

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR INDIAN POINT SEASONAL CONDOMINIUM PROPERTIES

COPY

This Amendment, made this 12th day of February, 2001, by Indian Point Owner's Association, a Maine non-profit corporation with a principal place of business in Raymond, Maine, (the "Association")

WITNESSETH:

WHEREAS, Hull Flyers, Inc. a Maine corporation with a principal place of business now or formerly in Cumberland, Maine (the "Declarant"), created Indian Point Seasonal Condominium Properties (the "Condominium") by Declaration of Condominium dated April 28, 1988 and recorded in the Cumberland County Registry of Deeds in Book 8268, Page 124, as amended by Amendment to Declaration dated May 15, 1988 and recorded in said Registry of Deeds in Book 8290, Page 25 (the "Declaration"), and by final plan for the Condominium and addenda thereto recorded in said Registry of Deeds in Plan Book 170, Page 45; and

WHEREAS, the Declarant control period for the Condominium has ended pursuant to paragraph 7 of the Declaration and 33 M.R.S.A. §1603-103; and

WHEREAS, the Association desires to Amend the Declaration as set forth below, and all necessary votes and procedures set forth in 33 M.R.S.A. §1602-117 and in the Declaration, including Paragraph 8 thereof, having been followed, and the requisite percentage of votes having been cast in favor hereof;

NOW THEREFORE:

The Association hereby amends the Declaration as follows:

1. Paragraph 9(c)(xiii) is hereby deleted and replaced in full by the language set forth on the attached Schedule A.
2. The land described on the attached Schedule B is hereby added to that land made subject to the Declaration, such Schedule B land to be a Common Element of the Condominium, subject to the easements, covenants, restrictions, and reservations contained in and created by the Declaration, the Bylaws of the Association and all matters set forth on the Plats and Plans.

IN WITNESS WHEREOF, the undersigned Jonathan Korda, President of the Indian Point Owners Association, being hereunto duly authorized, does hereby certify the foregoing Amendment on behalf of the Association.

INDIAN POINT OWNERS ASSOCIATION

Cynthia Colwell
Witness

Jonathan Korda
Jonathan Korda
Its: President

State of Maine
County of York

February 12th, 2001

Then personally appeared before me the above named Jonathan Korda, President of the above named Association, hereunto duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

John G. Lemare
Notary Public/Attorney at Law
John G. Lemare

Schedule A

9(c)(xiii)

"Parking spaces may be used only for the parking of automobiles, street-legal motorcycles or other personal vehicles. No All-Terrain Vehicles or off-road vehicles shall be operated within the Condominium. However, those vehicles defined by current State of Maine and US Government statutes to be specifically designed for the transportation of handicapped persons shall be allowed. No vehicle of any kind belonging to a Unit Owner or guest shall be parked upon any road or way within the Condominium for more than 15 minutes. No motorized vehicles may be parked on common or limited common elements not specifically designated as Condominium parking areas for more than 15 minutes. Vehicles that meet both, the condition that they be specifically designed for the transportation of handicapped persons and that they not be intended for use on public roadways as a registered vehicle or conveyance are excepted from the restriction on parking in common or limited common areas."

For purposes of definition in this document, the vehicle commonly known as an "electrically driven golf cart", described here-in as "the vehicle" and not further defined within this document, is included in the class of vehicles designated by this Association as "specifically designed for the transportation of handicapped persons" but is subject to the following nine (9) additional conditions which must be entirely and continuously met:

- a) Only one handicapped person, as "handicapped" is defined by applicable Federal, State of Maine, and Town of Raymond regulation, may operate the vehicle and that person must be 18 years old or older and must be identified by letter from the unit owner to the Executive Board prior to introduction of the vehicle into the Condominium. If, however, the vehicle must be moved and the authorized operator is unable to drive it, a second person who is 18 years old or older may move the vehicle to the driver's site unit or parking area via the most direct roadway.
- b) The vehicle must be electrically or mechanically governed so that it is not capable of speeds in excess of 5 miles per hour.
- c) The operator of the vehicle or person legally responsible for the operator must carry and annually present a certificate of personal liability insurance in an amount not less than \$500,000 (or other increased, but reasonable amount that shall be determined by the Executive Board and included in the Association rules and Regulations at each 5 year interval beginning in 2005).
- d) Passengers are prohibited from riding in the vehicle at any time.
- e) The owner of the unit to which the vehicle is assigned must provide an annual certification indicating that the subject vehicle is certified speed restricted to 5 mph and that it meets all applicable safety requirements and is operating properly. An authorized dealer or service provider representing the brand of vehicle being certified must provide the certificate.
- f) For a first violation of any of the conditions listed herein, the Association will issue a written warning. A second violation within two years of the first will result in a one calendar year revocation of the privilege to have the vehicle on a site unit or to operate it anywhere within the condominium and a fine representing fifty percent (50%) of the combined condominium fees assessed over the most recent past fiscal year on all site and slip units owned by the person or persons legally responsible for the operator of the vehicle. A subsequent violation, at any time, will result in permanent revocation of the privilege and another fine as described previously in this section. Any legal or administrative fees expended by the Association for the enforcement of these conditions or collection of fines shall be assigned to the owners of units to which the vehicle is assigned.

- g) Any right or privilege described in this document that allows operation of the vehicle as it is assigned to a site or slip unit shall be immediately revoked upon transfer of site unit and/or slip unit ownership. In addition, the same rights or privileges shall be suspended during any periods when the unit to which the vehicle is assigned may be rented or subleased.
- h) Annually, by April 1st, the operator of the vehicle and/or person or persons legally responsible for the operator shall indicate their understanding and agree to all of the conditions herein by their dated signature on a certificate. Such certificate will certify both the assignment of the vehicle to a specific site unit and/or slip unit and the satisfactory vehicle inspection for safety and speed restriction. The certificate shall be counter signed by three Executive Board members and shall be retained in Association records together with the letter filed by the unit owner identifying the operator of the cart. Copies will be given to all signers."
- i) The Association may add, from time to time, such other reasonable conditions in furtherance of its best interest. Unless immediately life-threatening situations require immediate action, such conditions shall be included in the printed and distributed Rules and Regulations for the Association before taking effect.

Schedule B

A certain lot or parcel of land located westerly of and adjacent to Route 302, in Raymond, Maine, bounded and described as follows:

Beginning at a point being a set 5/8 inch rebar with an aluminum cap marked "SMRT RLS 1036" on the westerly sideline of said Route 302, said point being Southerly along said Route 302 being along a curve to the right having an arc distance of one hundred eleven and forty five hundreds feet (111.45') said curve having a radius of one thousand two hundred twenty three and fifty seven hundreds feet (1223.57') a central angle of 5° 13' 07" and a chord bearing (from the highway monument to the set point) of S 8° 47' 44"E and a chord distance of one hundred eleven and forty one hundreds feet (111.41') from a found four inch by four inch granite highway monument at station 827+03.71 as shown on the highway plan of State Highway Number 14 S.H.C. filed Number 3-110 as said plan is recorded in the Cumberland County Registry of Deeds in Plan Book 49, Page 6.

Thence S 65° 45' 07" W along lands now or formerly of James F. Hartley eleven and thirteen hundreds feet (11.13') to a found one inch iron pipe;

Thence continuing S 65° 45' 07" W along property belonging to said Hartley one hundred sixty seven and seventy four hundreds feet (167.74') to a point;

Thence S 8° 4' 20" E a distance of one hundred twenty eight and twelve hundreds feet (128.12') to a point;

Thence N 65° 56' 11" E a distance of one hundred sixty six and seventy hundreds feet (166.70') to a point along the westerly sideline of State Route 302;

Thence northerly along the westerly sideline of said State Route 302 along a curve to the left to the point of beginning.

The above premises are subject to an easement in favor of Indian Point Seasonal Condominium Properties for ingress and egress and for construction, maintenance and repair of sub-surface sewage disposal system which easement includes the right to lay suitable pipes and conduits in connection with said system and to repair, replace and maintain the same. Said easement is identified as "alternate septic site" on Plan recorded in the Cumberland County Registry of Deeds in Plan Book 170, Page 45 and the easement affects no other area of the within conveyed premises.

The premises are conveyed subject to any easements and restrictions of record and this deed includes all rights easements, privileges, and appurtenances belonging to the premises hereinabove described.

Being the same premises described in a Warranty Deed from Eleanor M. Copp to the Indian Point Owners Association dated January 19, 2001 and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____.