Tinker Hill Condominium Owner's Association, Inc.

46 Tinker Farm Way #4 Ellsworth, ME 04605

Tinker Hill Owner's Manual (THOM)

Introduction

Welcome to Tinker Hill Condominiums. Working together, the Tinker Hill Condominium Owners Association looks forward to ensuring that this community remains an attractive and desirable place to live for many years to come.

As an owner, you have a role in the direction of your community and we hope that you will become an active participating member. There are many ways to help, the most important, and adhering to the rules in this Tinker Hill Owner's Manual (THOM). There are also many ways to volunteer, from helping with the day-to-day operations to serving on the Board of Directors.

Contact Numbers and Board of Directors

Fire, Police, or Medical Emergency	911
Police Non-Emergency	207-667-2168
Email - Tinker Hill Board of Directors	tinkerhillcoa@gmail.com
Board of Directors	
VACANT, President	
Marty Gallant, Vice President	207-762-1684
Rick Suydam, Vice President	907-723-5581
Mary Gallant, Secretary	207-554-6095
Michele Camarco, Treasurer	317-910-4120

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Section 1. Basic Obligations & Considerations

1. **Board's Authority & Obligation to Owners.** The Board's authority to establish and enforce rules that protect all buildings and residences, promote the common benefit and enjoyment of owners, and promote the health, safety, and welfare of owners, is explicitly stated throughout the Association's governing documents.

2. **Owner's Obligation to the Association.** Owners shall not do or allow to be done any act which causes, or threatens to cause, any damage to the property, residence buildings, or the residence of any other owner.

3. **Noise.** Owners should be considerate of any excess noise. Noise shall be kept to a minimum.

4. **Owner Responsible for Themselves and Others.** Owners are responsible for all their, and their family's actions, guests, employees, and all non-owner occupants and their families including tenants and house sitters, and anyone invited by the owner into the Tinker Hill complex, and all pets of the above. Owners are also responsible & liable for all financial obligations, including all fees, fines, and penalties; all property or other damages; and all actions by any of those listed in this paragraph.

5. **Governing Documents.** The Tinker Hill Condominium Owners' Association (Association), acting through its Board of Directors (Board), has adopted the Rules and Standards presented in this, the Tinker Hill Owners' Manual (THOM), which may be amended, revoked, or altered from time to time by the Board.

   The THOM supplements and does not replace the Association's Articles of Incorporation, Declarations, Amendments to the Declarations, and Bylaws, to which owners are bound at the time of purchase. All the afore referenced governing documents are incorporated into the THOM.

6. **Governing Documents References.** Section 15 details the above referenced "obligations" and other frequently referred to sections of the Association's legal documents.

7. **Waiver to the Rules.** Owners wishing to request a waiver to any aspect of the THOM must present a written request to the Board. The Board will consider the request prior to issuing a written decision to the owner. And,
   A. The owner must retain the written request and decision; and if the owner cannot provide the written documentation, the Board may immediately rescind the waiver.
   B. With cause, the Board may rescind any previously approved waiver.

Section 2. Emergencies

1. **Expectation.** Emergencies are typically plumbing related such as clean water leaks, cracked drain pipes, and clogs; and leaking roofs. Any unexpected water is always an emergency**.**

2. **Immediately Call Plumber.** Whenever you see water where it shouldn't be or have a clog - no matter how small, call a plumber. Be prepared to explain the situation so they can respond accordingly.

3. **Repairs to Common & Limited Common Areas.** When a problem originates in a common or limited common area and damage is restricted to those areas, the Association is responsible for all repairs, except as noted in below Item 6.

4. **Repairs to Interiors.** When a problem originates in a limited common or common area and damage extends into the interior of a unit, the Association will fix the initial problem and perform ***minimal*** repairs to a unit's interior, except as noted in below items.
   Regarding interior repairs:
   - **A.** Association is not responsible for extensive repairs, such as repairs to or replacement of tile or other wall products, counters, cabinetry, flooring, fixtures, furniture, personal property, etc. All are an owner's responsibility.
   - B. Association's responsibility is limited to minimal repairs, similar in nature to basic painting, reattaching existing cabinetry that may have been removed, stretching of existing carpets. And,
   - C. If minimal repairs are necessary, the owner must:
     1. Have the repairs completed by the contractor selected by the Association;
     2. Provide reasonable & timely access to the unit;
     3. Supply the paint & have it available when needed;
     4. Notify the Association of any issues immediately; and
     5. If not, the owner will be responsible for the repairs at their expense.

5. **Repairs Exceptions.** If the Board determines, that an owner, intentionally or unintentionally:
   - A. Created the problem;
   - B. Exacerbated the problem because of their actions or inactions;
   - C. Did not report the problem timely or take other necessary action;
   - D. Did not adhere to emergency, interior plumbing, other interior rules & standards, or other relevant rules detailed in this THOM or other governing documents;
   - E. Did not have an empty unit checked frequently; or
   - F. The problem began within the interior of a unit;
   - **G.** The owner will be held responsible for all or a portion of the costs of fixing the initial problem and all damages to their unit, other units, limited common areas, and common areas. The owner may be required to pay the companies directly or reimburse the Association, as determined by the Board.

6. **Repairs – Per Industry Standard.** According to the Association's legal documents and insurance policy; and within the insurance industry and most condominium associations, the routine practice is:
   - A. Associations are responsible for repairs to common and limited common property.
   - B. Owners are responsible for repairs within the interior of their unit, regardless of where the problem

started, i.e. behind the interior drywall in the common area.

C. See Section 16 for legal document references regarding repairs.

7. **Homeowner's Insurance Coverage.** The association's insurance policy does not cover any aspect of a unit's interior, normally from the unfinished drywall on into the unit. Owners are strongly encouraged to purchase their own condominium units owners insurance policy.

   When an owner is responsible for damages to the interior of another owner's unit, limited common areas, or common areas, there is no requirement that the other owner or the Association submit a claim to their respective insurer for the damages.

8. **Association's Insurance Coverage.** Association's insurance policy is with Brown Holmes & Milliken Agency & covers damages to common and limited common areas arising from sudden and accidental perils including but not limited to fire. Total coverage for all buildings is approximately $3,680,000 with a $1,000 per occurrence deductible. **Coverage will be updated as more units are built and sold.**

Section 3. Unit Interiors.

1. **Interior General.** Owners are responsible, with restrictions, for the interior of their unit - i.e. everything within the unfinished perimeter walls, ceiling, and floors of a unit; including, but not limited to, items listed in this Section. Restrictions are detailed in this Section.

   The above is a generalized description and is not intended to replace the detailed definitions provided in the various legal documents and referenced in Section 15.

   The simplest of changes can have a profound impact on other units, a building, the visual aesthetics of the neighborhood, and even the financial solvency of the Association. Therefore, and even though the work is within an individual unit, there are restrictions and standards owners must adhere to. They are detailed in this Section.

2. **When Is Board Pre-Approval Required?** In addition to complying with restrictions and standards detailed in this Section, owners must obtain the Board's pre-approval when there is the possibility that interior work being considered may have any of the impacts or conditions listed in Section 4, Item 26. If Item 26 is applicable, Items 27 through 30 also apply.

3. **Boilers & Furnaces.** It is recommended boilers and furnaces should be serviced at least once a year.

4. **Electrical Systems.** All interiors electrical systems, including the circuit breaker box, light fixtures, electrical switches & outlets, and cable or other telephone jacks. Work must be performed by a licensed electrician.

5. **Smoke & Carbon Monoxide Detectors.** As required by City of Ellsworth (CoE) code and maintained in operable condition.

6. **Kitchen Stove & Microwave.** New microwaves placed above stoves must meet current CoE building code distance requirements to ensure proper venting. All electrical work must be by a licensed electrician. No other restriction unless appliance is substantially heavier or larger than original appliance.

7. **Refrigerator.** No as not substantially heavier or larger than existing items.

8. **Kitchen and Bathroom Cabinets & Counters.** Excluding plumbing, no restrictions unless items are substantially larger or heavier than original item.

9. **Interior Painting.** No restrictions.

10. **Flooring.** No restrictions.

11. **Window Treatments.** Only normal type window treatments such as drapes, blinds, shades, curtains, or interior shutters are allowed. Plastic, blankets, sheets, flags, etc. are prohibited. Clear plastic winter weatherization window sheeting designed specifically for that purpose are allowed. But, it must be affixed so it is invisible from the exterior, removed early spring; and if condensation accumulates on the windows, below Item 19 must be adhered to.

12. **Windows.** Maintain cranks, crank mechanisms, and screens.

13. **New Windows.** New windows require Board pre-approval and a CoE building permit.
    A. Double or triple pane, thermopane windows in the same style as existing windows.
    B. Exterior framing is a metal/composite and the same color/shade as existing windows.
    C. Interior framing may be metal/composite or wood and any color the owner desires.
    D. Painting/replacing of exterior trim and/or other siding work and all interior work is the owners' responsibility.

14. **Interior Doors.** No restrictions.

15. **Exterior Doors.** Maintain doors, frames, thresholds, strike plates, hardware, locks, and knobs. Replacements - see below Item 18.

16. **New Exterior Doors and Storm Door.** Require Board pre-approval and must be similar in composition and style as original doors; they may have up to a half-glass window. Colors are limited by building and may require Board approval.

17. **Prohibited Items.** Due to weight, potential water damage, or other factors that could severely impact other units, the below listed items are prohibited:
    A. Waterbeds.
    B. Fish Tanks and Aquariums over 200 gallons.

18. **When Is Board Pre-Approval Required?** In addition to complying with restrictions and standards detailed in this Section, owners must obtain the Board's pre-approval when there is even a possibility that interior work being considered may:
    A. In any way, impact other units, the building, or any aspect of the Association;
    B. Increase noise levels;
    C. Place any additional demand or stress on any aspect of a building's infrastructure; electrical or plumbing systems, load bearing walls, non-load bearing walls, etc.;
    D. Requires any work to any aspect of the building's infrastructure; such as electrical or plumbing systems, heating systems, load bearing walls, non-load bearing walls, etc.;
    E. Any items that is substantially heavier, larger, louder, etc. than the item being replaced; or
    F. Requires CoE building permit.

19. **Requesting Board Approval.** When Board pre-approval is required, at least 30 days prior to the beginning of any work, owners must:
    A. Submit a written plan to the Board;
    B. If the project requires alterations or connections to electrical, water, sewer, or other building infrastructure, that must also be identified;
    C. Determine if a CoE building permit is necessary and obtain if required;
    D. Use licensed and insured professional companies;
    E. Used licensed professional companies for electrical work,
    F. Ensure that all working on the project are aware of their duty to avoid damage to trees, landscaped areas, limited common areas, and common areas;
    G. Acknowledge the only construction staging area available outside of the owner's unit is the individual

unit's driveway/garage; and,

H. Guarantee that the Association's dumpsters will not be used for the project's debris.

20. **Board Considerations.** Determination factors the Board considers include health, safety, financial, noise levels, weight, structural integrity, integrity of load and non-load bearing walls, floors & ceilings, plumbing and electrical systems, and conformity in limited common areas, common areas, and immediate grounds.

21. **Board Approval.** The Board may approve, approve with conditions, or deny a proposed project. The Board may condition approval of a project by refusing to allow any given contractor or subcontractor to perform work, or require upgrades to common plumbing, electrical wiring, or other building infrastructure to accommodate the project. Any additional expenses caused by the upgrading and/or change to a building's infrastructure will be the owner's responsibility. The Board may also request additional work to a building's infrastructure that would benefit multiple owners. The Board will work co-operatively with owners in fairly allocating the additional expense and notify owners in writing of all decisions made.

22. **Don't Use Dumpsters for Interior Work Debris.** Debris from any of the work discussed in this Section is prohibited from being placed in the dumpsters. Haul it to the dump. Dumpsters are reserved for routine household trash – see Section 5.

23. **Pests.** Owners are to report carpenter ant sightings, termites, or varmints within or around the exterior of their unit. Pests' specific to a unit, other than those listed, are the owner's responsibility.

24. **Pests – Mice & Squirrels.** The Association attempts to control outdoor pests. Owners should also keep doors closed. Interior pests are the owner's responsibility.

Section 4. Outside Your Unit – Common & Limited Common Areas

1. **Definition of Common & Limited Common Areas:** Short version, everything from the unfinished drywall, floor, and ceiling out away from the interior is common property. This includes roads, community center, and parking areas.

   The above is generalized descriptions and are not intended to replace the detailed definitions provided in the various legal documents and referenced in Section 15.

2. **No Changes to Building Exteriors.** No part of the exterior of a building or structure, including the limited common areas, may be altered or change in appearance in any way.

3. **No Attachments to Building Exteriors.** Don't decorate, attach, suspend, or drape anything on, to, or from the exterior, including the limited common areas. If it's outside or touching the exterior, it is prohibited. Every item that penetrates or touches the exterior, creates the potential of water retention, moisture, and rot. A non-exclusive list of prohibited items includes:
   A. Satellite dishes;
   B. Laundry lines, netting, curtains;
   C. Signs

4. **Driveways.** Owners must keep driveways clean, and free of clutter.

5. **Entrance Areas.** None of these areas are unit specific. Owners must keep the entrance areas and steps swept, clean and cleared of all items always. Following are the only exceptions:
   A. Entry mats in front of doors.
   B. Planters from spring to fall in the entrance areas, landings, and limited hanging planters.
   C. Planters must be of reasonable size and number and not obstruct access to the doors of individual units. Larger planters that are not easily moved require prior Board approval.
   D. Owners must water plants so as not to inconvenience any owners. Planters, areas around planters, and under planters must be well- tended and kept clear of all plant debris. Unsightly planters may be removed and disposed of by the Board, without notice.
   E. Outdoor holiday lights and decorations are acceptable. Must be attached without creating holes in the exterior of any structure.

6. **Decks & Patios.** Owners with open decks and patios must keep them clean and tidy always. They are not storage areas & storage of items is prohibited. Allowed items are limited to items commonly kept or used on decks and patios, such as patio furniture and planters. The areas must not be enclosed with curtains, flags, netting, plastic sheeting or any other type of barrier or covering. Alteration of decks and patios to include barriers, walls, or screening requires Board approval.

7. **Mailboxes.** Each unit has an assigned mailbox. Mailbox keys are the responsibility of each individual owner and are to be acquired from and returned to the Ellsworth Post Office. The Association does not have a master or duplicate key. Key replacement is an owner's responsibility.

Section 5. Trash

1. **Dumpsters.** Dumpsters are limited to resident owners and normal household trash. Non-resident owners are prohibited. Trash must be in a plastic trash bag & tied securely. Place trash as far back as possible in the dumpster.

2. **Items Not Allowed in Dumpsters.**
   A. **Corrugated Cardboard.** Break down the boxes or haul it to the Transfer Station.
   B. **Toxic or Hazardous Materials.** Must be disposed of via the annual Household Hazardous Waste & Universal Waste Collection event held by the Transfer Station. You must pre-register. Contact 207-667-7131 for more information.
   C. **Large Items Prohibited.** Items that do not fit into plastic trash bags - including all the stuff you get rid of when you move, furniture and appliances. Haul it to the Transfer Station or take to Goodwill.
   D. **Remodeling and Construction Debris Prohibited.** Including carpeting, flooring, fixtures, sheetrock, etc. Haul it to the Transfer Station.

3. **Recycling.** Recycling of all paper, plastics, aluminum, tin & glass is highly encouraged. The Ellsworth Recycling Center is open Tuesday, Thursday, and Saturday from 08:00 a.m. to 4:00 p.m. and Wednesdays from 12:00p.m. to 4:00 p.m.

4. **Trash and Recycle Containers.** Outdoor trash or recycling containers, are prohibited anywhere outside of a unit.

5. **Reporting Violations.** To report prohibited activity, email tinkerhillhoa@gmail.com and provide appropriate information so the offending individual can be identified, date and time, and a photo, if possible.

6. **Enforcement.** Violations of any of the trash rules may result, with or without prior notice, at the Board's discretion, any combination of the following actions:
   A. Immediately be assessed a $50 fine for the initial sustained incident reported;
   B. Escalating fines that increase per incident, that are $50 for the 1st incident, $75 for the 2nd incident, and $100 for the 3rd and subsequent incidents.

Section 6. Vehicles and Parking.

1. **Speed Limit:** 15 miles per hour, always. Many of our fellow members walk the roads. Please be cautious and aware.

2. **Parking Only for Resident Owners & Their Guests.** Parking within the Tinker Hill complex is restricted to resident owners & their guests. Parking by anyone else is prohibited.

3. **Parking by Non-Resident Owners Prohibited.** Owners not residing within their unit are considered guests when checking on their units, attending Tinker Hill meetings, or visiting a friend. Otherwise, non-resident owners are prohibited from parking their vehicles within the Tinker Hill complex.

4. **Where to Park.** Parking is limited to each unit's designated driveway, garage, and the designated guest/overflow parking areas. These areas are the paved sections just past #23 Tinker Farm Way and #3 Tinker Meadow Way. The paved area around the Community Center may be used with prior approval of the Board.

5. **Loading & Unloading Zone.** Vehicles may stop temporarily in front of a building's entrance for loading or unloading purposes only. A vehicle left unattended, even for a short period of time, is illegally parked.

6. **Vehicles.** Each unit is limited to the number of vehicles that fit in the driveway or garage.
   Where to park the:
   A. **1st Vehicle.** Each unit has a designated parking spot – either its driveway and/or garage. Not using either and parking in guest parking is prohibited other than short-term.
   B. **Additional Vehicles.** Additional vehicles must be parked in the driveway or garage.

7. **Maximum Time in Guest Parking.** The guest parking areas are not intended for long term storage. Vehicles must be moved & parked in a different spot at least every 7 days. Vehicles, that are going to exceed the allowed 7 days because the resident is out of town or for other reasons, must be removed from the complex. Offsite storage is available through local storage companies and is also cheaper than the immediate $50 per day fine levied by the Association.

8. **Where to Have Guests Park.** Owners are encouraged to instruct guests attending functions in their home or the Community Center to comply with all parking rules.

9. **Snow Removal in Guest Parking Areas.** Owners must move their vehicles, so the guest parking area can be plowed, or the owner must shovel the snow away from the vehicle, out into the drive area so it can be removed by the plows.

10. **Repairs Prohibited.** Repair or maintenance of any vehicle within the Tinker Hill complex, except for lights, flat tires and jump starting is prohibited.

11. **Operable & Registered Vehicles.** All vehicles within the Tinker Hill complex, must be in operable condition, have current license plates, and have current registration stickers.

12. **Prohibited Items.** Commercial vehicles (other than a primary means of transport), boats (other than canoes, rafts, and kayaks), trailers, other non-motorized conveyances, or vehicles over 24' in length are prohibited within the Tinker Hill complex. Exception is vehicles belonging to companies working within the complex.

13. **Reporting Violations.** To report violations to the vehicle and parking rules email a description of the offense, location of the vehicle, and a photo or description of the make, color, license plate number of the vehicle to Parkshore.

14. **Enforcement.** Any vehicle that is not in compliance with the rules within this Section will be considered illegal and/or illegally parked. As such, and at the Board's discretion, without notice to the owner, the vehicle or item may be:
    A. Immobilized or booted;
    B. Towed;
    C. During winter, blocked in by plowed snow;
    D. Immediately be assessed a $50 daily fine, which will continue to accrue daily until the situation is rectified and all amounts owed are paid in full.

Section 7. Pets

1. **Pet Owners Be Aware.** Pet owner's love their pets. Those who do not have pets, and many that do, find it extremely offensive when pet owners do not follow the rules of this Section.

2. **Visiting Pets.** All pet rules apply to all visiting pets.

3. **Limited Number of Pets.** No more than a total combination of four cats, dogs, birds, or other domestic type "pet" animals may reside and/or visit within a unit. Fish are excluded, but aquariums are limited to 200 gallons.

4. **Outdoors Alone Prohibited.** Pets may never be left alone anywhere outside of the owner's unit; that includes vehicles.

5. **Leash Requirement.** When outdoors, every pet, including cats, must be on a leash and controlled by the person walking the pet. That includes to and from a vehicle.

6. **Designated Curbing Areas.** Not just anywhere. Do NOT allow your pet to use the trees and bushes, dumpsters, walls, buildings, etc. along the way – keep them away from your neighbors' dwelling. ALL feces must be picked up and disposed of immediately. Please be considerate and conscientious of your neighbors while walking your pets and where you allow them to relieve themselves.

7. **Rodent Control.** Periodically, rodent poison and/or traps may be placed throughout the complex by owners and is further reason to keep all pets on a leash and in designated areas.

8. **Pet Registration.** Owners with pets must notify COA within 7 days of occupancy or acquisition of a new pet. Registration information must contain:

    A. Owner's name and unit number.

9. **Owner Responsible for Pets.** Owners are responsible for every aspect of a pet residing within and/or visiting their residence. This includes every act, action or omission, and all consequences; financially liable for all property or other damages; and violations of the Association's governing documents and the THOM.

10. **Reporting Violations.** To report prohibited pet activity, email tinkerhillcoa@gmail.com and provide appropriate information so the pet and owner can be identified, date and time, and a photo of the pet "in the act" would be great.

11. **Enforcement.** Violations to **any** of the pet rules will result, with or without prior notice, at the Board's discretion, any combination of the following actions:

    A. Be assessed a $50 fine for each time a pet violation is reported by an owner, multiple complaints on the same day, may result in multiple fines;

    B. Escalating fines, that increase per incident, that are $50 for the 1st, $75 for the 2nd, and $100 for the 3rd.

    C. Placement of live-traps and the owner responsible for all costs and expenses;

    D. Reporting of the pet to the Hancock SPCA and/or police; and

    E. A 4th violation of any combination of the pet rules may result in permanent removal of the pet

Section 8. Grounds, Landscaping, Gardening & Enjoying the Outdoors

1. **Definition.** The Association maintains the grounds and landscaping. That includes all building entrances, lawns, landscaped areas, perimeter greenbelt, gardens, trees, shrubs, paths, graveled areas, and asphalt. Step outside, you are in common area.

2. **Alterations Prohibited (Almost).** With one exception, alterations to any aspect of the grounds or landscaping is absolutely prohibited. "Adopting a Garden" is the one exception.

3. **Furniture, Toys, Games.** Lawn furniture, toys, games, etc., while actively being used, cannot limit access of other owners to common or limited common areas. At no time shall they be left strewn about, or left unattended, and must be completely removed upon no longer being used or at the end of the day, whichever is earlier, to ensure access for lawn care.

4. **Bicycles.** Bicycles and similar conveyances shall not be left about and may only be used on asphalted areas and established paths. Stay off the grass.

5. **Barbecues & Grills.** Open-flame barbecues and grills may be used only when at least ten feet from the buildings and any other structure. When fully cooled, barbecues and grills must be stored in garages or on decks, and patios.

6. **Signs and Flags.** One use flag may be displayed on the outside of the unit. It must conform to the Board approved flag holder. All other flags and signs, including political signs, except the noted exceptions below, are prohibited. Exceptions are "garage sale, or birthday party" type signs that are staked into the ground, for no more than a single day. Open house signs will be permitted for 7 days, and house for sale signs will be permitted for 30 days. All signs are prohibited from being attached to the exterior of any building or structure.

Section 9. Community Center

1. **Community Center Usage.** Not available to the public. Usage is limited to owners and the owner must be present the entire time the Community Center is being used. The Community Center is available on a first-come, first-served basis, unless it has been reserved. Owners must adhere to:
   A. Available daily from 6:00 am to 1:00 am.
   B. At 10:00 pm eliminate outdoor activity & reduce noise within the Community Center.
   C. Be considerate of the residents in adjacent units.
   D. Encourage guests to park outside the complex. If they park inside the complex, they must adhere to the parking rules – see Section 6.
   E. Treat the Community Center and adjacent grounds as you would your home.
   F. Stay out of the gardens, landscaped areas, barked and graveled areas.
   G. Smoking in the Community Center is prohibited. Smoking must be at least ten feet from all doors to the Community Center and cigarette butts must be disposed of in garbage receptacles.

2. **Community Center Cleaning.** Upon conclusion of usage, owners must:
   A. Ensure all areas are damage free, including the surrounding landscaping.
   B. Remove all decorations, including all tape, tacks, string, balloons, etc.
   C. Clean everything. Clean & return all tables, chairs, and any other items used.
   D. Vacuum carpets & door mats, sweep & mop hard surface floors.
   E. Bag all trash & throw in the dumpster. Put new plastic bags in trash cans.
   F. Remove all items brought in.
   G. Turn off all lights.
   H. Turn off heat.
   I. Close & lock all windows and doors.
   J. Please return key to any board member with-in 24 hours

3. **Community Center Reservation & Fees.** All the preceding usage rules apply. Owner reserving the Community Center must be in attendance during the entire event and must:
   A. Submit name, unit number, telephone number, and desired hours of reservation to the Board.
   B. Provide 1st check for $100 cleaning & damage deposit. 2nd check for $20 per hour rental fee.
   C. Realize there is NO reservation until a Board member receives both the deposit & fee – on separate checks. Until then, another owner may reserve the Community Center.
   D. The $100 deposit check will be shredded once the Community Center has been inspected and it's determined that all requirements have been adhered to. The deposit does not establish maximum liability; all costs incurred by the Association in cleaning and/or repairing the Community Center and grounds will be the owner's responsibility and is to be paid immediately.

A party reservation sheet will be created and will be available on the web site.

Section 10. Empty Unit.

1. **Checking Unit.** When a unit is to be left empty for a period, owners are strongly encouraged to have someone check on the unit periodically,

2. **Contact Information.** Owner should provide the individual checking the unit with Tinker Hill's contact information; and email that individual's information to tinkerhillhoa@gmail.com.

3. **Winter Precautions.** Options, and depending on weather, turn off the water to your unit or leave a slight but steady stream of water running in various faucets. Also, depends on how often the unit is being checked. Leave sink cabinet doors open. Don't turn the heat off & keep it at an appropriate temperature.

Section 11. Rental Unit & Tenants

1. **Limited Right to Lease.** Owners have the right to lease, so long as they comply with the intent of the Association's governing documents. The intent being to not have a transient population. Per the Association's 2007 Declaration, Articles II, Section 2.8, an owner has the "right to lease" their unit so long as the:
   A. Unit is used "only as a private dwelling…"
   B. Unit is not to be used for transient or hotel purposes, (No Airbnb, HomeAway, etc.)
   C. May not be leased for less than 3 months not more than one time in any calendar year.
   D. Nothing "less than the entire unit may be rented."
   E. Agreement is in writing.
   F. Agreement explicitly incorporates all the Association's governing documents and the THOM.

2. **Applicable to House Sitters.** This Section is applicable when a resident owner has another individual live in their unit, more than 30 days, in their absence. Commonly, but not always, referred to as a house sitter. Provide the Tinker Hill Owners' Manual (THOM). Owner must provide a current copy of the THOM to every tenant and ensure that it is reviewed and adhered to.

3. **Moving Notification & Inspection.** Owner must notify the Association prior to a tenant moving in or out. The intent is to inspect limited common and common areas for damages, determine needed repairs, and removal of all belongings, such as:
   A. Exterior siding, doors, landings, stairways, and gutters that are commonly damaged by moving vehicles;
   B. Non-enclosed patios and decks, and grounds around the building and rear entrances;
   C. Dumpster area, where excess garbage is routinely piled & prohibited, when moving;
   D. Any other issues that may arise.

   The Owner will be responsible for all required repairs and cleanup.

4. **New Tenant Registration.** Owner must register **every** adult with the Association within 7 days of occupancy. Registration information must contain:
   A. Every adult's complete name and total number ofoccupants;
   B. Primary and secondary email addresses;
   C. Primary and secondary cell phone numbers;
   D. Work and home phone numbers;
   E. Clear identification of primary vs secondary email & phone numbers;
   F. Digital photo of every pet sent electronically; and
   G. See Section 16 for Registration form.

5. **Failure to Register.** Failure to provide total and complete information within the required timeframe will result in an immediate $50 fine; an accruing $50 weekly fine; and a $50 late fee and interest each-and-every month until all required information is received, and the entire amount owed is paid in full.

6. **Change-In-Tenant Fee. T**he $100.00 Change-In-Tenant fee is due **each time** any tenant changes. It is due within 7 days of the occupancy change and if not paid within that period, late fees and interest are levied and accrue.

7. **Owner & Tenant Are Different & Both Change.** When a unit's owner and tenant are different, and both change at the same time or relatively close in duration, both Change- In-Owner and the Change-In-Tenant fees are

required.

8. **Owner Conveys Amenities to Tenant.** When an owner chooses to rent their unit, the owner conveys all rights to the usage of all Tinker Hill amenities to the tenant. The amenities include, but are not limited to parking, trash, storage and may also eliminate use of the Community Center, if the owner allows the tenant to use the Community Center.

9. **Tenant's Use of Community Center.** Tenants are allowed access to the Community Center only if given written permission by the owner. It must contain the owner's acknowledgement that the owner is responsible for any expenses and/or damages arising from the tenants' use.

10. **Owner Responsible for Tenant.** Owners are always responsible for their tenants and pets. Including every act, action or omission, and consequences; financially liable for all property or other damages; and violations of the Association's governing documents and the THOM. Owners cannot delegate or transfer their responsibilities or accountability to tenants.

Section 12. Change in Owner or Refinancing

1. **Private Occupancy:** Per the Association's 2007 Declaration, Article 5, units may only be used "for single-family, residential purposes…"

2. **Intent to Sell or Change Owner.** Owners' must notify the Association when intending to sell or changing ownership. Regardless of how a unit is conveyed or acquired, the requirements in this Section apply.

3. **Signs.** "For Sale" and "Open House" signs cannot be attached to the exterior of any building or structure. They may be placed within the interior of a unit's window. They may be staked into the ground in common areas only during the day of an open house and must be removed immediately after.

4. **Moving Notification & Inspection.**Owner must notify the Association prior to moving. The intent is to inspect limited common and common areas for damages, determine needed repairs, and removal of all belongings, such as:
   A. Exterior siding, landings, stairways, and gutters that are commonly damaged by moving vehicles;
   B. Non-enclosed patios and decks, and grounds around the building and rear entrances;
   C. Dumpster area, where excess garbage is routinely piled & prohibited, when moving;
   D. Any other issues that may arise.

   The Owner will be responsible for all required repairs and cleanup.

5. **Inspection and/or Repairs Aren't Completed.** The Association may, at its' discretion, delay the sale of a unit i.e. the closing until an inspection and all outstanding items are resolved.

6. **Resale Certificate Required.** In accordance with MS 33.31.4 1604-108, a Resale Certificate must be issued regardless of how a unit is conveyed or acquired.

7. **Resale Certificate Preparation.** Once requested, the Association has 10 business days to prepare the document. The Association will note any issues that need to beresolved prior to the transfer of ownership.

8. **Resale Certificate Cover Letter.** The first document in the resale Certificate is the Resale Cover Letter. The Association requires this letter be initialed on every page and signed by the new perspective owner and returned to the Association immediately. This verifies the prospective owner(s) received the Association's governing documents andTHOM.

9. **Resale Certificate Fee.**The $100.00 Resale Certificate fee is due each time a Resale Certificate is requested, and it is not released until payment is received. The Resale Certificate is not transferable, and the $100 fee will be charged for each new Resale Certificate issued on any one unit. A copy of the THOM will be provided when the Resale Certificate is issued.

10. **Other Documents Fee:** When other documents are requested by an owner, financial institution, title company, etc., the Board, at its' discretion may require a pro-rated portion of the Resale Certificate Fee be paid. Depending on the circumstance, the fee may be due prior to release of the document(s) or at the closing of a sale. If not received within 7 days of closing, late fees and interest will be levied and accrue monthly.

11. **Change-In-Owner/Entry Fee.** A $1,500.00 Change-In-Owner fee is due each time a unit is sold or conveyed in any manner. It is due at the time of closing and if not received within 7 days of closing, late fees and interest will be levied and accrue monthly. This fee will go towards the Capital Reserve Fund.

12. **New Owner Registration.** Owner must forward complete registration information to the Association at the time of transfer of ownership (usually at closing) or within 7 days of occupancy. Registration information must contain:
    A. Every adult's complete name and total number of occupants;
    B. Primary and secondary email addresses;
    C. Primary and secondary cell phone numbers;
    D. Work and home phone numbers;
    E. Clear identification of primary vs secondary email & phone numbers;
    F. Digital photo of every pet, sent electronically;
    G. Copy of the initialed and signed Resale Certificate Cover, if not previously returned; and
    H. See Section 17 for Registration form.

13. **Failure to Register.** Failure to provide total and complete information within the required timeframe will result in an immediate $50 fine; an accruing $50 weekly fine; and a $50 late fee and interest each-and-every month until all required information is received, and the entire amount owed is paid in full.

14. **Transfer of Keys.** The owner selling a unit must transfer all keys.

Section 13. Monetary Items

1. **Where to Send Payments.** Automatic bank-issued check (preferred), check mailed to **Tinker Hill Condominium Association** at **46 Tinker Farm Way #4, Ellsworth, ME 04605**. Owner's must contact their banks to initiate the automatic bank-issued check. Electronic wire transfers may be authorized.

2. **Monthly Fee (Dues).** Monthly dues are due on the first day of each month. If not paid by the 15th of the month, late fees & interest are applied & accrue.

3. **Change-In-Tenant Fee.** See Section 11.

4. **Change-In-Owner Fee.**See Section 12.

5. **Resale Certificate Fee.**See Section 12.

6. **Other Documents Fee.** See Section12.

7. **Reimbursement of Expenses**. When an owner is responsible for reimbursing the Association for expenses it incurred, usually resulting from allocation of expenses for repairs, the Association will provide the owner with an itemized invoice. Full reimbursement is due within 30 days. If not received within 30 days, late fees and interest are applied and accrue.

8. **Fines.** An owner's violation to the THOM & other governing documents may result in escalating and accruing fines. At the Board's discretion, $50, $75, and $100 fines may be levied as follows:
   A. Any one instance of non-compliance, fine begins at $50, escalating up to $75 and then $100, on a daily, weekly, or monthly basis, as detailed in the written Notice of Violation;
   B. Repeat of instance of non-compliance similar in nature, fine begins at $50, escalating up to $100, on a daily, weekly, or monthly basis, as detailed in the written notice of non-compliance; and
   C. Late fees and interest will also accrue until all amounts are paid in full; and
   D. These are in addition to other fees, fines, penalties, expenses, and actions specific to a given rule and detailed elsewhere in this THOM.

9. **Rejected Check Fee.** For whatever reason, a bank rejects a check; such as NSF, lack of signature, account closed, etc., the Association will assess a $75 fee and is in addition to the bank's fee. Late fees & interest are applied and accrue.

10. **Late Fees.** A $50.00 late fee will be assessed on each of the fees & items identified in this Section and elsewhere in this THOM when not paid timely. The late fee(s) will continue to be applied and accrue until the entire accrued amount is paid in full.

11. **Interest.** The Board may assess the maximum legal interest rate applicable on all delinquent amounts owed the Association over and above any fees assessed, and interest accrues monthly.

12. **Collections.** The Board may take whatever legal action it deems necessary to pursue amounts owed to the Association. Possible actions include, but are not limited to, bringing an action in Small Claims, District, or Superior Court, garnishment of wages and/or, referral to a collection agency, reporting the debt to credit

agencies, filing a lien against real property, and filing a lien against an estate. All costs incurred by the Association in attempting to collect delinquent amounts will become the additional responsibility of the owner owing the delinquent amount.

Section 14. Violations and Enforcement

1 **Cooperation Among Neighbors.** Condominium living requires cooperation between neighbors. If attempts to resolve a problem haven't worked, an owner should then notify the Association.

2 **Reporting Violations.** Any owner or Board member may bring a violation instance to the Board's attention. The complaint may be made verbally or in writing and emailed to the Association. The more information provided, the better. Pictures are even better. Name of owner reporting the violation will remain confidential, if requested.

3 **Violation & Immediate Consequence**. Violations to a few specific rules are found to be so offensive and inconsiderate, that without prior notice, the Board may immediately levy fines and/or other monetary penalties; and take other punitive actions specific to the below listed rules.

A. Section 5. Trash;
B. Section 6. Vehicles and Parking;
C. Section 7. Pets;
D. Section 13. Monetary Items; and
E. Any rule, if the owner has been previously cited for essentially the same violation within the previous 12 months.

4 **Violation & Opportunity to Rectify.** The Board may attempt to resolve an issue informally or issue a written Notice of Violation. The written notice may be delivered via email, mail, or posted to a door. Items included in a written notice are:

A. Description of the issue;
B. If applicable, prior efforts to resolve the issue;
C. Action the Board is currently requesting of the owner to resolve the issue;
D. Timeframe the Board is requesting the issue be resolved within;
E. Identification of all possible fines, penalties, late fees, expenses, and interest that have been or will be levied by the Board; and escalation of those items;
F. Other actions that have been or may be taken by the Board;
G. Statement that all expenses incurred by the Association to rectify the issue will be the sole responsibility of the owner;
H. If applicable, statement of the suspension of use of common areas and facilities such as the picnic shelters and Community Center; and
I. If applicable, notification of the temporary suspension of the right to vote at the annual meeting.

5 **Hearing.** If the owner does not rectify the violation in the manner and time detailed in the written Violation Notice, the Board will schedule a hearing and request the owner attend and explain their situation. After the hearing, the Board will decide and provide a detailed written decision to the owner.

Section 15. Governing Documents

A. DECLARATION

ARTICLE 1
CREATION OF THE CONDOMINIUM

Section 1.1. Submission of the Property. The Declarant is the owner of the property described in Exhibit A (*not included*) attached hereto, located in Ellsworth, Hancock County, Maine, and hereby declares said property, together with all improvements thereon and all interests appurtenant thereto (the Property), to be a condominium and submits the same to the provisions of the Maine Condominium Act, ME. REV. STAT. ANN. tit. 33, §§ 1601-101 to 1604-118, as it may from time to time be amended.

Section 1.2. **Name**. The name of the condominium is Tinker Hill, A Condominium. The name of the unit owners' association is Tinker Hill Condominium Association.

Section 1.3. Plans. A plat depicting the condominium property and floor plans of the condominium buildings have been recorded in the Hancock County Registry of Deeds and are labeled Tinker Hill, A Condominium, Ellsworth, Maine.

ARTICLE 2
UNITS

Section 2.1. Number of Units. The Declarant is hereby declaring twelve (12) units in the condominium, as depicted on the plat and plans. The Declarant reserves the right to construct an additional sixty-six (66) units. The proposed location and dimension of each unit, together with the appurtenant limited common elements of each proposed unit are depicted on the plat and plans; however, the proposed location and dimension of each proposed unit and of the building such unit would be constructed within are subject to change by the Declarant until such time as each unit is declared and legally created. Such proposed improvements need not be built or may be built with configurations and locations different than those shown on the plat and plans, as further described in Article 4, below.

Section 2.2. Creation of Subsequent Units. Initially, twelve (12) units are created under this declaration. The Declarant has the right to create sixty-six (66) additional units for a total of up to but no more than seventy-eight (78) units. For each unit subsequently created pursuant to this Declaration, its Allocated Interest and allocation of votes in the unit owners' association, as described below, shall be set forth in an amendment to Exhibit B (*not included)*, and a description of such unit's location and dimension shall be depicted on the plat and plans.

Section 2.3 Unit Boundaries. Each unit is bounded below by the unit's floors or portions of floors which, as shown on the condominium floor plans, lie directly and immediately above a common element or the foundation of the building. Each unit is bounded above by the unit's ceilings which, as shown by the floor plans, lie directly and immediately below a common element or the roof of the building. Each unit is bounded on its sides by the unit's walls or portions of walls which, as shown by the condominium floor plans, adjoin directly and immediately to another unit, a common element, or the exterior or foundation of the building. Each unit's side boundaries extend to the exterior surfaces of any doors or windows in the walls or portion of walls which constitute the unit's side boundaries.

Of the floors, ceilings, and walls which constitute a unit's boundaries, all lath, furring, wallboard, plasterboard,

plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials forming any part of the finished surfaces thereof are part of the unit, and all other portions of such floors, ceilings and walls (for example structural components of exterior walls or of interior walls shared between units (whether framed with lumber and/or created by poured concrete or otherwise), and trusses) are part of the common elements of the condominium. Except for the limited common elements described in Article 3 below, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are part of the unit. Any exterior doors, windows, or other fixtures designed to serve a single unit, but located outside of the unit's boundaries, are limited common elements allocated exclusively to that unit, as described in Article 3 below.

Additionally, each of the twelve (12) declared units, except units B and C in building # 22 have an attached garage, which is within the unit boundaries. The unit boundaries for each garage are the same as defined above, except to the extent a garage does not have a finished surface the boundary shall be the horizontal or vertical plane aligning the interior surface of the undecorated wall, ceiling or floor.

Section 2.4. **Allocated Interests**. Each unit is allocated a percentage of undivided interest in the common elements, a percentage of the common expenses, and a number of votes in the unit owners' association. The two allocated percentages are apportioned based upon the number of square feet in the footprint of the unit as stated in the attached Exhibit B (*not included*), or if not stated in the attached exhibit based upon the plat for the condominium recorded in the Registry of Deeds, in relation to the aggregate of the footprints for all declared units. Expressed as an equation, a unit's undivided interest in the common elements and common expenses equals the square footage of that unit's footprint / the sum of the footprints for all declared units and rounding the result to the nearest hundredth of one percent (.0 I%). Amounts of five thousandths of one percent (.005%) or greater are rounded to the next higher hundredth of one percent (.01 %); lesser amounts are rounded to the next lower hundredth of one. percent (.01 %). By way of example, if a unit has a footprint that is 1,000 square feet and the aggregate of the footprints of all units (including that unit) totals 4,250 square feet this would result in 1,000 / 4,250 = 0.2352941 and would be rounded to 23.53% (and the percentage 23.523% would be rounded to 23.52%).

Each unit shall be allocated votes in the unit owners' association in the same proportion as the allocated percentage. The votes allocated to each unit shall be obtained by converting the unit's percentage of undivided interest into a decimal and multiplying by I 00 then rounded to the nearest whole number. By way of example, a unit with an allocated percentage of23.67% shall convert to 0.2367 multiplied by 100 resulting in 23.67. Rounded to the nearest whole number, that unit would have 24 votes in the unit owner's association. All votes allocated to a Unit must be cast as one (if cast at all) and may not be split or divided or cast in any number less than all.

In the event additional units are added to the condominium or units are withdrawn from the condominium, the formulas described above shall be used to reapportion the allocated interests and votes among all the declared and existing units in the condominium, which term does not include proposed units which have not yet been declared or units removed from the condominium by Declarant's amendment of the declaration. Such reapportionment shall be made by the executive board, and Exhibit B (*not included*)of the Declaration shall be amended to reflect any such changes.

Section 2.5. **Alterations of Units**. A unit owner, after having given written notice to the executive board at least 30 days in advance may make any improvements or alterations to the unit owner's unit which do not impair the structural integrity of the building or the mechanical systems and which do not lessen the support of any portion of the condominium. No notice need be given for cosmetic changes to a unit which do not involve demolition or construction of any sort and which will not otherwise affect the enjoyment of the condominium or common areas

by other unit owners or licensees (e.g. painting, picture hanging, and wallpapering do not require prior approval). No unit owner may change the exterior appearance of the unit owner's unit nor change the appearance of any portion of the condominium unless the unit owner has first obtained written permission from the unit owners' association.

If a unit owner acquires an adjoining unit the unit owner may, after having given written notice to the executive board at least thirty days in advance, remove or alter any intervening partition or create apertures in any such partition, even if the partition is partially or wholly a common element, if, and only if, those acts do not impair the structural integrity of the building or the mechanical systems and do not lessen the support of any portion of the condominium.

Section 2.6. Relocation of Unit Boundaries. No unit boundary may be altered, except as permitted pursuant to the Declarant' s Development Rights, as described in Article 4, below.

Section 2.7. Subdivision of Units. No unit may be subdivided.

Section 2.8. Leases of Units. A unit owner may lease the unit owner's unit, but not for a period of less than three months, and not more than one time in any calendar year. Any lease must be in writing, restate the conditions of Article 5 of this declaration and provide that the lessee must comply in full with the provisions of the Maine Condominiun1 Act, this declaration, the bylaws of the unit owners' association, and the rules and regulations of the condominium. No such lease shall relieve the unit owner from nor reduce the unit owner's obligations and liability under said documents. Each unit owner shall inform the executive board of the names and addresses of any tenants of the unit owner's unit and shall provide the executive board with a copy of the lease. Unit owners are reminded of their obligation to keep the executive board apprised of their current mailing addresses (see Section 6.5).

Section 2.9. Maintenance. The division between the unit owners and the unit owners' association of the responsibility for maintenance of the units shall be controlled by the provisions of the bylaws of the unit owners' association.

ARTICLE 3
COMMON ELEMENTS

Section 3.1. Common Elements. All portions of the condominium which do not constitute or lie within the boundaries of a unit, as described above, are common elements. All unit owners have an undivided ownership interest in all of the common elements. The common elements consist primarily of the structural members and exterior of the buildings, the grounds, the roads, the community center, and the parking areas. Additionally, all units share equally in the appurtenant easements benefiting the common elements, as depicted on the plat or plans or otherwise described herein. The community center may be used for any purpose deemed reasonable by the executive board, so long as such use does not violate any municipal, state or federal rules, laws, ordinances or regulations, and does not jeopardize the not for profit designation of the unit owners' association.

Section 3.2. Limited Common Elements. Limited common elements are common elements of which the use is granted exclusively to one or more, but fewer than all, of the units. Limited common elements may be allocated to units as designated on the condominium plat. Any parking spaces, not allocated to particular units as limited common elements by designation on the condominium plat, may be so allocated to a unit or units by the executive

board or may remain unallocated for use by any unit owners and visitors. Any exterior doors, windows; or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partly within and partly outside of the boundaries of a unit, then any portion which serves only that unit is a limited common element, and any portion which serves more than one unit, or which serves part of the common elements is a common element. In resolving any doubts as to the designation of any such fixture, preference shall be given to construing it as a common element.

Section 3.3. Reallocation of Limited Common Elements. The limited common elements may be reallocated upon the written request of all of the owners of the units affected.

Section 3.4. Alteration of Common Elements. No unit owner shall make any alteration, improvement, or change of any of the common elements, including the limited common elements or any part of them, without first having obtained the permission of the unit owners' association, except as permitted by Article 2 above. This prohibition includes, but is not limited to, antennas (including satellite dishes of all sorts, even the small "dish antenna" style), clothes lines, fences, and air conditioning units.

Section 3.5. Alienation of Common Elements. Portions of the common elements may be conveyed or subjected to a security interest by the unit owners' association if agreed to by unit owners entitled to cast sixty percent (60%) or more of the votes in the unit owners' association and if also agreed to by unit owners entitled to cast sixty percent (60%) of the votes allocated to units not owned by the Declarant and, in the case of limited common elements, if agreed to by all of the owners of all of the units to which the element to be conveyed or subjected to a security interest is allocated. This section shall not be construed to require the consent of the unit owners' association for a unit owner to grant a mortgage of the unit owner's unit and its allocated interests and limited common elements, or to limit the development rights of the Declarant described herein.

Section 3.6. Maintenance. The provisions of the bylaws of the unit owners' association control the responsibility for maintenance of the common elements.

ARTICLE 4
DECLARANT'S RIGHTS

Section 4.1. Development Rights. In addition to the easement rights reserved elsewhere in this Article 4 of the Declaration, the Declarant reserves to itself and for the benefit of its successors and assigns, the right:

(a) to connect with, repair, relocate, alter, remove and/or make use of utility lines, wires, pipes, and conduits and the related easements located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the costs of services so used;

(b) to use the Common Elements for ingress and egress, for the repair and construction of the units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) to convert units into Common Elements or Limited Common Elements, to add real estate and buildings containing units to the Condominium;

(d) to complete all contemplated improvements on the plat and plans (subject to the conditions in Section 4.4, below), to maintain unsold units as models and sales offices, and to relocate the sales offices as the Declarant deems necessary or appropriate, to exercise the easements reserved to it in the Declaration, to make the Condominium part of a larger Condominium, to make the Condominium subject to a Master Association, to appoint

or remove any officer or Board Member during any period of Declarant control of the unit owners association, and to exercise any other special Declarant rights as are now allowed or in the future may be allowed by the Act;

(e) to develop the Condominium in phases, as provided herein; and

(f) to withdraw units from the Condominium.

The foregoing shall be referred to collectively, along with any and all other Special Declarant rights, as provided herein or pursuant to the Act as the "Development Rights". The exercise of the Development Rights shall be in accordance with and governed by the provisions of the Act, including, without limitation Section 1602-1 10 of the Act.

Any improvements that may be erected pursuant to any such Development Right shall be located on the Common Elements and will be generally compatible with the existing improvements on the Condominium in terms of architectural style, quality of construction, and size.

All restrictions in the Declaration affecting the use, occupancy, and alienation of the units will apply to any units created pursuant to any Development Right reserved by the Declarant.

The assurances made in this Section do not apply in the event that any Development Right is not exercised by the Declarant.

Section 4.2. Easements. Until the construction, marketing and sale of all units is completed, the Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property, (a) for construction purposes, and (b) for the installation, maintenance and inspection of the lines and appurtenances for public and private water, sewer, drainage, gas, electricity, telephone, television, and other like utilities and services. Declarant also reserves the right to relocate existing easements and rights of way encumbering the Property within the Common Areas of the Property, but, to the extent reasonably possible, shall do so in a manner which minimally interferes with the Condominium. Thereafter, the Association shall have the right to grant easements for the purposes stated in (b) above and to the extent permitted by law, to relocate existing easements and rights of way encumbering Common Areas of the Property, but such right shall not be exercised so as to unreasonably disrupt any unit, and the unit owners' association shall be responsible for any damage that occurs to the Common Elements, Limited Common Elements or to any unit as the result of the exercise of this right.

Section 4.3. Exercise of Development Rights by Declarant. The exercise of Development Rights by Declarant shall be subject to the following restrictions:

(a) no changes shall be made to the site plan and subdivision approved by the Ellsworth Planning Board on or about August 6, 2006 and the recorded site plan of Tinker Hill, recorded in the Hancock County Registry of Deeds in File 35, No. 162 unless applicable approval is received pursuant to the appropriate and relevant Ordinances of the City of Ellsworth.

(b) no change shall be made to the Site Location of Development, Natural Resource Protection and Water Quality Certification Findings of Fact and Order #L-23060-L3-C-M, recorded on January 3, 2007 in the said Registry in Book 4672, Page 213, and on February 2, 2006 in Book 4694, Page 270 unless applicable approval is received from the issuing agency (or its successor).

(c) no change shall be made to the Maine Department of Environmental Protection, Declaration Regarding Stormwater Control, dated December 15, 2006, recorded in the Registry in Book 4672, Page 213 unless applicable approval is received from the issuing agency (or its successor).

(d) no change shall be made to the Army Corps of Engineering permit, recorded in the Registry on December 29, 2006, in Book 4671, Page 293, unless applicable approval is received from the issuing agency (or its successor).

Section 4.4. Phasing. Declarant reserves the rights but not the obligation until fifteen (I 5) years from the date of the recording of this Declaration:

To develop a total of up to seventy-eight (78) units and Limited Common Elements appurtenant to such units, all pursuant to Section 1602-110 of the Act. Said Development Rights may be composed in phases. Said additional buildings, units and Limited Common Elements may not be built with the configurations or in the locations as shown on any marketing material produced by the Declarant, and the DECLARANT, IN ITS SOLE DISCRETION, EXPRESSSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS. FURTHERMORE, NOTHING CONTAINED IN THE CONDOMINIUM DECLARATION, PLAT, PLANS, BY-LAWS OR OTHER CONDOMINIUM INSTRUMENTS SHALL BE DEEMED TO IMPOSE UPON THE DECLARANT, OR ITS SUCCESSORS OR ASSIGNS, ANY OBLIGATION OF ANY NATURE TO BUILD, CONSTRUCT OR PROVIDE ANY IMPROVEMENTS EXCEPT TO THE EXTENT DECLARED IN THIS DECLARATION (OR ANY AMENDMENT HEREOF) OR REQUIRED BY THE CONDOMINIUM ACT. Upon the addition and completion of any such phase(s), which may occur in such stages and in such order as the Declarant determines, the plat and plans and/or Declaration shall be amended, as necessary, to incorporate and properly depict such completed phase(s). Each such amendment shall be effective upon being recorded, without the requirement of consent by any party other than the Declarant.

All such units and Limited Common Elements shall be consistent with the existing units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and techniques, which are in the Declarant's reasonable discretion, of equal or better quality and, upon the addition thereof to the Condominium need not be substantially completed but at the time of the sale to a third party must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of units shall apply to such phases including without limitation the· restrictions to residential use. The Declarant does not reserve any right to withdraw property from the Condominium.

Section 4.5. Declarant's Use of Units. The Declarant is the owner of any unsold unit(s) and has all the rights of a unit owner with respect thereto. As long as any unit remains unsold, the Declarant may use any unsold unit as a model to be displayed to prospective purchasers or as a sales office or management office for business related to the condominium, and the Declarant may erect and maintain signs on the common elements advertising the condominium and/or sale of any unit(s).

Section 4.6. Declarant Control Period. There shall be a Declarant Control Period, during which the Declarant shall appoint the officers and members of the executive board of the unit owners' association and may remove members and appoint others. The officers and members appointed by the Declarant need not be unit owners. The Declarant Control Period shall last until seventy-five percent of the units have been sold to persons other than the Declarant or for seven (7) years from the date of sale of the first unit to a person other than the Declarant, whichever first occurs, but the Declarant may voluntarily end the Declarant Control Period at an earlier time. Within sixty days after the Declarant Control Period has ended, the executive board members shall be elected by the association in accordance with its bylaws.

ARTICLE 5
RESTRICTIONS ON USE, OCCUPANCY, AND ALIENATION

Section 5.1. Use. All of the units not owned by the Declarant shall be used only for single-family, residential purposes. No livestock or animals of any kind shall be kept in or about any unit for any purposes, including, but not

limited to, breeding or sale or as pets, except for dogs, cats and other domesticated pets deemed reasonable and acceptable to the executive board. No-explosive, hazardous, or similarly dangerous materials may be kept inside any unit, including specifically, but not limited to, propane gas cylinders or tanks.

Section 5.2. Occupancy. Each unit may be owned by any person or entity but may be occupied only by a single family. As used herein, the phrase "single family" means a group of persons all of whom are related to one another as spouses, parent and child, or siblings, with not more than three persons who are not so related occupying a unit. Any questions as to what constitutes a "single family" shall be settled by the executive board, whose decision may be appealed to the association.

Section 5.3. Alienation. If a unit owner other than. the Declarant or the unit owners' association wishes to sell, lease for a: term of one year or greater, or otherwise convey an interest in the unit owner's unit, then that unit owner must offer it first to the unit owners' association by delivering a written offer to the executive board, which shall have thirty days from receipt of the written offer to accept or reject it. The written offer must include a copy of the proposed sale contract, lease, or other transfer instrument which the unit owner wishes to accept from another party, Should the unit owners' association reject the offer, the unit owner may not sell, lease, or otherwise convey an interest in the unit owner's unit to any other person or entity for a lesser -price or upon more favorable terms than those offered to the unit owners' association. This section shall not apply to a conveyance from a unit owner to the unit owner's spouse or children or pursuant to laws of testacy or intestacy, or to a person or entity who will hold the unit in trust for the benefit of the unit owner, the unit owner's spouse, or children. Following any conveyance, however, the unit conveyed shall remain subject to this section. A lease of three months or longer, but less than one year shall not be subject to the above described review and acceptance of the association, but a copy of the lease shall be required to be filed with the executive board along with the name of the tenant and other pertinent information required by the executive board. No lease shall be for a term of less than three (3) months.

Section 5.4. Rules and Regulations. The executive board shall adopt rules and regulations that shall further regulate the management of the condominium and the conduct of the unit owners and their permitees, invitees, and lessees, which rules and regulations may include limiting the use of and access to the roads or common areas at particular times or during certain weather conditions or other circumstances. In particular, but without limiting the generality of the foregoing, the executive board may regulate parking at the condominium, including the type and number of vehicles which may be parked and the locations where parking is allowed, require a standard form of lease be used when leasing a unit, and regulate the hours and use of the community center, including but not limited to, from time to time, limiting its availability to fewer than all unit owners or establishing a fee for use. The executive committee may restrict access to parts of the Common Elements, as it deems necessary, for the purpose of safety, construction, maintenance and/or repair.

Section 5.5. Violations by Unit Owners. The violation of any rules or regulations, the breach of any of the bylaws, or the breach of any provision of this declaration shall give the executive board the right to take whatever action is reasonably necessary to terminate the particular violation or breach, to remedy any damage occasioned by such violation or breach, and to prevent further violation or breach. Such action on the part of the executive board may include entry into any unit where such violation or breach exists without giving rise to any manner of trespass and may include the bringing of any appropriate legal action. The costs of any such termination, reparation, or prevention, including reasonable attorneys' fees, shall be assessed against the unit of the unit owner in violation or breach. The executive board shall impose reasonable fines, up to $ I00 per day, for such violations or breaches.

ARTICLE 6
UNIT OWNERS' ASSOCIATION

Section 6.1. Membership. Tinker Hill Condominium Association shall be organized to govern and operate the condominium. All unit owners shall be members of the unit owners' association, and no one other than a unit owner shall be a member.

Section 6.2. Powers. The unit owners' association shall have all of the powers allowed by the Maine Condominium Act, but it shall not exercise its powers to acquire real property or to cause additional improvements to be made as a part of the common elements or to alter the outward appearance of the condominium buildings, unless unit owners entitled to cast sixty percent (60%) or more of the votes in the unit owners' association agree to such action, nor shall it make or authorize a non-budgeted expenditure of funds unless unit owners entitled to cast sixty percent (60%) or more of the votes in the unit owners' association agree to such action.

Section 6.3. Meetings. The unit owners' association shall meet at least once in each calendar year. A quorum shall be present if unit owners entitled to cast more than thirty percent (3O%) of the votes in the association are present in-person or by proxy. The vote allocated to a unit must be cast as one vote; no vote may be divided.

Section 6.4. Executive Board. The executive board shall consist of no less than three (3) nor more than five (5) members, who shall be elected by the unit owners' association in accordance with its bylaws (except as provided in section 4.3 above). The executive board may act on behalf of the unit owners' association in all instances, subject to the provisions of the Maine Condominium Act and this declaration. The executive board shall not make nor authorize non-budgeted expenditures of funds unless required in cases of emergency.

Section 6.5. Notice. The executive board shall cause notice of matters affecting the condominium to be given to all unit owners by hand delivering, sending prepaid by United States' mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner or sent by electronic means to any other address, including an e-mail address, specifically designated by the unit owner. If a unit is owned by more than one person, then notice given to one of the unit owners shall be sufficient to serve as notice to all owners of that unit. If the notice is of a meeting at which a unit owner has the right to vote or of an action to be taken to which a unit owner has the right to consent or refuse consent, then the notice shall be given to such unit owner at least fourteen days prior to such meeting or the taking if such action. Such notices shall also be posted on a bulletin board in the association's community center, but any failure in such posting shall not affect the validity of any notice.

Section 6.6. Bylaws. The bylaws of the unit owners' association shall contain provisions for its operation and governance. No provision of the bylaws shall be inconsistent with this declaration.

ARTICLE 7
ASSESSMENTS

Section 7.1. Common Expenses. Except as set forth in this Article, the common expenses shall be assessed against all of the units in the condominium in accordance with the percentages of liability for the common expenses listed in Exhibit B (*not included*).

Section 7.2. Limited Common Elements. Any common expense arising from the maintenance, repair, or replacement of a limited common element and any common expense which benefits fewer than all of the units, even though not arising from a limited common element, shall be assessed exclusively against those units which it benefits, in the same proportion as their allocated percentages of common expense liability bear to each other.

Section 7.3. Misconduct. Any common expense caused by the misconduct of a unit owner or owners shall be assessed by the unit owners' association against the unit owner's unit or the unit owners' units.

ARTICLE 8
AMENDMENT

This declaration may be amended only by complying with the procedures specified by the Maine Condominium Act. Any amendment which requires a vote of the unit owners but does not require unanimous consent, shall fail of passage unless agreed to by the unit owners of units to which sixty percent (60%) or more of the votes in the unit owners' association have been allocated.

ARTICLE 9
EASEMENTS

The condominium is subject to the following easements, and all units are conveyed subject thereto, see attached **Exhibit C** *(not included).*

ARTICLE 10
GENERAL PROVISIONS

Section 10.1. Definitions. Terms not defined in this declaration shall have the meanings defined in the Maine Condominium Act. The use herein of the term Declarant includes any _ successor declarant or assignee of the Declarant. The term unit owner refers equally to all of the owners of a unit, of whatever number and gender.

Section 10.2. Construction and Severability. The provisions of this declaration shall be construed, if possible, so as to be valid and enforceable under the laws of the State of Maine. If any provision cannot be so construed and is held to be unenforceable, then it shall be considered severable, and the remaining provisions shall continue to be valid and enforceable.

Section 10.3. Precedence. No provision of the bylaws or rules and regulations of the unit owners' association shall conflict or be inconsistent with this declaration. Any such conflicting or inconsistent provision shall be void and of no effect.

B. BYLAWS of TINKER HILL CONDOMINIUM ASSOCIATION

ARTICLE I
ORGANIZATION

Section 1.1. Applicability. These bylaws shall govern the operation and management of Tinker Hill Condominium Association, a Maine nonprofit corporation which is the unit owners' association of Tinker Hill, A Condominium, located in Ellsworth, Hancock County, Maine. The provisions of these bylaws apply to all owners of units of the condominium, together with their lessees and mortgagees, and to their permittees, invitees, and any others who use or occupy any part of the condominium.

Section 1.2. Office. The principal office of the association, where the books and records of the association shall be kept, shall be at the condominium or at such other location within the State of Maine, as the executive board may direct. The books and records of the association shall be made available for inspection by any unit owner upon a request made to the executive board.

Section 1.3. Definitions. As used in these bylaws, the following terms shall have the following meanings. The condominium means Tinker Hill, A Condominium, and the association means the unit owners' association of the condominium, namely, Tinker Hill Condominium Association. The declaration means the declaration of condominium which created the condominium, as it may from time to time be amended. The executive board means the executive board of the association. The declarant means Tinker Hill, LLC, a Maine limited liability company, which created the condominium by executing the declaration and also means any successor(s) to or assignee(s) of the declarant. Unit owner means the owner or all of the owners of a unit of the condominium, of whatever number and gender. Other terms shall have the meanings defined in the Maine Condominium Act, ME. REV. STAT. ANN. tit. 33, §§ 1601-101 to 1604-118, as it may be amended from time. to time.

ARTICLE II
EXECUTIVE BOARD

Section 2.1. Membership. The executive board shall consist of at a minimum three and at a maximum five members, all of whom shall be unit owners. The association shall elect the members of the executive board.

Section 2.2. Terms. The members of the executive board shall be elected for terms of one year. Terms may be somewhat longer or shorter than the stated period due to variations in the date of the annual meeting of the association. A member of the executive board may be reelected any number of times.

Section 2.3. Vacancies. If a vacancy occurs on the executive board due to the resignation, incapacity, or death of a member, the remaining members may appoint a new member to fill the vacancy. The member so appointed shall serve until the next meeting of the association, at which time the association shall elect a member to serve the unexpired portion, if any, of the term of the member who left the executive board.

Section 2.4. Elections. The election of members of the executive board by the association shall take place at the annual meeting of the association. Only unit owners may vote for members of the executive board; mortgagees and lessees may not vote. The declarant is the owner of any, unsold units and may vote. The election shall be by secret ballot if requested by the owners of units to which ten percent or more of the votes in the association are allocated.

Section 2.5. Removal. Any member of the executive board shall be removed from office if, at any meeting of the association, more than fifty percent of the votes in the association are cast in favor of his removal. Only those entitled to vote for members of the executive committee may vote upon such a motion for removal. Before such a vote is taken, the member whose removal is proposed shall be given the opportunity to address the association, if he is present at the meeting.
If a member is removed, a new member shall be elected to the executive board forthwith. The newly elected member shall serve on the executive board for the unexpired portion of the removed member's term.

Section 2.6. Qualifications. All members of the executive board shall be of legal majority, as determined by the laws of Maine, and shall not be subject to guardianship or conservatorship. All members shall be unit owners; mortgagees and lessees are not eligible, in such capacity, to serve on the executive board. If a unit is owned by a corporation, company, or a partnership or is held in trust, then an agent of the corporation or company or. a partner of the partnership or a trustee of the trust may be considered an owner of that unit and be eligible to serve on the executive board.

Section 2.7. Officers. At the first meeting of the executive board following the annual meeting of the association and at such other times as a new person becomes a member of the executive board, the executive board shall elect from among its members the following officers of the association:

a) a president, who shall preside at all meetings of the association and of the executive board,
b) a secretary, who shall keep records of the business transacted at all meetings of the association and of the executive board, and
c) a treasurer, who shall keep books evidencing the financial status and transactions of the association.

The secretary and the treasurer may be the same person, but the president shall not hold either of the other offices. The officers shall perform such other duties as the association may direct. No member of the executive board shall receive compensation from the association for serving on the executive board or as an officer of the association.
The executive board shall also appoint a registered agent of the association, who need not be a unit owner and who may receive compensation for his services.

If an officer resigns his office, the executive board shall vote forthwith to fill the vacancy. If a vacancy has been created on the executive board, however, the executive board shall wait until the vacancy has been filled before electing the officers. If for any reason, at any time, the executive board is unable to fill all of the officers' positions, then any member of the executive board not holding one of the offices shall be considered to have resigned from the executive board, but in this case, the vacancy shall be filled at a special meeting of the association which the executive board shall cause to be held not more than forty-five days after the occurrence of the vacancy.

The president or the secretary shall cause amendments to the declaration, duly adopted by the association, to be prepared for recording, and either or both of them may execute, certify, and record the same. The president or the treasurer or both may sign documents evidencing financial obligations of the association, such as checks, notes, and withdrawal orders. All other documents which must be signed on behalf of the association may be executed, certified, and recorded by any of its officers.

Section 2.8. Powers and Duties. The executive board shall have all powers necessary and proper for the governance and operation of the condominium and of the association and may exercise its powers and act on behalf of the

association in all matters, except those matters which are required by these bylaws, the declaration, the Maine Condominium Act, or other provisions of law to be voted upon by the association, nor may the executive board act on behalf of the association to determine the qualifications, powers and duties, or terms of office of executive board members, nor to make or authorize non-budgeted expenditures of funds unless required in cases of emergency. The executive board has the duties imposed upon it by law, the declaration, and these bylaws and shall perform those duties faithfully on behalf of the association.

Section 2.9. Delegation of Powers. The executive board may employ personnel, including a managing agent, to manage the daily affairs of the condominium. The executive board may delegate to such person or persons any or all of the following powers:

a) to hire and terminate employees and independent contractors,
b) to regulate the use, maintenance, repair, replacement, and modification of the common elements,
c) to receive payments on behalf of the association and to deposit them to association accounts,
d) to make payments on behalf of the association as authorized by the executive board and to sign checks for that purpose, and
e) to enforce the rules and regulations of the association.

The executive board may not delegate any of its other powers. If the executive board delegates a power, it shall nonetheless retain the right to exercise that power concurrently with the person to whom it was delegated, to overrule the decisions of that person, and to withdraw the power from that person at any time. Delegation of its powers shall not relieve the executive board from its responsibility for the faithful exercise of its powers on behalf of the association.

Section 2.10. Meetings. Regular meetings of the executive board may be held at such times and places as a majority of the executive board shall from time to time determine. Any member may participate in a meeting by conference telephone or similar communications equipment which allows all participants in the meeting to hear all of the other participants. At least four meetings shall be held during each fiscal year, and one of these meetings shall be held within fifteen days following the annual meeting of the association. Special meetings of the executive board may be called by the president upon notice three business days in advance of the meeting unless all of the executive board members agree to meet sooner. Any member of the executive board may call a special meeting, subject to the notice requirement, provided that a majority of the executive board members agree to meet. If all of the executive board members agree to meet, the meeting may be held at any time and place agreed upon.

Section 2.11. Notice. Notice of regular and special meetings shall be given to each member by mail, hand delivery, telephone or to any other mailing address designated in writing by the unit owner or sent by electronic means to any other address, including an e-mail address, specifically designated by the unit owner, and shall state the time, place, and purpose of the meeting. Any executive board member may waive notice in writing or via electronic means at any time, and such waiver shall be the equivalent of having received such notice. Attendance at any meeting by an executive board member shall constitute such a waiver of notice unless the member attends solely for objecting to any such action because the meeting was not lawfully called or convened.

Section 2.12. Quorum. At all meetings of the executive board, the participation in person, by telephone (or similar communication means) of fifty percent (50%) or more of the members thereof shall constitute a quorum, and the votes of a majority of the total number of members of the executive board shall be required to constitute the decision of the executive board. Each member of the executive board shall have one vote and may vote only in person or by a proxy which specifically describes the matter being voted upon.

Section 2.13. Informal Action. Any action required to be taken at a meeting of the executive board or any action that may be taken at such a meeting may be taken without a meeting if a written document setting forth the action so taken is signed by all of the members of the executive board entitled to vote with respect to such action.

Section 2.14. Fidelity Bonds. If so directed by the association, the executive board shall obtain fidelity bonds for all officers and employees of the association responsible for or having access to association funds.

Section 2.15. **Budget and Fiscal Year**. The fiscal year of the association shall be the calendar year. The executive board shall annually propose a budget for the association for the next fiscal year. Within thirty days after adoption of the proposed annual budget for the association, the executive board shall provide a summary of the budget to all of the unit owners and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting of the unit owners to which a majority of the votes in the association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. ln the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the executive board.

Section 2.16. Liability of the Executive Board. The members of the executive board shall not be liable to the association or to the unit owners or to others for any actions taken or omitted on behalf of the association, except for intentional misconduct or actions taken or omitted in bad faith. The members of the executive board shall not be personally liable for any obligations incurred on behalf of the association, except for obligations intentionally incurred contrary to the provisions of Jaw, the declaration, or these bylaws or incurred in bad faith.

ARTICLE III
THE CONDOMINIUM ASSOCIATION

Section 3.1. Membership. The membership of the association shall at all times consist exclusively of all the unit owners. Mortgagees and lessees of units are not unit owners and shall not be members of the association in such capacity.

Section 3.2. Title to Units. Title to the units may be taken in the name of an individual, in the name of two or more persons as joint tenants or tenants in common, in the name of a corporation, company, partnership, or other entity, or in the name of a fiduciary.

Section 3.3. Meetings. The association shall have an annual meeting on the same day of the same month of each year (i.e. second Tuesday in February), which day and month is to be selected by the Executive Committee. Special meetings of the Association shall be called by the president upon resolution by the executive board or upon petition of unit owners entitled to cast twenty-five percent or more of the votes in the association. No business shall be transacted at a special meeting except as stated in the notice of the meeting. Any meeting of the association shall be held at the place designated in the notice.

Section 3.4. Notice. The secretary of the association shall give notice to all unit owners not less than fourteen days but not more than thirty days before any meeting is to be held. Notice may be given by hand delivery, telephone, or to any other mailing address designated in writing by the unit owner or sent by electronic means to any other address, including an e-mail address, specifically designated by the unit owner. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or these bylaws, any budget changes, and any proposal to remove an executive board member.

Section 3.5. Waiver of Notice. Any unit owner may at any time waive notice of meetings of the association in writing, and such waiver shall be the equivalent of having received notice. Attendance at a meeting by a unit owner shall constitute waiver of notice.

Section 3.6. Quorum and Voting. The presence, in person or by proxy, of persons entitled to cast thirty (30) percent or more of the votes in the association shall constitute a quorum at any meeting of the association. All of the votes allocated to a unit must be cast together. A majority of the votes entitled to be cast on a matter by the members present or represented by proxy at a meeting at which a quorum is present shall be sufficient to decide the matter, unless a higher percentage of votes is required by the Maine Condominium Act, the declaration, or these bylaws. If a meeting cannot be held because a quorum is not present, persons entitled to cast a majority of the votes then represented, either in person or by proxy, may adjourn the meeting to a time less than thirty days from the time the original meeting was called. If a quorum is present at any such adjourned meeting later reconvened, any business that might have been transacted at the meeting originally called may be then transacted without further notice.

Section 3.7. Proxies. Votes may be cast by proxy. Proxies must be filed with the secretary at or before the time of each meeting and may designate any person, whether or not a unit owner, to act as proxy. The designation of any proxy shall be made in writing, signed by the unit owner, ·and may be revoked only by actual and written notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or if it purports to be revocable without notice. A proxy terminates eleven months after its date, unless it specifies a shorter term.

Section 3.8. Votes in the Event of Multiple Ownership of a Unit. All of the votes allocated to a unit must be cast together. If only one of the multiple owners of a unit is present at meeting of the association, he shall be entitled to cast all of the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. A majority in interest consists of owners of the unit who, collectively, own more than fifty percent of the unit. There is deemed to be a majority agreement when any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any other of the owners of that unit. If a majority agreement is not reached, the votes allocated to that unit shall not be cast.

Section 3.9. Informal Action. Any action required to be taken at a meeting of the association may be taken without a meeting if a written document setting forth the action so taken is signed by all of the unit owners entitled to vote with respect to such action,

Section 3.10. Procedure and Order of Business. At all meetings of the association, Robert's Rules of Order, as then revised, shall govern matters of procedure, except as they may conflict with these bylaws, the declaration, or provisions of law. The order of business at all meetings of the association shall be, to the extent required, as follows:

a) roll call;
b) proof of notice of meeting or waiver of notice; reading of minutes of preceding meeting;
c) reports of officers, executive board, and committees; election of executive board member(s);
d) unfinished business;
e) new business;
f) adjournment.

ARTICLE IV

ASSESSMENTS AND MAINTENANCE

Section 4.1. Common Expenses. The executive board shall determine the amount payable by the unit owners to meet the common expenses of the condominium. The common expenses shall be assessed against the units in accordance with the percentages established by the declaration, as it may from time to time be amended, except that the common electricity expense for exterior signs, lighting, street lights, trash removal, landscaping/snow removal, pest control, legal expenses, and administrative fees shall be assessed in equal shares against the units. The common expenses shall include, but are not limited to, (a) the maintenance and repair costs of the common elements; (b) the cost of any insurance obtained by the executive board; (c) any management fees or other administrative expenses incurred by the executive board; (d) the funding of any reserve funds as established by the executive board; (e) any amounts necessary to eliminate any deficits from prior fiscal years; and {f) any funds for capital improvements as authorized by the association. The maintenance and repair costs of a limited common element and any other common expense which benefits fewer than all of the units, even though not arising from a limited common element, shall be assessed exclusively against those units which it benefits; in the same proportion as their allocated percentages of common expense liability bear to each other.

Section 4.2. Collection of Assessments. The executive board shall notify in writing each unit owner of the amount of the common expenses assessed against his unit. Payment of the designated amount shall be due on the date or dates stated in the notification or, if not stated, fifteen (15) days after receipt of notification, unless otherwise stipulated by the executive board. In the event any amount remains unpaid, the executive board shall take prompt action, which may include the initiation of legal proceedings, to collect the outstanding balance. In addition, the executive board shall collect interest on any unpaid balances from the date payment was due at the rate of interest then charged by the City of Ellsworth on delinquent real property taxes. Any expenses incurred by the executive board in collecting such overdue payments, including the costs of any collection proceedings and attorneys' fees in connection with collection efforts, shall be paid by the delinquent unit owner. The executive board shall provide, upon the written request of any unit owner, a written statement in recordable form setting forth the amount of unpaid common expenses currently assessed against his unit. The statement shall he furnished within ten business days after receipt of the request.

Section 4.3. Liens for Assessments. The association has a lien on a unit for any unpaid common expense assessment levied against that unit. The association's lien is prior to all other liens and encumbrances except (a) those recorded before recordation of the declaration; (b) a first priority mortgage recorded before or after the due date of any amount owing; and (c) liens for real estate taxes and other governmental assessments or charges against the unit. Such a lien is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.

Section 4.4. Foreclosure of Lien. The lien in favor of the association for unpaid common expense assessments may be foreclosed in the same manner as a mortgage on real estate or in any other manner provided by law for the enforcement of liens. The association may take a deed in lieu of foreclosure. The association shall have the right to purchase such unit at the foreclosure sale and to hold, lease, mortgage, convey, or otherwise deal with the unit. A suit lo recover a money judgment for unpaid common expenses assessments may be brought without foreclosing or waiving the lien that secures the amount owing.

Section 4.5. Maintenance and Repair Responsibilities. The executive board, acting on behalf of the association, is responsible for the maintenance and repair of all common elements, including the limited common elements. Each unit owner is responsible for the maintenance and repair of his unit. Damage to common areas or other units

occasioned by a failure to maintain or repair a particular unit shall be the responsibility of the owner of that unit. In the event that such a failure to maintain or repair a unit creates the risk of structural damage to common areas or other units, the executive board shall have the authority to take reasonable measures to prevent such damage, including entry into the unit to perform such work as the circumstances may require.

Section 4.6. Repair or Reconstruction After Common Casualty. In the event the condominium building is substantially destroyed; any repair or restoration shall be substantially in accordance with the original architectural and engineering plans and subject to the approval of the association and shall comply with all applicable building codes.

Section 4. 7. Insurance. The executive board shall purchase and maintain such insurance on any or all of the condominium property or operations as is required by the Maine Condominium Act and such additional insurance as the executive board may deem appropriate. The executive board shall require each unit owner to furnish a certificate of insurance indicating that his unit is insured for no less than eighty percent of its actual cash value and that the association will be notified at least fifteen days before such policy can be canceled. Questions regarding insurance may be submitted to the association and the executive board may use its response to determine the scope and amount of coverage. Any such insurance purchased on behalf of the association shall not prevent a unit owner from obtaining insurance for his own benefit.

ARTICLE V
RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Section 5.1. Rules and Regulations. The executive board shall adopt rules and regulations that shall further regulate the management of the condominium and the conduct of the unit owners and their employees and lessees. Such rules and regulations shall become effective upon ratification by the association.

Section 5.2. Violations by Unit Owners. The violation of any rules or regulations, the breach of any of these bylaws, or the breach of any provision of the declaration shall give the executive board the right to take whatever action is reasonably necessary to terminate the particular violation or breach, to remedy any damage occasioned by such violation or breach, and to prevent further violation or breach. Such action on the part of the executive board may include entry into any unit where such violation or breach exists without giving rise to any mam1er of trespass and may include the bringing of any appropriate legal action. The costs of any such termination, reparation, or prevention, including reasonable attorneys' fees, shall be assessed against the unit of the unit owner in violation or breach. The executive board shall impose reasonable fines for violations of the rules and regulations, of up to $100 per violation.

Section 5.3. Payment of Common Expense Assessments. Each unit owner shall be obligated to pay the common expense assessment levied by the executive board pursuant to the provisions of article IV of these bylaws at such time as the executive board shall determine. Any assessment levied against a unit after any sale or transfer of the unit shall become the responsibility of the purchaser or transferee. A purchaser or transferee shall also be liable for the payment of any -previous assessment remaining unpaid at the time of sale or transfer.

Section 5.4. Use. All of the units not owned by the Declarant shall be used only for single family, residential purposes.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1. Tort Liability. Each unit owner shall be deemed to have released and exonerated every other unit owner and the association, and the association shall be deemed to have released and exonerated every unit owner from any tort liability, other than that based on fraud or criminal acts, to the extent to which such liability is satisfied by proceeds of liability insurance carried by a unit owner or by the association.

Section 6.2. Mortgages. Every unit owner shall notify the executive board of the name and address of any person holding a mortgage of his unit. The executive board shall, upon request, provide the mortgagee with such information as relates to the mortgagee's financial interest in the unit as required by the Maine Condominium Act.

Section 6.3. Notices. All notices required by these bylaws shall be either hand delivered with receipt acknowledged or sent by registered mail, return receipt requested to the unit owners at the condominium or at such other addresses as they may have furnished in writing to the executive board. All notices shall be deemed to have been given either upon hand delivery or when mailed.

Section 6.4. Severability. The invalidity of any provision of these bylaws shall not affect or impair the validity, enforceability, or effect of any other provision of these bylaws.

Section 6.5. Waiver. Any failure by any party to enforce any restriction, condition, obligation, or provision of these bylaws shall not be deemed a waiver or abrogation of the same, regardless of the number of breaches or violations that may occur or the number of instances in which enforcement is not pursued.

Section 6.6. Conflict. These bylaws shall be construed, if possible, to comply with the provisions of the declaration and Maine law. Any provision of these bylaws which cannot be so construed shall be void and of no effect, and the provisions of the declaration or Maine law shall control.

ARTICLE VII
AMENDMENT

These bylaws may be altered or amended at any duly called meeting of the association provided that the notice of the meeting contained a full statement of the proposed amendment and that the amendment is approved by the owners of units to which sixty (60) percent or more of the votes in the association are allocated. No amendment to these bylaws shall be contrary to the provisions of the declaration, the Maine Condominium Act, or the Maine Nonprofit Corporation Act, as they may from time to time be amended.

Section 16. New Owner or Tenant Registration Form

Tinker Hill Homeowners' Association, Inc.
46 Tinker Farm Way Ellsworth, ME 04609
E-mail tinkerhillcoa@gmail.com

REGISTRATION REQUIRED FOR EVERY ADULT & PET

Legal Name: _____

Legal Name: _____

Legal Name: _____

Primary Email Address & Will Receive ALL Email: _____

Secondary Email Address & Name: _____

Primary Cell Phone & Name: _____

Secondary Cell Phone & Name: _____

Work Phone Number & Name: _____

Work Phone Number & Name: _____

Home Phone Number: _____

FOR 4 or MORE ADULT OCCUPANTS – COMPLETE 2ND REGISTRATION FORM

For EACH Pet, List Breed, Weight (50 Pound Maximum), Name and Digital Photo

Pet 1:

_____

Pet 2:

_____

Pet 3:

_____