

21445

DECEMBER 1993 AMENDMENTS TO  
BECKWITH WOODS COMMUNITY ASSOCIATION  
DECLARATION OF COVENANTS,

DATED MAY 3, 1988  
Recorded with Hancock County Registry of Deeds  
in Book 1693, Page 131

I. FIRST AMENDMENT of DECLARATION OF COVENANTS, DATED MAY 3, 1988.  
Recorded with Hancock County Registry of Deeds in Book 1693, Page 131.

BECKWITH WOODS COMMUNITY ASSOCIATION meeting of all Lot owners held October 29, 1993, at which meeting the May 3, 1988, Declaration of Covenants was duly amended as follows:

The original provision of ARTICLE III, Section 2, Voting Rights, stated the following as to the timing of Developer's changeover from Class B membership (with additional votes per unit) to Class A membership:

"Class A. Class A Members shall be all Owners of Lots occupied by Unit/Residences with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership by Section I, above. When more than one Person holds such interest or interests in any such Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Developer subject to this Declaration, or which the Developer has reserved the right to submit to this Declaration by recording a Supplementary Declaration; provided, that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class B membership equals the total votes outstanding in the Class A membership;" (Emphasis added)

To clarify the meaning of this provision, the following amended subparagraph (a) was adopted by the membership:

"(a) when the total votes outstanding in the Class B membership become less than the total votes outstanding in the Class A membership;"

**II. SECOND AMENDMENT of DECLARATION OF COVENANTS, DATED MAY 3, 1988, Recorded with Hancock County Registry of Deeds in Book 1693, Page 131, to clarify definitions and make technical language of Declaration consistent with deeds to individual lot owners.**

BECKWITH WOODS COMMUNITY ASSOCIATION special meeting of all Lot owners for consideration of further amendments with ballots counted December 20, 1993, and the May 3, 1988, Declaration of Covenants was duly amended as follows:

**A. ARTICLE I, DEFINITIONS**

**1. The original definition of "LIMITED COMMON ELEMENT" (Section 1, (j)):**

"(j) Limited Common Element: The deck or patio, steps or stoop, and driveway attached to or adjoining the outside of any unit/residence upon each Lot and any water, sewer, or other utility line or other fixture(s) designed to serve only one Lot but not defined herein or shown on the Plan as a part of the Lot. As to any such Limited Common Element, the owner of the Lot to which the Limited Common Element is attached or specifically identified herein or otherwise shall have an exclusive right of use as appurtenant to the Lot to the exclusion of all other Lots."

**The amended definition of "LIMITED COMMON ELEMENT":**

(j) Limited Common Element: The driveway adjoining the outside of any unit/residence upon each Lot and any water, sewer, or other utility line or other fixture(s) or adjoining non-structural improvement designed to serve only one Lot but not defined herein or shown on the Plan as a part of the Lot. As to any such Limited Common Element, the owner of the Lot which adjoins or specifically identified with the Limited Common Element shall have an exclusive right of use as appurtenant to the Lot to the exclusion of all other Lots.

**2. The original definition of "RESIDENCE, UNIT ..." (Section 1, (t)):**

"(t) Residence, Unit, or Unit/Residence: Any building or portion of a building situated on the Properties and on additional lands that may become subject to this Declaration as provided in Article II, Section 2, designed and intended for use and occupancy for residential purposes by a Person. A residence may include one or two common or party walls with the adjoining unit/residence(s). The vertical boundaries of the unit/residence shall be the exterior of the outside walls extending from basement to roof of the residence (excepting the outside attached deck, patio, steps or stoop or other fixtures which are Limited Common Elements) and as to interior party walls, the center line of the interior walls bounding a residence. Typical plans of each type of Residence are depicted on architectural

renderings attached to this Declaration. The actual size, layout and characteristics of Residences of the same type may vary from Residence to Residence so that these architectural renderings are for illustrative purposes only and are not a warranty or guaranty that a specific Residence will actually appear as the Residence of that type is depicted on the architectural renderings.

The amended definition of "RESIDENCE, UNIT, OR UNIT/RESIDENCE":

(i) Residence, Unit, or Unit/Residence: Any building or portion of a building situated on the Properties and on additional lands that may become subject to this Declaration as provided in Article II, Section 2, designed and intended for use and occupancy for residential purposes by a Person. A residence may include one or two common or party walls with the adjoining unit/residence(s). The vertical boundaries of the unit/residence shall be the exterior of the outside walls extending from basement to roof of the residence (INCLUDING the attached deck which includes either elevated deck or attached structurally enclosed patio and the attached steps or stoop but excluding any other fixtures or improvements which are Limited Common Elements) and as to interior party walls, the center line of the interior walls bounding a residence. Typical plans of each type of Residence are depicted on architectural renderings attached to this Declaration. The actual size, layout and characteristics of Residences of the same type may vary from Residence to Residence so that these architectural renderings are for illustrative purposes only and are not a warranty or guaranty that a specific Residence will actually appear as the Residence of that type is depicted on the architectural renderings.

B. ARTICLE VII, MAINTENANCE; SECTION 3; OWNER'S RESPONSIBILITY:

1. Original "ARTICLE VII, MAINTENANCE" is retitled as "ARTICLE VIII, MAINTENANCE".

2. Original ARTICLE VII (now retitled ARTICLE VIII), MAINTENANCE; SECTION 3, had the following FINAL PARAGRAPH:

"The Owner of a Unit/Residence to which a Limited Common Element balcony/deck or steps are appurtenant shall perform the routine, daily maintenance of such Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All routine and/or regular structural repair or replacement shall be made by the Association as a common expense. Beckwith Woods Community Association shall determine a common maintenance schedule for exterior, roofing, deck, and front steps maintenance and replacement."

Amended FINAL PARAGRAPH OF SECTION 3 IN NEW ARTICLE VIII,  
MAINTENANCE:

" The Owner of a Unit/Residence to which a balcony/deck or stoop/steps are attached shall perform the routine, daily maintenance of such attachments, including keeping all such improvements in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by Owner(s) negligence, misuse or neglect. All routine and/or regular structural repair or replacement to the exterior surfaces of such attached balcony/deck or stoop/steps shall be made by the Association as a common expense as provided in Section 1 of this Article. Beckwith Woods Community Association shall determine a common maintenance schedule for exterior, roofing, deck, and front steps maintenance and replacement.

IN WITNESS WHEREOF, the President of BECKWITH WOODS COMMUNITY ASSOCIATION has hereunto executed and sealed this Amendment of Declaration as of this 23 day of December, 1993.

BECKWITH WOODS COMMUNITY ASSOCIATION

*Karen Brown*

By: *Kevin W. Pottle*  
Kevin W. Pottle, President

STATE OF MAINE  
Hancock, ss.

December 23, 1993

Personally appeared before me the above-named Kevin W. Pottle, President of BECKWITH WOODS COMMUNITY ASSOCIATION, and acknowledged the foregoing instrument to be his free act and deed in his stated capacity and the free act and deed of BECKWITH WOODS COMMUNITY ASSOCIATION.

*Judith A. Sherwood*  
Notary Public

Judith A. Sherwood  
My Commission Expires 9/12/94  
Type or print name of official

SEAL

RECEIVED

93 DEC 23 PM 2:46

REGISTER OF DEEDS  
HANCOCK COUNTY CO.

*Margaret Robinson*

REGISTER

SEE BACK - WAY IS COMMUNITY RECORDS  
P.O. BOX 903  
ENCLIN, ME  
11429