

001125

RECORDS REGISTRY
97 MAY 13 PM 3:41

John Wilson
REGISTERED

RESTATED DECLARATION OF CONDOMINIUM

EVERGREEN VALLEY INN, A TIME SHARE CONDOMINIUM

STONEHAM, MAINE

May 5, 1997

BK37216309

*filed 3-17
1997*

**RESTATED
DECLARATION OF CONDOMINIUM
OF
EVERGREEN VALLEY INN, A TIME SHARE CONDOMINIUM**

TABLE OF CONTENTS

ARTICLE 1	1
SECTION 1.1. <u>SUBMISSION TO MAINE CONDOMINIUM ACT</u>	1
SECTION 1.2. <u>ADDRESS OF CONDOMINIUM</u>	2
ARTICLE 2	2
SECTION 2.1. <u>TERMS DEFINED IN THE ACT</u>	2
SECTION 2.2. <u>TERMS SPECIFICALLY DEFINED IN THIS DECLARATION</u>	2
SECTION 2.3. <u>PROVISIONS OF THE ACT</u>	5
ARTICLE 3	5
SECTION 3.1. <u>UNIT BOUNDARIES</u>	5
SECTION 3.2. <u>RELOCATION OF UNIT BOUNDARIES</u>	7
SECTION 3.3. <u>SUBDIVISION OF UNITS</u>	7
SECTION 3.4. <u>MAINTENANCE RESPONSIBILITIES</u>	7
SECTION 3.4.1 <u>MAINTENANCE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS</u>	7
SECTION 3.4.2 <u>MAINTENANCE OF UNITS</u>	7
SECTION 3.4.3 <u>ASSESSMENT OF MAINTENANCE EXPENSES</u>	7
ARTICLE 4	8
SECTION 4.1. <u>DESCRIPTION OF COMMON ELEMENTS</u>	8
SECTION 4.2. <u>DESCRIPTION OF LIMITED COMMON ELEMENTS</u>	8
SECTION 4.3. <u>SPECIFIED LIMITED COMMON ELEMENTS</u>	8
SECTION 4.4. <u>LOCATIONS OF COMMON AND LIMITED COMMON ELEMENTS</u>	8
SECTION 4.5. <u>RESERVED COMMON ELEMENTS</u>	9
SECTION 4.6. <u>ALTERATION OF COMMON ELEMENTS BY THE ASSOCIATION</u>	9
ARTICLE 5	9
SECTION 5.1. <u>TIME SHARE ESTATES</u>	9
SECTION 5.2. <u>SERVICE PERIODS</u>	9
SECTION 5.2. <u>SERVICE PERIODS</u>	9
SECTION 5.3. <u>PERCENTAGE INTERESTS</u>	9
SECTION 5.4. <u>COMMON EXPENSES</u>	10
SECTION 5.5. <u>ALLOCATION OF VOTING RIGHTS</u>	10
SECTION 5.6 <u>CASTING OF VOTES</u>	10
ARTICLE 6	10
SECTION 6.1. <u>ADDITIONAL EASEMENTS</u>	10
SECTION 6.2. <u>RESERVATION OF EASEMENT RIGHTS</u>	13
ARTICLE 7	13
SECTION 7.1. <u>USE</u>	13
SECTION 7.2. <u>EXCLUSIVE USE AND OCCUPANCY</u>	14
ARTICLE 8	14
SECTION 8.1. <u>SUBJECT TO DECLARATION</u>	15
SECTION 8.2. <u>RIGHTS OF ELIGIBLE MORTGAGE HOLDERS</u>	15

BK372P6310

SECTION 8.3. <u>RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS</u>	16
SECTION 8.4. <u>LIABILITY FOR USE AND CHARGES</u>	16
SECTION 8.5. <u>CONDEMNATION RIGHTS</u>	17
SECTION 8.6. <u>BOOKS AND RECORDS</u>	17
ARTICLE 9	17
SECTION 9.1. <u>TYPES AND AMOUNTS</u>	17
SECTION 9.2. <u>REQUIRED PROVISIONS</u>	19
SECTION 9.3. <u>INSURANCE TRUSTEE AND POWER OF ATTORNEY</u>	21
SECTION 9.4. <u>REPAIR OF DAMAGE OR DESTRUCTION TO CONDOMINIUM</u>	21
SECTION 9.5. <u>ADDITIONAL INSURANCE</u>	21
SECTION 9.6. <u>TIME SHARE OWNER INSURANCE</u>	21
ARTICLE 10	22
SECTION 10.1. <u>LIMITED LIABILITY OF THE BOARD OF DIRECTORS</u>	22
SECTION 10.2. <u>INDEMNIFICATION</u>	23
SECTION 10.3. <u>DEFENSE OF CLAIMS</u>	23
SECTION 10.4. <u>STORAGE; DISCLAIMER OF BAILEE LIABILITY</u>	23
ARTICLE 11	23
SECTION 11.1. <u>APPLICABILITY OF CONDOMINIUM DOCUMENTS</u>	23
SECTION 11.2. <u>EMINENT DOMAIN</u>	24
ARTICLE 12	24
SECTION 12.1. <u>POWERS OF THE MASTER ASSOCIATION</u>	24
SECTION 12.2. <u>BOARD OF DIRECTORS OF THE ASSOCIATION</u>	24
SECTION 12.3. <u>CLASS VOTING FOR MEMBERS OF THE BOARD OF DIRECTORS</u>	25
SECTION 12.4. <u>EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS</u>	25
SECTION 12.5. <u>DISPUTES</u>	25
SECTION 12.6. <u>ABATING AND ENJOINING VIOLATIONS BY OWNERS AND TIME SHARE OWNERS</u>	26
ARTICLE 13	27
ARTICLE 14	27
SECTION 14.1. <u>ASSOCIATION BUDGETS</u>	27
SECTION 14.2. <u>COMMON FACILITIES BUDGET</u>	27
SECTION 14.3. <u>INN BUDGET</u>	29
SECTION 14.4. <u>VILLAS BUDGET</u>	30
SECTION 14.5. <u>BUDGET ADOPTION PROCEDURES</u>	31
SECTION 14.6. <u>GENERAL POWER TO ASSESS</u>	32
SECTION 14.7. <u>SPECIAL ASSESSMENTS</u>	32
SECTION 14.8. <u>PAYMENT OF ASSESSMENTS</u>	33
SECTION 14.9. <u>FAILURE TO FIX NEW ASSESSMENTS</u>	33
SECTION 14.10. <u>NO EXEMPTION BY WAIVER</u>	33
SECTION 14.11. <u>PERSONAL LIABILITY OF OWNERS AND TIME SHARE OWNERS</u>	33
SECTION 14.12. <u>LIABILITY OF PURCHASER FOR UNPAID ASSESSMENTS</u>	34
SECTION 14.13. <u>SUBORDINATION OF CERTAIN CHARGES</u>	34
SECTION 14.14. <u>SURPLUS</u>	34
SECTION 14.15. <u>ASSOCIATION AGREEMENT REGARDING SEPARATE ADJUSTMENT OF COMMON EXPENSE AND LIMITED COMMON EXPENSE ASSESSMENTS</u>	34
ARTICLE 15	36
SECTION 15.1. <u>SEPARATE MORTGAGES</u>	36
SECTION 15.2. <u>WAIVER OF PARTITION</u>	36
SECTION 15.3. <u>CONVEYANCE OF TIME SHARE ESTATE</u>	37

BK37216311

SECTION 15.4 <u>RESTRICTION ON TIME SHARE OWNERS</u>	37
ARTICLE 16	37
ARTICLE 17	38
ARTICLE 18	39
SECTION 18.1. <u>HEADINGS</u>	39
SECTION 18.2. <u>SEVERABILITY</u>	39
SECTION 18.3. <u>APPLICABLE LAW</u>	39
SECTION 18.4. <u>EFFECTIVE DATE</u>	39
SECTION 18.5. <u>NOTICES</u>	39
SECTION 18.6. <u>EXHIBITS</u>	39

BK372P6312

**RESTATED
DECLARATION OF CONDOMINIUM
EVERGREEN VALLEY INN, A TIME SHARE CONDOMINIUM
STONEHAM, MAINE**

THIS RESTATED DECLARATION is made as of the 5th day of May, 1997, pursuant to the Judgment and Order of the United States Bankruptcy Court. In the Matter of Evergreen Valley Resort, Inc., Chapter 11, Case No. 182-00225, dated August 22, 1996, recorded in the Oxford County Registry of Deeds, Western District, in Book 367, Page 1, and executed by Evergreen Valley Time Share Owners Association pursuant to said Order for and on behalf of all persons adjudged by said Court as holding an interest in the real estate hereby submitted to the Maine Condominium Act, situated in the Town of Stoneham, County of Oxford and State of Maine and for and on behalf of all persons holding an interest in the real estate submitted to or intended to have been submitted to the Declaration of Condominium dated May 8, 1978, recorded in said Registry of Deeds in Book 234, Page 688, made by Evergreen Valley Resort, Inc. (the "1978 Declaration") purporting to establish a time share condominium named "Evergreen Valley Inn."

TIME SHARE ESTATES AS DEFINED IN SECTION 591.7 OF TITLE 33, CHAPTER 10-A, OF THE MAINE REVISED STATUTES (hereinafter referred to as the "Time Share Act") WILL BE OR HAVE BEEN CREATED WITH RESPECT TO EACH OF THE UNITS OF THE CONDOMINIUM.

ARTICLE 1
SUBMISSION

Section 1.1. Submission to Maine Condominium Act. The 1978 Declaration is hereby amended and restated in its entirety. The Condominium, as redeclared by this Restated Declaration, is subject in all respects to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as the same may be amended from time to time, known as the Maine Condominium Act (the "Act"). The real estate described in Exhibit A attached hereto and made a part hereof, together with and subject to all easements, rights and appurtenances thereto belonging and all buildings and improvements located or to be located thereon is hereby submitted to the Act. In addition to the foregoing, Evergreen Valley Time Share Owners Association (the "Association") hereby submits to the Act all rights and interests granted by that certain Easement Deed and Covenant from Robert P. Bahre and Sandra L. Bahre to the Association dated as of May 5, 1997 and recorded in the Oxford County Registry of Deeds, Western District in Book 372, Page 42, (hereinafter the "Utilities Easement Deed") which is submitted to the Act as a Common Element of the Condominium and the Villas Condominium as hereinafter defined, and, included within the land described in Exhibit A, hereby submits the land described in that certain Deed from Robert P. Bahre and Sandra L. Bahre to the Association dated as of May 5, 1997 and recorded in said Registry of Deeds in Book 372, Page 42 which land is submitted to the Act as

BK 372 6313

a Common Element of the Condominium, subject to an easement in such land as described in the Villas Declaration as hereinafter defined, and hereby submits certain Time Share Estates in Unit Week 20 and Unit Week 48 which are hereby made Limited Common Elements, and Unit 140 which is hereby made a Common Element of the Condominium. All of the real estate hereby submitted to the Act is hereinafter referred to as the "Property." The maximum number of Units shall be fifty-one (51). Each Unit shall be divided into not more than fifty-two (52) separate Time Share Estates, two (2) of which Time Share Estates shall be Service Periods which are Limited Common Elements as described in this Declaration.

Section 1.2. Address of Condominium. The address of the Condominium is:

Evergreen Valley Inn, A Time Share Condominium
R.F.D. #1, Box 760
East Stoneham, Maine 04231

ARTICLE 2 DEFINITIONS

Section 2.1 Terms Defined in the Act. Capitalized terms are defined herein or in the Plats and Plans, otherwise they shall have the meanings specified or used in the Act.

Section 2.2. Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plats and Plans:

(a) "Annual Assessment" means the Time Share Owners' share of the anticipated Common Expenses, allocated by Unit and Unit Week, for each fiscal year of the Association's fiscal year as reflected in the budgets adopted by the Board of Directors for such fiscal year, payable on a monthly or other periodic basis as designated by the Board of Directors.

(b) "Association" means Evergreen Valley Time Share Owners Association, a Maine non-profit corporation to which all of the powers described in Section 1603-1602 of the Act have been delegated, pursuant to Article 12 of this Declaration and Section 1602-1602 of the Act.

(c) "Board of Directors" means the board of directors of the Association which shall have all of the powers of an executive board of a unit owners association as provided in the Act.

(d) "Building" means any residential, office, retail, commercial, recreational or service structure or other improvement now or hereafter constructed on the Property. The term "Building" shall mean and include the singular or plural number.

(e) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Act, as such document may be amended from time to time.

(f) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property either described in the Act as being Common Elements or described herein or in the Plats and Plans as being Common Elements. Unless otherwise expressly stated herein, references to Common Elements shall include, but not be limited to, Limited Common Elements.

(g) "Condominium" means the Condominium described in Section 1.1. above.

(h) "Condominium Documents" includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(i) "Declaration" means this document, as the same may be amended from time to time.

(j) "Director" means a member of the Board of Directors.

(k) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Time Share Estate which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Time Share Owner's name and address, and the identifying Unit number and Unit Week of the Time Share Estate, and shall state that the mortgage is a recorded first mortgage.

(l) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 9.3. hereof.

(m) "Insurance Trustee" means that certain entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(n) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Property either described in the Act as being Limited Common Elements or described in this Declaration or in the Plats and Plans as being Limited Common Elements, including the furniture, furnishings, kitchen appliances, household equipment, kitchen improvements and decorations serving the Unit or other personal property from time to time owned or held for use in common by all Time Share Owners in a Unit during their respective Unit Weeks. The Time Share Estate in Unit Week 20 and Unit Week 48 with respect to each Unit shall be a Limited Common Element appurtenant to the Time Share Estates in that Unit for all other Unit Weeks.

BK37216315

(o) "Mortgagee" means the holder of any recorded first mortgage encumbering one or more of the Time Share Estates.

(p) "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit and the proportion thereof appurtenant to each a Time Share Estate in that Unit, as set forth on Exhibit B attached hereto, as the same may be amended from time to time.

(q) "Property" means the Property described in Section 1.1 above.

(r) "Plats and Plans" means the Plats and Plans recorded herewith in said Registry of Deeds as such may be amended from time to time. Reduced photocopies of the Plats and Plans are attached hereto as Exhibit D.

(s) "Rules and Regulations" means such rules and regulations as are promulgated by the Board of Directors from time to time with respect to the use of all or any portion of the Property.

(t) "Service Period" means the period of time beginning at 10:00 a.m. local time Stoneham, Maine on each Saturday through 3:59:59 p.m. local time Stoneham, Maine on such Saturday, provided, however, that in any calendar year in which January 1 falls on a Saturday, said period of time on such Saturday shall not be a Service Period. The entirety of Unit Week 20 and Unit Week 48 shall also be a Service Period.

(u) "Special Assessment" means a Time Share Owner's share of any assessment made by the Board of Directors in addition to the Annual Assessment.

(v) "Time Share Owner" means the one or more record owners of a Time Share Estate.

(w) "Time Share Estate" means a separate estate in fee simple in a Unit conferring the exclusive right of possession of the Unit during a Unit Week as hereinafter defined, subject during the Service Periods to the rights of the Association as set forth in Section 5.2. The ownership of each Unit has been divided into fifty-two (52) Time Share Estates, two (2) of which Time Share Estates are Service Periods which are Limited Common Elements.

(x) "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

(y) "Unit Week" means an annually recurring period of ownership in a Unit. Unit Weeks are designated as follows: Unit Week 1 is the seven (7) day period commencing at 4:00 p.m., local time Stoneham, Maine on the Saturday prior to the first Saturday in each January of each calendar year falling on or after the second day of January of each such year and ending at 3:59:59 p.m. local time Stoneham, Maine on the first Saturday in January of each calendar year falling on or after the second day of January of each such year. Unit

Week 2 is the seven (7) day period immediately following Unit Week 1, commencing and ending at the same time of day as provided for Unit Week 1. Unit Week 3 through Unit Week 51 shall be determined in the same manner as Unit Week 2. Unit Week 52 includes the seven (7) days following Unit Week 51. Any additional days following the end of Unit Week 52 and prior to the commencement of the following Unit Week 1 with respect to each Unit shall be a Limited Common Element assigned to Unit Week 52 for each such Unit, provided, however, that the Association shall be entitled to charge a pro rata additional maintenance fee for occupancy during such Limited Common Element period and any Time Share Owner of Unit Week 52 who does not pay such additional fee for that Time Share Owner's Unit shall not be entitled to occupy the Unit during such period.

Section 2.3. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions not prohibited by the Act are contained in one or more of the Condominium Documents.

ARTICLE 3 UNIT BOUNDARIES AND MAINTENANCE RESPONSIBILITIES

Section 3.1. Unit Boundaries.

(a) The boundary lines of each Unit are as shown on the Plats and Plans and are formed by the following planes:

(1) The Unit-side surface of the masonry portion of such exterior walls of the Building as are adjacent to such Unit;

(2) The Unit-side surface of the non-masonry portion of such exterior walls of the Building as are adjacent to such Unit, the Unit to include the thickness of the finish material such as plaster or drywall;

(3) The Unit-side surface of the interior walls and partitions of the Building which separate such Unit from adjoining Units or Common Elements, the Unit to include the thickness of the finish material such as plaster or drywall;

(4) The Unit-side surface of furring around utility shafts, structural columns and other Common Elements within or passing through such Unit, the Unit to include the thickness of the finish material such as plaster or drywall;

(5) The Unit-side surface of ceilings and furring under and around (i) wood, steel or other structural members and (ii) utility lines, ducts and cables, the Unit to include the thickness of the finish material such as plaster or drywall;

(6) The Unit-side surface of the floor of such Unit, the Unit to include the thickness of the finish material such as carpet, ceramic or resilient tile or hardwood;

BK 372 PG 317

(7) The Unit-side surface of the sash of windows which are set in the exterior walls of such Unit, the interior surface of the panes of such windows and the Unit-side surface of window sills, moldings, trim, jambs and mullions for such windows, the Unit to include the thickness of the finish material such as paint; and

(8) The interior surface of doors, and their sills and hardware, and the Unit-side surface of the door frames in which such doors are set, the Unit to include the thickness of the finish material such as paint.

(b) Each Unit consists of all portions of the Building within the aforesaid boundary lines, except the air space displaced by (i) structural members and load bearing partitions, not including the thickness of the finish material such as plaster or drywall, within or passing through such Unit, which members and partitions are deemed to be Common Elements and (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipes under which serve more than one Unit. By way of illustration and not limitation, there is included within a Unit: (1) the air space enclosed by such boundary lines; (2) all non-load bearing partitions which are wholly contained within such boundary lines including, but not limited to, all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions serving only such Unit; (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections; (4) heat pumps, exhaust fans and the grilles, registers, ventilation ducts, and related fixtures, and screens and storm windows, which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements; (5) lighting devices (including by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls and partitions within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit; (6) outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the boundary lines of such Unit; (7) surface mounted and recessed cabinets including, by way of illustration and not limitation, all associated lighting fixtures and accessories.

(c) Each Unit's identifying number is shown on the Plats and Plans and on Exhibit D.

Section 3.2. Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Section 1602-112 of the Act and subject to compliance with any conditions, restrictions or requirements imposed by the Board of Directors. The cost for preparation and recordation

of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment.

Section 3.3. Subdivision of Units. No subdivision of any Unit is permitted.

Section 3.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by the Association except as expressly set forth to the contrary herein.

Section 3.4.1 Maintenance of Common Elements and Limited Common Elements. The Association shall maintain, repair and replace all Common Elements and Limited Common Elements, including without limitation structural repairs and replacements. The Association shall establish and maintain an adequate common reserve fund for maintenance, repair and replacement of those parts of the Common Elements and Limited Common Elements which are anticipated to require maintenance, repair or replacement on a periodic basis.

Section 3.4.2 Maintenance of Units. The Association shall keep and maintain the Units and their furniture, furnishings, decorations, equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Units. The Association shall maintain the interior and exterior surfaces of windows in the Units, including periodic washing. The Association shall perform its responsibility in such manner as shall not unreasonably disturb or interfere with the occupancy of the Units by the Time Share Owners. Each Time Share Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible. The Association shall establish and maintain an adequate separate reserve fund for maintenance, repair and replacement of those parts of the Units which are anticipated to require maintenance, repair or replacement on a periodic basis.

Section 3.4.3. Assessment of Maintenance Expenses. The expenses of the Association in repairing, maintaining and replacing the Common Elements and the Units shall be assessed as Common Expenses, provided, however, that the expense of maintenance, repair or replacement of any damage to the Common Elements or any Unit including without limitation any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances, caused by the negligence, neglect, misconduct, or misuse of any one or more Time Share Owners, or by that of any member of such Time Share Owner's family, or such Time Share Owner's guests, employees, agents, lessees, or their respective pets, shall be assessed to such Time Share Owners as a Limited Common Expense. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance carrier of any right of subrogation against a Time Share Owner. Each Time Share Owner shall use the Units, Common

Elements and Limited Common Elements only in a safe and sanitary manner and otherwise in accordance with this Declaration, the Bylaws and the Rules and Regulations.

ARTICLE 4
DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS

Section 4.1. Description of Common Elements. Common Elements are those portions of the Building defined as such pursuant to Section 1602-102(1) and (2) of the Act, that portion of the Property which is not a Unit, and those portions of the Building and Property identified and designated as Common Elements in this Declaration or in the Plats and Plans.

Section 4.2. Description of Limited Common Elements. Limited Common Elements are those portions of the Common Elements of the Building and Property defined as such pursuant to Sections 1602-102(2) and (4) of the Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by Section 2.2(n), 2.2(y) or 4.3. hereof. Those portions of the Limited Common Elements serving only the Unit or Units above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit or Units which they serve.

Section 4.3. Specified Limited Common Elements. In addition to items specified in Section 2.2(n) herein, pursuant to Section 1602-102(4) of the Act, Limited Common Elements shall include the following designated portions of the Building or the Property: shutters, awnings, exterior windows, window boxes, exterior doors, doorsteps, stoops, balconies, porches, decks and patios, if any, which are not part of the Unit but which are adjacent to and serve only such Unit.

Section 4.4. Locations of Common and Limited Common Elements. The locations of the Limited Common Elements, other than the Limited Common Elements specified in Section 2.2(n) herein or defined in Sections 1602-102 (2) and (4) of the Act, are shown on the Plats and Plans. Any area of the Property or Building not shown on the Plats and Plans as a Unit or a Limited Common Element, other than a Limited Common Element specified in Section 2.2(n) herein or defined in Section 1602-102(2) or (4) of the Act, is a Common Element.

Section 4.5. Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any Time Share Owners and to establish a reasonable charge to such Time Share Owners for the use and maintenance thereof. Such designation by the Board of Directors shall not be construed as a sale or disposition of the Common Elements.

Section 4.6. Alteration of Common Elements by the Association. The Association shall have the right to modify, alter, remove or improve portions of the Common Elements, including without limitation any equipment, fixtures and appurtenances, when in the Board of Director's judgment it is necessary or desirable to do so.

ARTICLE 5
TIME SHARE ESTATES, SERVICE PERIODS,
PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 5.1. Time Share Estates. The ownership of each Unit is divided into fifty-two (52) Time Share Estates, each of which Time Share Estates is a separate estate in fee simple in the Unit, conferring the exclusive right of possession of the Unit during one Unit Week, subject during Service Periods to the rights of the Association as set forth in Section 5.2, and as appurtenant thereto, except during Service Periods, the right in common with all other owners of Time Share Estates in other Units during that Unit Week to use and enjoy the Common Elements of the Condominium and the rights and easements appurtenant to the Condominium.

Section 5.2. Service Periods. Occupancy of the Units during the Service Periods is reserved to the Association for the purpose of maintenance and repair. Each Time Share Estate is subject to this right of the Association during any Service Period included in the Unit Week of that Time Share Estate and during Unit Week 20 and Unit Week 48. The Time Share Owners shall be required to vacate the Units and the Common Elements during the Service Periods in accordance with check-out and check-in procedures established by the Association. The Association shall further be permitted to perform maintenance and repair work at other times during the Unit Week, provided, however, that except in emergencies, such work shall be performed at such times and in such manner as not to unreasonably interfere with the occupancy of the Units by the Time Share Owners.

Section 5.3. Percentage Interests. Attached hereto as Exhibit B is a list of the Units by their identifying number and the Percentage Interest appurtenant to each Unit. The Percentage Interests of Units in the Common Elements have been determined on the basis of each Unit having an equal Percentage Interest. The Percentage Interest of each Time Share Estate is equal to one-fifty second (1/52) of the Percentage Interest of the Unit to which the Time Share Estate applies. The percentage of the undivided interest of each individual Time Share Estate in the Common Elements shall have a permanent character and shall not be altered without the consent of all Time Share Owners.

Section 5.4. Common Expenses. The liability of each Time Share Estate and Time Share Owner for the Common Expenses shall be determined as provided in Article 14.

Section 5.5. Allocation of Voting Rights. Each Unit is allocated fifty (50) votes in the Association, one (1) of such fifty (50) votes being allocated to each Time Share Estate in that Unit except for the Time Share Estates in Unit Week 20 and Unit Week 48 which are Limited Common Elements to which no votes are allocated.

Section 5.6 Casting of Votes. The vote in the Association allocated to a Time Share Estate can be cast only as a single vote and cannot be split. If a Time Share Estate is owned of record by one person, that Time Share Owner's right to vote shall be established by the record title to the Time Share Estate. If ownership of a Time Share Estate is in more than one person, the person who shall be entitled to cast the votes allocated to that Time Share Estate shall be as set forth in the Bylaws.

ARTICLE 6 EASEMENTS

Section 6.1. Additional Easements. In addition to the easements provided for by the Act and the easements described in Exhibit A and Section 1.1 of this Declaration and the Utilities Easement Deed, the following easements are hereby created:

(a) The Units, Time Share Estates and Common Elements shall be, and hereby are, made subject to easements in favor of the Association, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 6.1(a) shall include, without limitation, rights of the Association, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 6.1(a), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed as of the date of this Declaration or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving the Condominium and located upon the Common Elements, the Board of Directors shall have the right and power to convey title to the same to any private or public utility company. The Board of Directors shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Board of Directors shall have the right to grant permits, licenses and easements over the Common Elements for purposes necessary for the proper operation of the Condominium.

(b) Those portions of the Common Elements not located within a Building shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof on, over and under such portions for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 6.1(b) expressly includes the right to cut any trees, bushes, or shrubbery, to grade and soil, or to take any other action reasonably determined to be necessary. The Association shall restore the affected property as closely to its original condition as is practicable.

(c) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of each Time Share Owner and his invitees, employees, tenants and servants (during the Unit Week of the Time Share Owner's Time Share Estate), the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Board of Directors may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Time Share Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Board of Directors may from time to time determine it to be necessary or desirable to limit or control access by Time Share Owners or the other occupants of Units, or both, including, by way of illustration and not limitation, machinery and equipment rooms, and any management agent's office; provided, however, that every Time Share Owner shall have an unrestricted right of ingress and egress to his Unit during the Unit Week of that Time Share Owner's Time Share Estate, other than during any Service Period.

(d) The Units, Limited Common Elements and Common Elements shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Units, Limited Common Elements and Common Elements.

(e) The Common Elements shall be and hereby are made subject to the following easements in favor of the Units benefitted:

(1) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve such Unit and which pass across or through a portion of the Common Elements;

(2) For the installation, repair, maintenance, use removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or

BK 37216323

replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building;

(3) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building; and

(4) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.

(f) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building and the Common Elements and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

(g) The Units and Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Common Elements in order to verify the performance by Time Share Owners of any items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements situated in or accessible from such Units or Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Common Elements, or both, or casualties to the Common Elements and/or the Units, and (iv) for any of the purposes set forth in Section 6.1(h) or Section 6.1(i) hereof, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Time Share Owner's use and enjoyment of his Unit or Time Share Estate resulting from the Association's exercise of any rights it may have pursuant to this Section 6.1(g)(1) and the following Section 6.1(q)(2) or both;

(2) In favor of the Time Share Owners benefitted thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(h) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on

any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(i) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Time Share Estates, the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

Section 6.2. Reservation of Easement Rights. The Association shall have the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Association to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Association. Each Time Share Owner, at the request of the Association, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

ARTICLE 7

RESTRICTIONS ON USE, LEASE OF UNITS AND ALIENATION

Section 7.1. Use. The following restrictions shall apply to the use of the Condominium:

(a) Each Unit and Time Share Estate is hereby restricted to single family residential use and enjoyment by the Time Share Owner thereof, his immediate family, guests, and invitees, all in accordance with and subject to the terms and conditions of this Declaration, the Bylaws of the Association, and the Rules and Regulations of the Association. No Unit may be occupied at any one time by more than six (6) persons, of whom only four (4) may be adults.

(b) No Time Share Owner may obstruct the Common Elements in any way. No Time Share Owner may store anything in or on the Common Elements without the prior written consent of the Board of Directors.

(c) No Time Share Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any Unit. The Property is to be maintained in a clean and sanitary condition, and no Time Share Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purposes by the Board of Directors.

(d) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Property without the prior written permission of the Board of Directors.

(e) No Time Share Owner may erect any sign on or in any Unit or any Common Element which is visible from outside any Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Board of Directors. This provision is not intended to prevent the Board of Directors from maintaining on the Common Elements a register of Unit occupants, or Time Share Owners, or both.

(f) No animals of any kind shall be kept or harbored on the Property except with the prior written consent of the Board of Directors, which consent may be revoked at any time.

(g) The Board of Directors may from time to time promulgate reasonable Rules and Regulations and any amendments thereto shall be furnished to all Time Share Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

Section 7.2. Exclusive Use and Occupancy. Subject to the restrictions set forth in Section 7.1, during the Unit Week of his Time Share Estate, excluding any Service Period, each Time Share Owner shall have the exclusive right to occupy his Unit, and as between Time Share Owners to use and enjoy the Common Elements of the Condominium and the rights and easements appurtenant to the Condominium, together with the nonexclusive right in common with all other Owners, but only when acting through the Association, to maintain and repair the Unit during Service Periods or other appropriate times. No Time Share Owner shall occupy a Unit, or exercise any other rights of ownership in respect of the Condominium, other than the rights therein provided to him, during any other Unit Week unless expressly so authorized by the Time Share Owner entitled to occupy the Unit during such Unit Week, or during any Service Period except when acting through and on behalf of the Association. Each Time Share Owner shall keep the Unit and all Common Elements in good condition during the Unit Week of such Owner's Time Share Estate, shall vacate the Unit and the Common Elements at the commencement of any Service Period and remove all persons and property therefrom excluding only Common Elements, shall leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in Rules and Regulations promulgated by the Association.

ARTICLE 8 RIGHTS OF MORTGAGEES, INSURERS AND GUARANTORS

Section 8.1. Subject to Declaration. Whether or not they expressly so state, any mortgage which encumbers a Time Share Estate and any obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and the Condominium Documents.

Section 8.2. Rights of Eligible Mortgage Holders.

(a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of following proposed actions:

(1) The termination of the Condominium pursuant to Section 1602-118 of the Act;

(2) A change in the allocated interest of a Time Share Estate or a change in the boundaries of a Unit;

(3) The merger or consolidation of the Condominium with another condominium;

(4) The conveyance or subjection to a security interest of any portion of the Common Elements;

(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113(a) of the Act for purposes other than the repair or restoration of the damaged property;

(6) The adoption of any proposed budget by the Board of Directors and of the date of the scheduled Time Share Owners meeting to consider ratification thereof, a summary of the proposed budget to accompany this notice; and

(7) Any default in the performance or payment by the Time Share Owner of the Time Share Estate securing the Mortgage of any obligations under the Declaration, including, without limitation, default in the payment of common expense liabilities.

(b) Any such notice required to be given by Section 8.2(a) above shall be deemed to have been given reasonably prior to the proposed actions set forth in Section 8.2(a) above or in Section 1602-119(b) of the Act, if such notice is sent at the time notice of such proposed action is given to the Time Share Owners.

(c) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) of this Section 8.2, an Eligible Mortgage Holder shall have the right but not the obligation in place of the Time Share Owner to cast the votes allocated to that Time Share Owner's Time Share Estate or give or withhold any consent required of the Time Share Owner for such action by delivering written notice to the Association with a copy to the Time Share Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Time Share Owner from exercising such right. In

the event of any default described in subsection (a), paragraph (7) of this Section 8.2, the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.

(d) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Board of Directors meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6) of this Section 8.2.

Section 8.3. Rights of Mortgage Holders, Insurers or Guarantors.

(a) The Association shall send timely prior written notice by prepaid United States mail to holders, insurers and guarantors of the Mortgage on any Time Share Estate of the following matters:

(1) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Time Share Estate securing the Mortgage.

(2) Any sixty (60)-day delinquency in the payment of Annual Assessments or other charges owed by the Time Share Owner of any Time Share Estate on which it holds the Mortgage.

(3) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) Any proposed action that requires the consent of fifty-one percent (51%) of the Eligible Mortgage Holders.

(b) To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number and Unit Week of the Time Share Estate on which it holds, insures or guarantees the Mortgage.

Section 8.4. Liability for Use and Charges. Any Mortgagee who obtains title to a Time Share Estate pursuant to the remedies provided in a mortgage, foreclosure of such mortgage or a deed in lieu of foreclosure, shall not be liable for such Time Share Estate's unpaid assessments or charges which accrue to the Time Share Owner prior to the acquisition of title to such Time Share Estate by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Time Share Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Time Share Owners being reassessed for the aggregate amount of such deficiency.

Section 8.5. Condemnation Rights. No provision of this Declaration shall give a Time Share Owner, or any other party, priority over any rights of the Mortgagee of a Time Share Estate pursuant to its mortgage in the case of a distribution to the owner of such Time

Share Estate of insurance proceeds or condemnation awards for loss to or a taking of one or more Units, Time Share Estates and/or Common Elements.

Section 8.6. Books and Records. Any Mortgagee shall have the right, exercisable by written notice to the Board of Directors, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 9 INSURANCE

Section 9.1. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against loss or damage by fire and other perils, with "all risk" type coverage, or such other fire and casualty insurance as the Board of Directors may determine provides equal or greater protection for the Time Share Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 9.2. hereof. The insurance maintained by the Association shall be a "master" or "blanket" type of insurance policy which shall cover the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit or the value thereof, and fixtures, building service equipment and common equipment and supplies owned by the Association, but excluding all other personal property of the Time Share Owners. The amount of any such hazard insurance obtained pursuant to this Section 9.1(a) shall be equal to one hundred percent (100%) of the full current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, and excavations. Such hazard insurance policy may, at the option of the Association, contain a reasonable "deductible" provision in an amount to be determined by the Board of Directors; provided, however, that the maximum deductible amount shall be limited so as to avoid the effect of any co-insurance provisions. Funds to cover any such deductible amounts shall be included in the Association's operating reserve. The proceeds of such policy shall be payable to the Insurance Trustee, if any, otherwise to the Association for the benefit of the Time Share Owners and holders of mortgages secured by the Time Share Estates. Such hazard insurance policy shall include a separate "loss payable endorsement" in favor of the Mortgagees, if any, modified to make the loss payable provisions in favor of the Mortgagees subject and subordinate to the loss payable provisions in favor of the Association if there is no Insurance Trustee, or if there is an Insurance Trustee, to the Insurance Trustee under the Insurance Trust Agreement. If the Board of Directors fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this subsection (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive general liability insurance, including medical payments insurance, complying with the requirements of Section 9.2. hereof, insuring the Time Share Owners, in their capacity as Time Share Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Time Share Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Time Share Owner because of the negligent acts of the Association or another Time Share Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be not less than One Million Dollars (\$1,000,000) in respect to bodily injury or death of any one person in any one occurrence; not less than Three Million Dollars (\$3,000,000) in respect to bodily injury or death to more than one person in any one occurrence; and not less than Two Hundred Fifty Thousand Dollars (\$250,000) aggregate per policy year for property damage, or in the alternative, a combined single limit of not less than Three Million Dollars (\$3,000,000). The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board of Directors and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section 9.1 and Section 9.2. hereof.

(c) Such worker's compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Time Share Owners set out in Section 10.2 hereof, if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance".

(e) Adequate blanket fidelity bond coverage naming the Association as obligee to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association, and all others who handle, or are responsible for handling, funds held or administered by the Association including the managing agent. Such fidelity bond shall: (i) name the Association as an obligee; (ii) be written in an amount not less than the greater of (a) the maximum funds that will be in the custody of the Association or its management agent at any time during the term of the bond, or (b) a sum equal to three months assessments on all Units and Time Share Estates plus reserve funds; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(f) If any part of the Condominium is in a special flood hazard area, a "master" or "blanket" policy of flood insurance. The amount of such insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of the Condominium or the

maximum coverage available under the appropriate National Flood Insurance program. Such insurance shall cover Common Elements and shall equal one hundred percent (100%) of the insurable value of the Building, including machinery and equipment that are part of the Building. The contents coverage must include one hundred percent (100%) of the insurable value of all contents, including any machinery and equipment that are not part of the Building but which are owned in common by the Association members. If the required coverage exceeds the maximum coverage available under the National Flood Insurance Administration's programs, coverage equal to the maximum amount that is available under such programs shall be acceptable.

Section 9.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall specify the named insured as the authorized representative of the Association, including its Insurance Trustee, or the following: Evergreen Valley Time Share Owners Association, for the use and benefit of the individual owners of Evergreen Valley Inn, a Time Share Condominium."

(b) All policies shall be written with a company authorized and licensed to do business in the State of Maine and, for the hazard insurance policy described in Section 9.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(c) Exclusive authority to act on behalf of the insured with respect to adjustment losses under policies hereafter in force on the Property shall be vested in the Board of Directors or its authorized representative.

(d) With respect to the insurance policies described in subsection (a) and (b) of Section 9.1 issued to the Association and covering all or any part of the Property, the Association shall cause such policies to provide that:

(1) Each Time Share Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;

(2) The insurer waives its right to subrogation under the policy against any Time Share Owner or members of his household;

(3) No act or omission by any Time Share Owner, unless acting within the scope of his authority on behalf of the Association, will prejudice such policies or be a condition to recovery under such policies;

BK 37216331

(4) If at the time of a loss under such policies there is other insurance in the name of a Time Share Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Time Share Owner;

(6) The insurer shall not be relieved from liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Board of Directors, or because of any breach of warranty or condition or any other act or neglect by the Board of Directors or any Time Share Owner or any other person under either of them;

(7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Board of Directors) except by the insurer giving at least ten (10) days prior written notice thereof to the Board of Directors, the Insurance Trustee, if any, Time Share Owners, each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in such policies, and every other party in interest who shall have requested such notice of the insurer; and

(8) Any Insurance Trust Agreement will be recognized.

(e) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain a standard mortgagee clause which shall:

(1) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Time Share Estate in their respective order and preference, whether or not named therein;

(2) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board of Directors or Time Share Owners or any persons under any of them;

(3) Waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause; and

(4) Provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Insurance Trustee designated by the Board of Directors for that purpose, otherwise to the Association.

(f) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain the following endorsements:

(1) Agreed amount and inflation guard endorsement, when it can be obtained.

(2) Construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the Building even when only part of the Condominium is destroyed by an insured hazard.

Section 9.3. Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Board of Directors may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (herein referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy providing such property or liability insurance.

Section 9.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Act.

Section 9.5. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Board of Directors to obtain additional insurance which it deems advisable.

Section 9.6. Time Share Owner Insurance.

(a) Each Time Share Owner may obtain additional insurance at his own expense; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Time Share Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(b) Any Time Share Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

ARTICLE 10 LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the elements or by a Time Share Owner or other person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Board of Directors;

(b) Shall not be liable to the Time Share Owners as a result of the performance of the Directors' duties for any mistakes of judgment, negligence or otherwise, except for the Directors' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Time Share Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of the Directors' duties, except for the Directors' own willful misconduct or gross negligence;

(d) Shall not be liable to a Time Share Owner, or such Time Share Owner's tenants, employees, agents, contractors or guests, for loss or damage caused by theft of or damage to personal property left by such Time Share Owner or his tenants, employees, agents, contractors or guests in a Unit, or in or on the Common Elements, except for the Directors' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Time Share Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Directors' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use or misuse of or conduct in or with respect to the Building, or which might in any other way be assessed against or imputed to the Directors as a result of or by virtue of their performance of their duties, except for the Directors' own willful misconduct or gross negligence.

Section 10.2. Indemnification. Each Director in his capacity as a member of the Board of Directors, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Board of Directors, or any settlement of any such proceeding, whether or not he is a Director, officer or both at the time such expenses are incurred, except in such cases wherein such Director and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Act; provided, that, in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected

Director abstaining if he is then a member of the Board of Directors) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Time Share Owners set forth in this Section 10.2. shall be paid by the Association on behalf of the Time Share Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director and/or officer may be entitled as a matter of law or agreement or by vote of the Time Share Owners or otherwise.

Section 10.3. Defense of Claims. Complaints brought against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Time Share Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Time Share Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense.

Section 10.4. Storage; Disclaimer of Bailee Liability. Neither the Board of Directors, the Association nor any Time Share Owner shall be considered a bailee of any personal property stored on the Common Elements (including property located in storage areas on the Common Elements), whether or not exclusive possession of the particular area is given to a Time Share Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future owner, tenant, occupant and Mortgagee of a Time Share Estate and any other occupant of a Unit shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Time Share Estate; provided that nothing contained herein shall impose upon any tenant or Mortgagee of a Time Share Estate any obligation which the Act or one or more of such documents, or both, make applicable only to Time Share Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Time Share Estate, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Time Share Estate are accepted and ratified by such grantee, Mortgagee or occupant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Time Share Estate or Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. The Association and any aggrieved Time Share Owner shall have a right of action against Time Share Owners who fail to comply with the provisions of

the Condominium Documents or with decisions made by the Association or the Board of Directors. Aggrieved Time Share Owners shall have similar rights of action against the Association.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Time Share Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially represent the Time Share Owners in such proceedings. In any proceedings for the determination of damages, such damage shall be determined for such taking, injury or destruction as a whole and not for each Time Share Owner's interest therein and any award for such damage shall be payable to the Association or the Insurance Trustee for the benefit of the Time Share Owners and of the mortgagees of the Units and Time Share Estates.

ARTICLE 12 DESIGNATION OF MASTER ASSOCIATION

Section 12.1. Powers of the Master Association. The powers described in Section 1603-102 of the Act are hereby delegated to Evergreen Valley Time Share Owners Association, a Maine non-profit corporation, which shall exercise those powers on behalf of the Condominium and also on behalf of the condominium known as Evergreen Valley Villas, a Condominium and Time Share Condominium (hereinafter the "Villas Condominium") in accordance with the Restated Declaration of Condominium, Evergreen Valley Villas, a Condominium and Time Share Condominium, dated as of May 5, 1997 and recorded herewith in the Oxford County Registry of Deeds, Western District (hereinafter the "Villas Declaration"). The members of the Association shall include, and be limited to, each Time Share Owner, and each time share owner of a time share estate in a time share unit of the Villas Condominium as described in the Villas Declaration (hereinafter a "Villas Time Share Owner"), and each owner of a fee unit of the Villas Condominium as described in the Villas Declaration (hereinafter a "Villas Owner").

Section 12.2. Board of Directors of the Association. The Board of Directors of the Association shall have eighty (80) members. The Board of Directors shall for all purposes be deemed to be the executive board of the unit owners' association for all purposes of the Act, as the terms "executive board" and "unit owners' association" are defined in the Act. Each Director shall have one (1) vote on each matter submitted to a vote of the Board of Directors, except as otherwise provided in Article 14.

Section 12.3. Class Voting for Members of the Board of Directors. The Board of Directors shall be elected by the members of the Association voting in classes, as hereinafter set forth in this Section to ensure fair representation on the Board of Directors of the Time Share Owners and of the Villas Owners and Villas Time Share Owners. The Time Share Owners for each Unit Week (excluding Unit Week 20 and Unit Week 48 which Unit Weeks are Service Periods) shall elect one (1) Director, such that fifty (50) Directors are elected by the Time Share Owners, collectively. The Villas Owners shall elect five (5)

Directors, each Villas Owner to elect one (1) of such Directors. The Villas Time Share Owners for each group of two (2) consecutive Unit Weeks, beginning with Unit Weeks 1 and 2 and continuing consecutively thereafter through Unit Week 52 (but excluding Unit Week 20 and Unit Week 48 which are Service Periods) shall elect one (1) Director, such that twenty-five (25) Directors are elected by the Villas Time Share Owners, collectively. If a Director resigns or a vacancy otherwise occurs with respect to membership on the Board of Directors, the vacancy shall be filled by vote of the class that was entitled to vote for the election of the Director whose position has been vacated.

Section 12.4. Executive Committee of the Board of Directors. The Board of Directors shall elect an executive committee of the Board of Directors (the "Executive Committee") which Executive Committee shall have the power and authority to formulate the Association budgets as set forth in Article 14 of this Declaration, and such other power and authority as the Board of Directors may delegate to the Executive Committee. The Executive Committee shall have ten (10) members. The Executive Committee shall be elected by the Directors voting in classes as hereinafter set forth. The fifty (50) Directors elected by the Time Share Owners shall elect six (6) members of the Executive Committee. The five (5) Directors elected by the Villas Owners shall elect one (1) member of the Executive Committee. The twenty-five (25) Directors elected by the Villas Time Share Owners shall elect three (3) members of the Executive Committee. If a member of the Executive Committee resigns or a vacancy otherwise occurs with respect to membership on the Executive Committee, the vacancy shall be filled by vote of the Directors who were entitled to vote for the election of the member of the Executive Committee whose position has been vacated. Each member of the Executive Committee shall have one (1) vote on each matter submitted to a vote of the Executive Committee except as otherwise provided in Article 14.

Section 12.5. Disputes. The Association and any aggrieved Time Share Owner shall have an appropriate right of action, together with any and all appropriate remedies under the Act, in law or equity, against any of the Time Share Owners or the Association for failure to comply with any provision of any Condominium Document or with any decision of the Association made pursuant thereto. The Board of Directors shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section or Section 12.3.

Section 12.6. Abating and Enjoining Violations by Owners and Time Share Owners. The violation of any Rules and Regulations adopted by the Board of Directors, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Mortgagee, Time Share Owner, or any tenant or other occupant of a Unit, shall give the Board of Directors the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

ARTICLE 13 MANAGEMENT

In addition to the powers set forth in Section 1603-102 of the Act, the Association shall have the right to employ a professional, experienced managing agent who shall oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Condominium Documents; provided, however, that no agreement for such professional management of the Condominium may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days' nor more than ninety (90) days' written notice and shall be cancelable by the Board of Directors with cause upon not less than thirty (30) days' written notice.

ARTICLE 14 BUDGETS; ASSESSMENTS; LIABILITY OF TIME SHARE OWNERS

Section 14.1. Association Budgets. The Association, acting through the Board of Directors in accordance with the Declaration, the Villas Declaration and the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for uncollectible assessments, budget deficits, such reserves as are described in this Declaration and the Villas Declaration and such additional reserves as the Board of Directors shall deem necessary or prudent, and such other expenses as are specifically provided for in the Act, this Declaration, the Villas Declaration or the Bylaws. The Association shall adopt annually a budget of Common Expenses for the Condominium and the Villas Condominium which budget shall be composed of three separate parts, being the Common Facilities Budget, the Inn Budget, and the Villas Budget as described hereinafter in this Article 14.

Section 14.2 Common Facilities Budget. The Common Facilities Budget shall include the budget items set forth in subsections (a), (b), (c), (d), and (e) of this Section 14.2. The expenses with respect to each budget item shall be assessed as provided in those subsections.

(a) Water and Sewer System Operations. The Common Facilities Budget shall include all expenses related to the operation, repair and maintenance (other than capital replacement expenses) of the sewer system and water system for service to the Condominium and the Villas Condominium, including fees for water service to the Condominium and the Villas Condominium as determined pursuant to the Utilities Easement Deed. For purposes of assessments, these expenses shall be divided in two parts, a base access fee (the "Base Fee") comprising twenty-five percent (25%) of the total annual expenses, and a variable use fee (the "Use Fee") comprising seventy-five percent (75%) of the total annual expenses. The Base Fee shall be allocated five-sixty-firsts (5/61sts) to the Villas Fee Units, each Villas Fee Unit being assessed for one sixty-first (1/61st) of the Base Fee, and fifty-six sixty-firsts (56/61sts) to the Time Share Estates and the Villas Time Share

Estates, each Time Share Owner and Villas Time Share Owner being assessed a proportionate share of such amount in accordance with the Time Share Common Expense Liability of each such Time Share Estate as set forth in Exhibit C to this Declaration and Exhibit C to the Villas Declaration, subject, however, to adjustment pursuant to Section 14.15 of this Declaration and the Villas Declaration. The Time Share Common Expense Liability of each Time Share Estate is determined based on the proportionate square footage of the Unit of which the Time Share Estate is a part as compared to the square footage of other Units in the Condominium and in the Villas Condominium, subject, however, to adjustment pursuant to Section 14.15 of this Declaration and the Villas Declaration. The Use Fee shall be allocated based on the proportionate water usage of each Unit in the Condominium and the Villas Condominium, subject, however, to adjustment pursuant to Section 14.15 of this Declaration and the Villas Declaration. The water usage for each Unit shall be metered, a separate water meter being provided for each Villas Fee Unit and each Villas Time Share Unit in the Villas Condominium and a single water meter being maintained for the Evergreen Valley Inn building in the Condominium. Each Unit in the Condominium shall be deemed to have used one fifty-first (1/51st) of the total water usage metered for the Evergreen Valley Inn building.

(b) Capital Improvement Reserve. The Common Facilities Budget shall include a capital improvement reserve fund for the access roadway, sewer system and water system serving the Condominium and the Villas Condominium. These expenses shall be assessed in the same manner as the Base Fee is assessed pursuant to subparagraph (a) of this Section 14.2.

(c) Insurance. The Common Facilities Budget shall include all expenses related to fire and casualty insurance, public liability insurance, and other insurance maintained by the Association with respect to the access roadway, sewer system and water system serving the Condominium and the Villas Condominium. These expenses shall be assessed in the same manner as the Base Fee is assessed pursuant to subparagraph (a) of this Section 14.2.

(d) General Association Expenses. The Common Facilities Budget shall include general Association maintenance and administrative expenses for (i) roadway and parking area maintenance, snowplowing and sanding; (ii) lawnmowing and grounds maintenance; (iii) salary and other expenses for security personnel; and (iv) general Association administrative and professional expenses. Each Villas Owner shall pay a fixed annual assessment of \$1470.25 per Fee Unit for these expense items. The fixed assessment amount shall be adjusted annually as of the beginning of each fiscal year of the Association by an amount equal to \$1470.25 multiplied by the percentage increase or decrease in the Price Index from the Initial Price Index to the Adjustment Price Index for the date of such adjustment. As used in this Section, the term Price Index shall mean the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics. The Initial Price Index shall be the annual average Price Index for calendar year 1994. The Adjustment Price Index shall be the annual average Price Index for the calendar year immediately preceding the adjustment date. If the designated Price Index is no longer published, then a

substitute price index with components substantially similar to those considered in formulating the Price Index shall be designated by the Board of Directors as a substitute for the Price Index. The balance of the annual expenses for the designated general Association maintenance and administrative expenses shall be assessed to the Time Share Owners and the Villas Time Share Owners in accordance with their proportionate Time Share Common Expense Liability as set forth in Exhibit C, subject, however, to adjustment pursuant to Section 14.15 of this Declaration and the Villas Declaration.

(e) Special Capital Improvements. The Common Facilities Budget may include special assessments for recreational facilities, new parking areas, or other capital improvements benefiting the Condominium and the Villas Condominium. The costs for such special assessment shall be assessed in the same manner as the Base Fee is assessed pursuant to subparagraph (a) of this Section 14.2, provided, however, that the Association may construct Limited Common Element recreational facilities with the associated costs to be allocated only to those Time Share Owners, Villas Owners or Villas Time Share Owners electing to have user privileges with respect to such Limited Common Element.

Section 14.3 Inn Budget. The Inn Budget shall include the following items with respect to the Condominium:

(a) Maintenance. Expenses related to interior and exterior structural and mechanical maintenance and repair of the Evergreen Valley Inn building and related replacement reserve fund;

(b) Janitorial. Expenses related to janitorial, maid and linen service for the Common Elements and Units in the Condominium;

(c) Unit Furnishings. Expenses related to maintenance and repair of Unit furnishings, fixtures, appliances and other Limited Common Elements of the Condominium and a replacement reserve fund with respect to the same;

(d) Insurance. Expenses related to fire and casualty insurance for the Evergreen Valley Inn building; personal property insurance with respect to unit furnishings; and public liability insurance with respect to the Common Elements of the Condominium;

(e) Trash disposal. Expenses related to trash recycling and disposal for the Units and Common Elements of the Condominium.

All expenses included in the Inn Budget shall be assessed to the Time Share Owners in accordance with their proportionate Inn Budget Common Expense Liability as set forth in Exhibit C, which Inn Budget Common Expense Liability is based on the proportionate square footage of the Unit of which the Time Share Estate is a part as compared to the square footage of other Units in the Condominium, subject, however, to adjustment pursuant to Section 14.15 of this Declaration and the Villas Declaration.

Section 14.4 Villas Budget. The Villas Budget shall be divided into two parts, the Villas General Budget and the Villas Time Share Budget, each of such budget parts to include the items hereinafter listed in subparagraphs (a) and (b) of this Section 14.4.

(a) Villas General Budget. The Villas General Budget shall include the following items with respect to the Villas Condominium to be allocated as hereinafter provided:

(1) Expenses related to public liability insurance with respect to the Common Elements of the Villas Condominium, the cost of such insurance to be allocated one-tenth (1/10) to each Villas Fee Unit and five-tenths (5/10ths) to the Villas Time Share Units, the amount allocated to the Villas Time Share Units to be proportionately assessed to each Villas Time Share Owner as a Villas Time Share Common Expense Liability in accordance with Exhibit C, which Villas Time Share Common Expense Liability is based on the proportionate square footage of the Villas Time Share Unit of which the Villas Time Share Estate is a part as compared to the square footage of other Time Share Units in the Villas Condominium, subject, however, to adjustment pursuant to Section 14.15 of this Declaration and the Villas Declaration;

(2) Expenses related to fire and casualty insurance with respect to each building in the Villas Condominium, the cost of such insurance to be assessed equally to each Villas Fee Unit and to each Villas Time Share Unit within that building;

(3) Expenses related to maintenance, repair and replacement of Building Common Elements as defined in the Villas Declaration, including a replacement reserve, such expenses to be approved and allocated in accordance with Section 3.4.4 of the Villas Declaration.

(b) Villas Time Share Budget. The following items with respect to the Villas Time Share Units shall be included in the Villas Time Share Budget:

(1) Expenses related to maintenance, repair and replacement of Villas Time Share Units, including a replacement reserve;

(2) Expenses related to maintenance, replacement and repair of Villas Time Share Unit furniture, fixtures and appliances and a replacement reserve therefore, and personal property insurance related thereto;

(3) Expenses related to janitorial, maid and linen service for the Villas Time Share Units;

(4) Expenses related to trash recycling and disposal for the Villas Time Share Units.

All items included in the Villas Time Share Budget shall be assessed to the Villas Time Share Owners as a Villas Time Share Common Expense Liability as set forth in Exhibit C of the Villas Declaration, subject, however, to adjustment pursuant to Section 14.15 of this Declaration and the Villas Declaration.

Section 14.5 Budget Adoption Procedures. The Common Facilities Budget, the Inn Budget and the Villas Budget shall be adopted by the Board of Directors and ratified by the Time Share Owners, the Villas Owners and the Villas Time Share Owners in accordance with the provisions of this Section 14.5.

(a) Common Facilities Budget. The Common Facilities Budget for each fiscal year of the Association shall be prepared by the Executive Committee and submitted to a vote by the Executive Committee not later than ninety (90) days prior to the commencement of the fiscal year to which the budget applies. The Common Facilities Budget as adopted by the Executive Committee shall then be submitted to a vote of the Board of Directors by not later than sixty (60) days prior to the commencement of the fiscal year to which such budget applies. A copy of the Common Facilities Budget as adopted by the Board of Directors shall be mailed to each Time Share Owner, Villas Owner and Villas Time Share Owner and submitted to a ratification vote by the Time Share Owners, Villas Owners and Villas Time Share Owners in accordance with Section 1603-103(c) of the Act.

(b) Inn Budget. The Inn Budget for each fiscal year of the Association shall be prepared by the Executive Committee and submitted to a vote by those members of the Executive Committee who were elected by those Directors elected by the Time Share Owners by not later than ninety (90) days prior to the commencement of the fiscal year to which such budget applies. The Inn Budget as adopted by such members of the Executive Committee shall then be submitted to a vote of the Directors elected by the Time Share Owners by not later than sixty (60) days prior to the commencement of the fiscal year to which such budget applies. The Inn Budget as adopted by such Directors shall be mailed to each Time Share Owner and submitted to a ratification vote by the Time Share Owners in accordance with the procedures set forth in Section 1603-103(c) of the Act.

(c) Villas Budget. The Villas Budget for each fiscal year of the Association shall be prepared by the Executive Committee and submitted to a vote by those members of the Executive Committee elected by those Directors elected by the Villas Owners and Villas Time Share Owners by not later than ninety (90) days prior to the commencement of the fiscal year to which such budget applies. The Villas Budget as adopted by such members of the Executive Committee shall then be submitted to a vote of the Directors elected by the Villas Owners and the Villas Time Share Owners by not later than sixty (60) days prior to the commencement of the fiscal year to which such budget applies. The Villas Budget as adopted by such Directors shall be mailed to each Villas Owner and Villas Time Share Owner and submitted to a ratification vote by the Villas Owners and the Villas Time Share Owners as hereinafter provided. The General Villas Budget portion of the Villas Budget shall be submitted to a ratification vote by the Villas Owners and the Villas Time Share

Owners, with each Villas Fee Unit and each Villas Time Share Unit being allocated an equal vote, the vote allocated to each Villas Time Share Unit being further allocated one-fiftieth (1/50th) to each Time Share Estate in such Time Share Unit other than the Time Share Estates for Unit Week 20 and Unit Week 48. The Villas Time Share Budget portion of the Villas Budget shall be submitted to a ratification vote by the Villas Time Share Owners, each such Villas Time Share Owner to have an equal vote.

Section 14.6. General Power to Assess. Subject to Section 14.15, the Association shall have the right, but not the duty, to assess as a Limited Common Expense any Common Expense benefitting fewer than all of the Units or Time Share Estates exclusively against the Time Share Owners, Villas Owners or Villas Time Share Owners benefitted. The Association shall have the right, but not the duty, to assess exclusively to an individual Time Share Owner, Villas Owner or Villas Time Share Owner any Common Expense or Limited Common Expense incurred due to the negligence, neglect or other misconduct of such Owner or Time Share Owner, its family, tenants, employees, contractors or invitees. Each Owner and each Time Share Owner and Villas Time Share Owner, with respect to occupancy during the Unit Week of his Time Share Estate, is responsible for paying the cost of long distance telephone charges, charges for telephone message units, and charges for other special services allocable to his occupancy (or that of his family, tenants, employees, contractors or invitees) of his Unit, as well as the cost of repair of any damage to the Unit or replacement of any property contained therein on account of damage occurring during such occupancy.

Section 14.7. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses or Limited Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Time Share Owner's, Villas Owner's or Villas Time Share Owner's non-payment of his assessment or municipal assessments not yet assessed), the Board of Directors shall have the power, subject to Section 14.15, at any time it deems necessary and proper, to levy one or more Special Assessments against each Time Share Owner, Villas Owner and/or Villas Time Share Owner; provided, however, that Special Assessments for Common Expenses or Limited Common Expenses allocated to particular classes of Time Share Owners, Villas Owners or Villas Time Share Owners pursuant to Section 14.2, Section 14.3 or Section 14.4 hereof shall be allocated to the same class or classes of Time Share Owners, Villas Owners or Villas Time Share Owners as specified in those Sections. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 14.8. Payment of Assessments. Each Time Share Owner, Villas Owner and Villas Time Share Owner shall pay all assessments levied by the Association. Liability for such assessments shall begin accruing at the time of the creation of the Condominium and assessments shall be due and payable on monthly, annual or other periodic basis as designated by the Board of Directors. Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. In the sole discretion of the Board of Directors, a late charge

of \$25.00 per assessment not paid when due may be assessed against the delinquent Time Share Owner, Villas Owner or Villas Time Share Owner. In addition, the Board of Directors may deny any Time Share Owner, Villas Owner or Villas Time Share Owner access to his Fee Unit or Time Share Unit unless and until such Time Share Owner, Villas Owner or Villas Time Share Owner has paid in full all outstanding amounts due to the Association as Annual Assessments or Special Assessments or otherwise.

Section 14.9. Failure to Fix New Assessments. Annual Assessments for each fiscal year shall be based on the Association budgets adoption and ratified in accordance with Section 14.5 hereof. If the budgets for any fiscal year shall fail to be adopted by the end of the prior fiscal year, or if the Board of Directors shall fail to fix new Annual Assessments for Common Expenses or Limited Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Time Share Owners, Villas Owners and Villas Time Share Owners shall continue to pay the same sums they were paying for such Annual Assessments during the fiscal year just ended and such sum shall be deemed to be the new Annual Assessments for the succeeding fiscal year. If the Board of Directors shall change the Annual Assessment at a later date, the difference between the new Annual Assessment, if greater, and the previous year's Annual Assessment up to the effective date of the new Annual Assessment shall be treated as if it were a Special Assessment under Section 14.7 hereof. In the event the new Annual Assessment is less than the previous year's Annual Assessment, in the sole discretion of the Board of Directors, the excess either shall be refunded to the Time Share Owners, Villas Owners and Villas Time Share Owners, credited against future Annual Assessments, or retained by the Association for reserves.

Section 14.10. No Exemption by Waiver. No Time Share Owner, Villas Owner or Villas Time Share Owner may exempt himself from liability for the Common Expenses or Limited Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or Time Share Estate or otherwise.

Section 14.11. Personal Liability of Owners and Time Share Owners. All sums owing pursuant to this Article 14 and all sums assessed by the Association as an Annual or Special Assessment shall constitute the personal liability of the Time Share Owners, Villas Owners and Villas Time Share Owner so assessed and also, until fully paid, shall constitute a lien against such Owner's Fee Unit and against such Time Share Owner's Time Share Estate and Time Share Unit pursuant to Section 1603-116 of the Act and pursuant to Section 594 of the Time Share Act. The Board of Directors shall take action for failure to pay any assessment or other charge pursuant to Section 1603-116 of the Act and shall also have the right and authority to take such action pursuant to Section 594 of the Time Share Act. The delinquent Time Share Owner, Villas Owner or Villas Time Share Owner shall be obligated to pay (a) all expenses of the Board of Directors, including reasonable attorneys, fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Board of Directors for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 14.12. Liability of Purchaser for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Time Share Estate or any interest therein, the grantee thereof shall not be liable with the grantor thereof for unpaid assessments for Common Expenses or Limited Common Expenses which are a charge against the Time Share Estate as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor.

Section 14.13. Subordination of Certain Charges. Any Annual Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Act shall be subordinate to any first mortgage recorded before such Annual Assessments, fee, charge, late charge, fine or interest was due.

Section 14.14. Surplus. Any amounts accumulated from assessments for Common Expenses or Limited Common Expenses in excess of the amount required for actual Common Expenses and Limited Common Expenses and reserves for future Common Expenses and Limited Common Expenses, unless otherwise directed by the Board of Directors, in its sole discretion, shall be credited to each Time Share Owner, Villas Owner or Villas Time Share Owner, such credit to be applied to the next Annual Assessments of Common Expenses and Limited Common Expenses due from said Time Share Owner, Villas Owner or Villas Time Share Owner under the next fiscal year's budgets, and thereafter until exhausted, or shall be retained by the Association for reserves.

Section 14.15. Association Agreement Regarding Separate Adjustment of Common Expense and Limited Common Expense Assessments. The assessment of any Common Expense or Limited Common Expense by the Association to any Time Share Owner or Villas Time Share Owner shall be adjusted in accordance with that certain Agreement dated October 26, 1989 (the "Bahre Agreement") by and between Robert P. Bahre of Oxford, Maine ("Bahre") and the Association pursuant to which Bahre agreed to purchase certain Time Share Estates and to convey to the Association certain real estate. Pursuant to the Bahre Agreement, and pursuant to the Judgment and Order of the United States Bankruptcy Court in the matter of Evergreen Valley Resorts, Inc., Chapter 11, Case Number 182-0025, dated August 22, 1996, Bahre has agreed to acquire certain Time Share Estates and Villa Time Share Estates (the "Unsold Time Share Estates") as described in those certain deeds to Robert P. Bahre and Sandra L. Bahre from the Trustees of Valley Time Share Trust, Evergreen Valley Timeshare Owners Association, Joseph V. O'Donnell, Chapter 7 Bankruptcy Trustee for Evergreen Valley Resort, Inc. and Aldrich Realty Company to be recorded subsequent to the recording of this Declaration. Pursuant to the Bahre Agreement, Bahre has conveyed to the Association the Utilities Easement Deed; certain land described in that certain deed from Bahre to the Association dated as of May 5, 1997, and recorded in the Oxford County Registry of Deeds, Western District, in Book __, Page __; and a permanent underground sewerage disposal system with associated sewer pipes, piping, and chambers (the "Sewer Equipment"), and Bahre has made a loan to the Association in the amount of \$90,000. In consideration of the foregoing, and in accordance with the terms of the Bahre Agreement, said conveyances of

capital assets by Bahre to the Association shall be deemed advance payments of Common Expenses with respect to the Unsold Time Share Estates and no additional assessments for Common Expenses or Limited Common Expenses shall be made against Bahre or any of the Unsold Time Share Estates for so long as such Unsold Time Share Estate continues to be owned by Bahre or by Sandra L. Bahre, Gary Bahre, or an entity in which Bahre, Sandra L. Bahre and/or Gary Bahre hold at least a majority of interest (any of said persons or entities being hereinafter referred to as a "Related Party"). In the event that Bahre conveys any Unsold Time Share Estate, other than a conveyance to a Related Party, such Time Share Estate shall no longer be deemed to be an Unsold Time Share Estate and such Time Share Estate and the owner thereof shall thereafter be subject to assessments for Common Expenses and Limited Common Expenses in the same manner as all other Time Share Estates except for the Unsold Time Share Estates; provided, however, that in the event that Bahre transfers all Unsold Time Share Estates then owned by Bahre or a Related Party to any unrelated person or entity in connection with the sale of a major part of the Evergreen Valley Resort being the property acquired by Bahre and Sandra L. Bahre from the Finance Authority of Maine by deed dated May 12, 1986 and recorded in the Oxford County Registry of Deeds (Western District) in Book 275, Page 987, (such transferee hereinafter referred to as a "Bulk Purchaser") then such Bulk Purchaser and the Time Share Estates conveyed to such Bulk Purchaser shall not be subject to assessments for Common Expenses and Limited Common Expenses until the later of (a) one year after such transfer to the Bulk Purchaser or (b) the time when the first quarterly payment of Common Expenses or Limited Common Expenses would be due for the calendar year 1999, any such assessments to the Bulk Purchaser to be at the rate of twenty-five percent (25%) of the total Common Expenses and Limited Common Expenses which would be due with respect to such Time Share Estates transferred to the Bulk Purchaser if such Common Expenses and Limited Common Expenses were assessed in accordance with the percentages set forth in Exhibit C, and upon subsequent sale of any such Time Share Estate by such Bulk Purchaser to a party unrelated to the Bulk Purchaser (such party being neither a spouse or child of the Bulk Purchaser or entity in which the Bulk Purchaser owns not less than a majority of interest), such Time Share Estates and the owners thereof shall be subject to assessments for Common Expenses and Limited Common Expenses in the same manner as all other Time Share Estates other than the Unsold Time Share Estates. Notwithstanding the foregoing, in the event that any of the Unsold Time Share Estates are used for residential purposes, other than pursuant to rent or lease of such Time Share Estates through the Association acting as rental agent, such Unsold Time Share Estates and the owner thereof shall be subject to assessments for Common Expenses and Limited Common Expenses in the same manner as all other Time Share Estates for such period. In implementation of the foregoing, and for so long as any Time Share Estates or Villa Time Share Estates continue to be Unsold Time Share Estates or Time Share Estates owned by a Bulk Purchaser, the Common Expense Liability percentages applicable to each Time Share Estate and Villas Time Share Estate as shown on Exhibit C shall be recalculated and reallocated among all Time Share Estates and Villas Time Share Estates, other than the Unsold Time Share Estates and Time Share Estates owned by a Bulk Purchaser, determined based on the proportionate square footage of the Time Share Unit of which the Time Share Estate or Villas Time Share Estate is a part as compared to the total square footage of other Time Share Units in the Condominium and

in the Villas Condominium, such calculation to be made by multiplying the square footage of each Time Share Unit of the Condominium and the Villas Condominium by the number of Time Share Estates, other than Unsold Time Share Estates and Time Share Estates owned by a Bulk Purchaser, in such Time Share Unit (the "Unit Square Footage Product") and by adding together the Unit Square Footage Product for all Time Share Units and then, to determine the percentage applicable to each such Time Share Estate and Villas Time Share Estate, by dividing such total sum of the Unit Square Footage Products by the square footage of the Time Share Unit of which such Time Share Estate or Villas Time Share Estate is a part, excluding from such calculation any square footage allocation with respect to any Unsold Time Share Estate and any Time Share Estate owned by a Bulk Purchaser. The square footage of each Time Share Unit and Villas Time Share Unit to be used in such calculation shall be the square footage listed on Exhibit C. The calculation of the adjusted Common Expenses and Limited Common Expenses as provided in this Section 14.15 shall be revised each quarter of the Association fiscal year to take into account any changes of ownership during the preceding quarter.

ARTICLE 15

CONVEYANCE AND OWNERSHIP OF UNITS

Section 15.1 Separate Mortgages. Subject to the Bylaws, each Time Share Owner shall have the right to mortgage or otherwise encumber his Time Share Estate. No Time Share Owner shall attempt to mortgage or otherwise encumber in any manner whatsoever the Condominium or any part thereof except his Time Share Estate nor shall any Time Share Owner have the right or authority so to do. Any mortgage, deed of trust or other encumbrance of any Time Share Estate shall be subordinate to all of the provisions of this Declaration and in the event of foreclosure the provisions of this Declaration shall be binding upon any Time Share Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

Section 15.2 Waiver of Partition. No Time Share Owner or other person or entity acquiring any right, title or interest in the Condominium shall seek or obtain through any legal procedures judicial partition of all or any portion of the Condominium, any Unit, Common Element or any Time Share Estate, or sale of the Condominium, any Unit, Common Element or any Time Share Estate in lieu of partition. If, however, any Time Share Estate shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a partition of such Time Share Estate as between such co-tenants or joint tenants but there shall be no partition or physical division of any Unit nor any partition of any interest in any Unit from its appurtenant percentage interest in the Common Elements.

Section 15.3 Conveyance of Time Share Estate. No Time Share Owner shall sell, convey, hypothecate or encumber less than all of his interest in any Time Share Estate, except that nothing herein shall prohibit a Time Share Owner from conveying a fractional share of his or her entire interest in a Time Share Estate such that said Time Share Estate is owned by such Time Share Owner and another person or persons as joint tenants or tenants

BK372PG347³⁵

in common. Any sale, conveyance, hypothecation or encumbrance by any Time Share Owner of less than all of his interest in any Time Share Estate, except as set forth in the preceding sentence, shall be null, void and of no effect. The transfer of any Time Share Estate shall operate to transfer to the new owner the interest of the prior owner in funds in the hands of the Association and in the Common Elements without further instrument of transfer.

Section 15.4 Restriction on Time Share Owners. Except as otherwise provided in this Declaration, by direction of the Association, by express consent of all Time Share Owners, or if required to prevent damage or injury to persons or property in an emergency, no Time Share Owner shall make improvements, decorations or repairs to any Unit or the Common Elements or contract so to do or subject any Unit or the Common Elements to any liens for the making of improvements, decorations or repairs.

ARTICLE 16 AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Act and except as provided herein for amendments which may be executed by the Association or certain Time Share Owners, this Declaration may be amended only by vote or agreement of Time Share Owners of Time Share Estates to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Mortgagees representing at least fifty-one percent (51%) of the votes of Time Share Estates that are subject to mortgages. A change to any of the following would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common Elements, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or vice versa;
- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;

- (j) leasing of Units;
- (k) imposition of any restrictions on a Time Share Owners right to sell or transfer his Time Share Estate;
- (l) a decision by the Association to establish self-management when professional management had been required previously by a Mortgagee;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

If the amendment is not of such material nature, the approval of a Mortgagee may be assumed when that Mortgagee has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

ARTICLE 17 TERMINATION

The Condominium may be terminated only by agreement of Time Share Owners of Time Share Estates to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Mortgagees representing at least sixty-seven percent (67%) of the votes of Time Share Estates that are subject to mortgages. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Act.

ARTICLE 18 GENERAL PROVISIONS

Section 18.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 18.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

Section 18.3. Applicable Law. This Declaration shall be governed and construed according to the law of the State of Maine.

Section 18.4. Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded in said Registry of Deeds.


Section 18.5. Notices. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

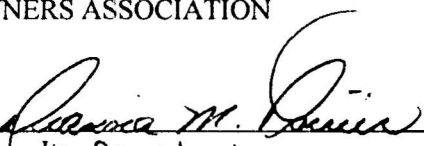
Section 18.6. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

IN WITNESS WHEREOF, Evergreen Valley Time Share Owners Association, by its ~~President~~ duly authorized, and in accordance with the Order of the United States Bankruptcy Court hereinabove first referenced, has caused this Declaration to be duly executed as of the 5th day of May, 1997.

WITNESS

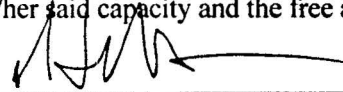
EVERGREEN VALLEY TIME SHARE OWNERS ASSOCIATION



By: 
Its President
Printed Name: Dianna M. Poirer

STATE OF MAINE
COUNTY OF OXFORD

On the 5th day of May, 1997 before me personally appeared the above-named Dianna Poirer, President of Evergreen Valley Time Share Owners Association, a Maine non-profit corporation, and acknowledged the execution of this Restated Declaration of Condominium to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.


Notary Public ATTORNEY AT LAW
Printed Name: Nathan H. Smith
My Commission Expires:
N/A

TRX:62871

EXHIBIT A

Attached to and forming a part of
Restated Declaration of Condominium,
Evergreen Valley Inn, a Time Share Condominium.

THE REAL ESTATE

A certain lot or parcel of land with the buildings thereon situated on the westerly side of Mountain Road in the Town of Stoneham, County of Oxford, State of Maine, bounded and described as follows:

Beginning at a 5" x 5" granite monument found on the westerly sideline of Mountain Road. Said monument marks a southeasterly corner of land now or formerly of Robert and Sandra Bahre as described in deed recorded in the Oxford County Registry of Deeds (Western District) in Book 275, Page 987. Said monument also being south thirty-five degrees forty-four minutes seven seconds east (S 35E 44' 07" E), five hundred fifty-six and ninety-nine hundredths feet (556.99') from the most easterly corner of the Evergreen Valley Villas parcel, formerly known as Condominium Area "A".

Thence south eighty-one degrees seven minutes five seconds west (S 81E 07' 05" W) along the southerly line of said Bahre's one hundred ninety-six feet (196.00') to a 5" x 5" granite monument found;

Thence south thirty-one degrees forty-five minutes twenty-two seconds west (S 31E 45' 22" W) along the southeasterly line of said Bahre's, two hundred four and ninety-four hundredths feet (204.94') to an iron rod set;

Thence south twelve degrees sixteen minutes thirty-five seconds west (S 12E 16' 35" W) along the easterly line of said Bahre's, one hundred fifty-nine and twenty-seven hundredths feet (159.27') to an iron rod set;

Thence continuing south twelve degrees sixteen minutes thirty-five seconds west (S 12E 16' 35" W) along the easterly line of said Bahre's, approximately twenty-two feet (22') to a point on the centerline or thread of Adams Brook;

Thence in a southeasterly direction down and long the thread of Adams Brook, being the northeasterly line of said Bahre's, approximately two hundred fifty-six feet (256') to a 10" spike set in the center of a crossing over Adams Brook. Said spoke being south forty-six degrees fifty-six minutes thirty-one seconds east (S 46E 56' 31" E), two hundred sixty-one and sixty-four hundredths feet (261.64') from the last mentioned iron rod set;

BK 3726351

A-1

Thence north thirty degrees five minutes zero seconds east (N 30E 05' 00" E) along the northwesterly line of said Bahre's one hundred one and twenty-four hundredths feet (101.24') to an iron rod set;

Thence north thirteen degrees thirty minutes twenty-two seconds east (N 13E 30' 22" E) along the northwesterly line of said Bahre's two hundred nine and thirty-two hundredths feet (209.32') to an iron rod set;

Thence north sixty degrees twenty-two minutes twenty-nine seconds east (N 60E 22' 29" E) along the northwesterly line of said Bahre's one hundred seventy-eight and seventy-one hundredths feet (178.71') to an iron rod set on the southwesterly sideline of Mountain Road;

Thence north forty-nine degrees thirty-two minutes fifty-three seconds west (N 49E 32' 53" W) along the southwesterly sideline of Mountain Road seventy-eight and eighty hundredths feet (78.80') to an iron rod set;

Thence north twenty-five degrees nine minutes twenty-seven seconds west (N 25E 09' 27" W) along the southwesterly sideline of Mountain Road one hundred nineteen and fifty-two hundredths feet (119.52') to the point of beginning.

Containing 2.98 acres.

Meaning and intending to submit and hereby submitting to this Declaration of Condominium all that certain real estate described in the deed from Evergreen Valley Resort, Inc. to Aldrich Realty Company, dated May 8, 1978 and recorded in said Registry of Deeds in Book 234, Page 634, in addition to any and all other real estate hereinabove described.

All bearings refer to Grid North as shown on a plan entitled "Plan of Property - Evergreen Valley - Condominium Area "A" Stoneham, Maine" dated December 1974 and prepared by Four Seasons, Inc. recorded at the Oxford County Registry of Deeds - Western District in Plan Volume 4, Page 98.

All book and page numbers refer to the Oxford County Registry of Deeds - Western District.

The above described parcel is shown on a plan entitled "Master Condominium Plat - Evergreen Valley Inn a Time Share Condominium and Evergreen Valley Villas a Condominium and Time Share Condominium," dated September 19, 1991, revised May 5, 1997 surveyed by Turner Surveying Company, Inc. Said plan to be recorded at the Oxford County Registry of Deeds - Western District.

The hereinabove described parcel is subject to an easement deed from Evergreen Valley Resort, Inc. to Central Maine Power Company dated November 2, 1978 and recorded in said Registry of Deeds in Book 239, Page 118.

BK37286353 A-3

EXHIBIT B

Attached to and forming a part of
Restated Declaration of Condominium,
Evergreen Valley Inn, a Time Share Condominium.

PERCENTAGE INTEREST IN COMMON ELEMENTS

<u>Unit</u>	<u>Percentage Interest</u>
114	1.961%
116	1.961%
118	1.961%
119	1.961%
120	1.961%
121	1.961%
122	1.961%
123	1.961%
125	1.961%
127	1.961%
128	1.961%
129	1.961%
131	1.961%
133	1.961%
135	1.961%
137	1.961%
138	1.961%
139	1.961%
115/117	1.961%
124/126	1.961%
130/132	1.961%
134/136	1.961%
141/241	1.961%
142/242	1.961%
214	1.961%
215	1.961%
216	1.961%
217	1.961%
218	1.961%
219	1.961%
220	1.961%
221	1.961%

BK372PG354

222	1.961%
223	1.961%
224	1.961%
225	1.961%
226	1.961%
227	1.961%
228	1.961%

BK37216355

B-2

<u>Unit</u>	<u>Percentage Interest</u>
229	1.961%
230	1.961%
231	1.961%
232	1.961%
233	1.961%
234	1.961%
235	1.961%
236	1.961%
237	1.961%
238	1.961%
239	1.961%
240	<u>1.961%</u>
Total	100.00%

EXHIBIT C

Attached to and forming a part of
Restated Declaration of Condominium,
Evergreen Valley Inn, a Time Share Condominium.

COMMON EXPENSE LIABILITY PERCENTAGES

NOTE: The Common Expense Liability percentages set forth on this Exhibit C are subject to adjustment pursuant to Section 14.15 of this Declaration.

TIME SHARE COMMON EXPENSE LIABILITY

<u>Inn Condominium Unit</u>	<u>Unit Square Footage</u>	<u>Unit Percentage Liability</u>	<u>Percentage Liability of Each Time Share Estate</u>
114	382	1.24%	.0248%
116	382	1.24%	.0248%
118	382	1.24%	.0248%
119	382	1.24%	.0248%
120	382	1.24%	.0248%
121	382	1.24%	.0248%
122	382	1.24%	.0248%
123	382	1.24%	.0248%
125	382	1.24%	.0248%
127	382	1.24%	.0248%
128	382	1.24%	.0248%
129	382	1.24%	.0248%
131	382	1.24%	.0248%
133	382	1.24%	.0248%
135	382	1.24%	.0248%
137	382	1.24%	.0248%
138	382	1.24%	.0248%
139	382	1.24%	.0248%
115/117	763	2.47%	.0494%
124/126	763	2.47%	.0494%
130/132	763	2.47%	.0494%
134/136	763	2.47%	.0494%
141/241	900	2.92%	.0584%
142/242	900	2.92%	.0584%

BK 3726357 C-1

<u>Inn Condominium Unit</u>	<u>Unit Square Footage</u>	<u>Unit Percentage Liability</u>	<u>Percentage Liability of Each Time Share Estate</u>
214	518	1.68%	.0336%
215	518	1.68%	.0336%
216	518	1.68%	.0336%
217	518	1.68%	.0336%
218	518	1.68%	.0336%
219	518	1.68%	.0336%
220	518	1.68%	.0336%
221	518	1.68%	.0336%
222	518	1.68%	.0336%
223	518	1.68%	.0336%
224	518	1.68%	.0336%
225	518	1.68%	.0336%
226	518	1.68%	.0336%
227	518	1.68%	.0336%
228	518	1.68%	.0336%
229	518	1.68%	.0336%
230	518	1.68%	.0336%
231	518	1.68%	.0336%
232	518	1.68%	.0336%
233	518	1.68%	.0336%
234	518	1.68%	.0336%
235	518	1.68%	.0336%
236	518	1.68%	.0336%
237	518	1.68%	.0336%
238	518	1.68%	.0336%
239	518	1.68%	.0336%
240	518	1.68%	.0336%

<u>Villas Condominium Unit</u>	<u>Unit Square Footage</u>	<u>Unit Percentage Liability</u>	<u>Percentage Liability of Each Time Share Estate</u>
1	1082	3.51%	.0702%
2	943	3.06%	.0612%
3	943	3.06%	.0612%
4	1082	3.51%	.0702%
5	1082	3.51%	.0702%

Total 100%

BK372PG358

C-2

INN BUDGET COMMON EXPENSE LIABILITY

Inn Condominium Unit	Unit Square Footage	Unit Percentage Liability	Percentage Liability of Each Time Share Estate
114	382	1.48%	.0297%
116	382	1.48%	.0297%
118	382	1.48%	.0297%
119	382	1.48%	.0297%
120	382	1.48%	.0297%
121	382	1.48%	.0297%
122	382	1.48%	.0297%
123	382	1.48%	.0297%
125	382	1.48%	.0297%
127	382	1.48%	.0297%
128	382	1.48%	.0297%
129	382	1.48%	.0297%
131	382	1.48%	.0297%
133	382	1.48%	.0297%
135	382	1.48%	.0297%
137	382	1.48%	.0297%
138	382	1.48%	.0297%
139	382	1.48%	.0297%
115/117	763	2.97%	.0594%
124/126	763	2.97%	.0594%
130/132	763	2.97%	.0594%
134/136	763	2.97%	.0594%
141/241	900	3.50%	.0700%
142/242	900	3.50%	.0700%
214	518	2.01%	.0402%
215	518	2.01%	.0402%
216	518	2.01%	.0402%
217	518	2.01%	.0402%
218	518	2.01%	.0402%
219	518	2.01%	.0402%
220	518	2.01%	.0402%
221	518	2.01%	.0402%
222	518	2.01%	.0402%

BK37216359

C-3

<u>Inn</u> <u>Condominium</u> <u>Unit</u>	<u>Unit</u> <u>Square</u> <u>Footage</u>	<u>Unit</u> <u>Percentage</u> <u>Liability</u>	<u>Percentage Liability</u> <u>of Each Time Share</u> <u>Estate</u>
223	518	2.01%	.0402%
224	518	2.01%	.0402%
225	518	2.01%	.0402%
226	518	2.01%	.0402%
227	518	2.01%	.0402%
228	518	2.01%	.0402%
229	518	2.01%	.0402%
230	518	2.01%	.0402%
231	518	2.01%	.0402%
232	518	2.01%	.0402%
233	518	2.01%	.0402%
234	518	2.01%	.0402%
235	518	2.01%	.0402%
236	518	2.01%	.0402%
237	518	2.01%	.0402%
238	518	2.01%	.0402%
239	518	2.01%	.0402%
240	518	2.01%	.0402%

Total 100%

VILLAS TIMESHARE COMMON EXPENSE LIABILITY

<u>Villas</u> <u>Condominium</u> <u>Unit</u>	<u>Unit</u> <u>Square</u> <u>Footage</u>	<u>Unit</u> <u>Percentage</u> <u>Liability</u>	<u>Percentage Liability</u> <u>of Each Time Share</u> <u>Estate</u>
1	1082	21.08%	.4217
2	943	18.38%	.3674
3	943	18.38%	.3674
4	1082	21.08%	.4217
5	1082	21.08%	.4217
Total			100%

BK372F6361

C-5

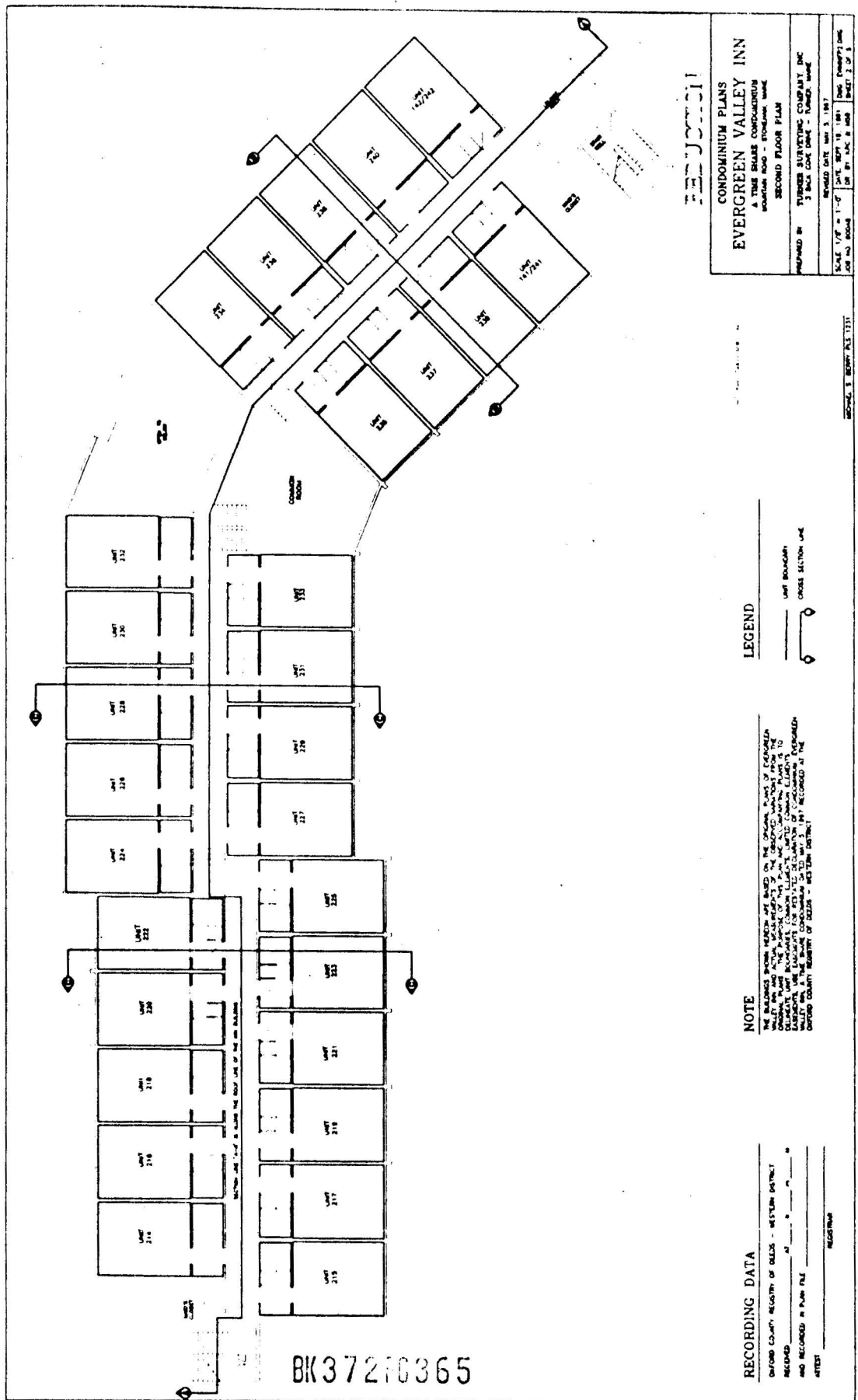
EXHIBIT D

Attached to and forming a part of
Restated Declaration of Condominium,
Evergreen Valley Inn, a Time Share Condominium.

REDUCED COPY OF PLATS AND PLANS

THE REDUCED COPIES OF THE PLATS AND PLANS ATTACHED AS
EXHIBIT D ARE INCLUDED HEREIN ONLY FOR THE CONVENIENCE OF THE
READER OF THIS DECLARATION. ALL REFERENCES TO THE "PLAT" OR
"PLAN" CONTAINED IN THE DECLARATION ARE REFERENCES TO THE FULL
SIZED PLAT OR PLAN RECORDED TOGETHER WITH THIS DECLARATION AND
NOT TO THESE REDUCTION COPIES.

TXR:62871-1.DOC



一、二、三、四、五、六、七、八、九、十、十一、十二、十三、十四、十五、十六、十七、十八、十九、二十、二十一、二十二、二十三、二十四、二十五、二十六、二十七、二十八、二十九、三十、三十一、三十二、三十三、三十四、三十五、三十六、三十七、三十八、三十九、四十、四十一、四十二、四十三、四十四、四十五、四十六、四十七、四十八、四十九、五十、五十一、五十二、五十三、五十四、五十五、五十六、五十七、五十八、五十九、六十、六十一、六十二、六十三、六十四、六十五、六十六、六十七、六十八、六十九、七十、七十一、七十二、七十三、七十四、七十五、七十六、七十七、七十八、七十九、八十、八十一、八十二、八十三、八十四、八十五、八十六、八十七、八十八、八十九、九十、九十一、九十二、九十三、九十四、九十五、九十六、九十七、九十八、九十九、一百。

CONDOMINIUM PLANS
EVERGREEN VALLEY INN

FROM MEMPHIS - OOO NEW YORK
FUNDING AGENTS BEING SENT 7

SECOND FLOOR PLAN

FURTHER SURVEYING COMPANY, INC
3 BACK CREEK DRIVE - NAPER, MISS

RECEIVED DATE MAY 3 1967

DATE SUB 11 MAR 1968	DATE PREPARED DATE
DR BY SAC R MOG	SHEET 2 OF 3

MOBILE 8 BERRY AVE 1231

LEGEND

UNIT BOUNDARY

CROSS SECTION LINE

NOTE

THE BUILDING ROOM MEASUREMENTS ARE BASED ON THE ORIGINAL PLANS OF EVERGREEN VALLEY AND THE ACTUAL MEASUREMENTS OF THE DESCRIBED BUILDINGS FROM THE ORIGINAL PLANS. THE MEASUREMENT OF THIS PLAN AND ALL DIMENSIONS PLANS IS TO ELIMINATE ANY DISCREPANCIES. COASTAL ELEMENTS LIMITED (COASTAL ELEMENTS LIMITED) USES MEASUREMENTS FOR ITS STATE DECLARATION OF CONFORMANCE. EVERGREEN VALLEY AND A THE BUILDING CONSTRUCTION IS TO BE 1947 RECORDED AT THE OXFORD COUNTY REGISTERY OF DEEDS - SECTION 10.

RECORDING DATA

OXFORD COUNTY RECORDS OF DEEDS - WESTERN DISTRICT
 RECORDED _____ at _____ in _____
 AND RECORDED IN PLAT FILE _____
 ATTEST _____

TABLE OF UNIT FLOOR ELEVATIONS:

UNITS: 115, 116/117, 118, 119, 120,
121, 122, 123, 124

FLOOR ELEVATIONS:

005.2

UNITS: 215, 216, 217, 218, 219, 220,
221, 222, 223, 224

005.7

LOFTS OF UNITS: 215, 216, 217, 218, 219,
220, 221, 222, 223, 224

004.7

UNITS: 124/125, 126, 127/128, 129,
130, 131, 132

FLOOR ELEVATIONS:

005.2

UNITS: 224, 225, 226, 227, 228, 229, 230,
231, 232, 233

007.2

LOFTS OF UNITS: 224, 225, 226, 227, 228, 229,
230, 231, 232, 233

005.2

UNITS: 135, 137, 138, 141/241 (FIRST FLOOR),
136/139, 140, 142/242 (FIRST FLOOR)

FLOOR ELEVATIONS:

005.2

UNITS: 234, 235, 236, 237, 238, 239,
240, 241/241 (SECOND FLOOR),
242/242 (SECOND FLOOR)

005.7

LOFTS OF UNITS: 234, 235, 236, 237, 238,
239, 240, 241/241, 242/242

014.0

BK 372 PG 366

RECORDING DATA

OXFORD COUNTY REGISTRY OF DEEDS - WESTERN DISTRICT
RECORDED AT _____ IN _____
AND RECORDED IN PLAN FILE _____
INDEX _____

ESTABLISHED DATUM

ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929
THE BENCH MARK USED IS A CHISELED SQUARE ON LEAD OUTCROP
SITUATED 33' FEET NORTHWEST OF THE CENTRELINE OF EVERGREEN
VALLEY ROAD AND APPROXIMATELY 800' FEET EAST OF THE
EVERGREEN VALLEY WASTEWATER TREATMENT PLANT
ELEVATION OF BENCH MARK = 407.84' ABOVE MEAN SEA LEVEL

NOTE

THE BUILDINGS SHOWN HEREON ARE BASED ON THE ORIGINAL PLANS
OF EVERGREEN VALLEY INN AND ACTUAL MEASUREMENTS OF THE OBSERVED
VARIATIONS FROM THE ORIGINAL PLANS. THE PURPOSE OF THIS PLAN AND
ACCOMPANYING PLANS IS TO DELINEATE UNIT BOUNDARIES, COMMON ELEMENTS
LIMITED COMMON ELEMENTS, EASEMENTS, USE EASEMENTS FOR RESTRICTED DECLARATION
OF CONDOMINIUM, EVERGREEN VALLEY INN, A TIME SHARE CONDOMINIUM DATED
MAY 5, 1987 RECORDED AT THE OXFORD COUNTY REGISTRY OF DEEDS - WESTERN DISTRICT

REDUCTION

CONDOMINIUM PLANS EVERGREEN VALLEY INN

A TIME SHARE CONDOMINIUM
MOUNTAIN ROAD - STONEHAM, MAINE

CROSS SECTION "A-A"

PREPARED BY: TURNER SURVEYING COMPANY, INC.
3 BAKER COVE DRIVE - TURNER, MAINE

REVISED DATE: MAY 5, 1987

SCALE: 1/8" = 1'-0"
DATE: SEPT 18, 1981
JOB NO: 80048
DR BY: APC & MBB
CHK: EVERETT DING
SHEET 3 OF 5

ISSUED BY: BERRY TULL 1331

Diagram illustrating a building layout with rooms and corridors. The layout is divided into several sections:

- Top Section:** Contains three rooms labeled 101, 102, and 103. Room 101 is on the left, 102 in the middle, and 103 on the right. Arrows indicate door swings.
- Middle Section:** Contains three rooms labeled 104, 105, and 106. Room 104 is on the left, 105 in the middle, and 106 on the right. Arrows indicate door swings.
- Bottom Section:** Contains three rooms labeled 107, 108, and 109. Room 107 is on the left, 108 in the middle, and 109 on the right. Arrows indicate door swings.
- Leftmost Section:** Contains a large room labeled 100 and a smaller room labeled 100. Arrows indicate door swings.
- Rightmost Section:** Contains a large room labeled 100 and a smaller room labeled 100. Arrows indicate door swings.
- Corridors:** Labeled 'CORRIDOR' in the middle of the layout.

DAVID COUNTY REGISTER OF DEEDS - WESTERN DISTRICT
RECORDED _____ AT _____ h _____ m _____
AND RECORDED IN PLAIN FILE _____
ATTEST _____

THE BUILDING shown herein ARE BASED ON THE ORIGINAL PLANS OF EVERETTIN WELLY AND THE ACTUAL MEASUREMENTS OF THE ORIGINATOR. MEASUREMENT FROM THE ORIGINATOR. PLANS THE PURPOSE OF THIS PLAN AND ACCOUNTING PLANS IS TO DEDICATE THE BUILDING CHURCH CHURCH LIMITED COMPANY LIMITED. THE BUILDING ARE BASED ON THE ORIGINAL PLANS OF EVERETTIN WELLY AND THE ACTUAL MEASUREMENTS OF THE ORIGINATOR. MEASUREMENT FROM THE ORIGINATOR. PLANS THE PURPOSE OF THIS PLAN AND ACCOUNTING PLANS IS TO DEDICATE THE BUILDING CHURCH CHURCH LIMITED COMPANY LIMITED.

निर्देशक

1581 RY 4000 1 1231

100

CONDOMINIUM PLANS
EVERGREEN VALLEY INN
A TIME SHARE CONDOMINIUM
MOUNTAIN ROAD - FORTY-NINE MILES

CROSS SECTION "B-B"

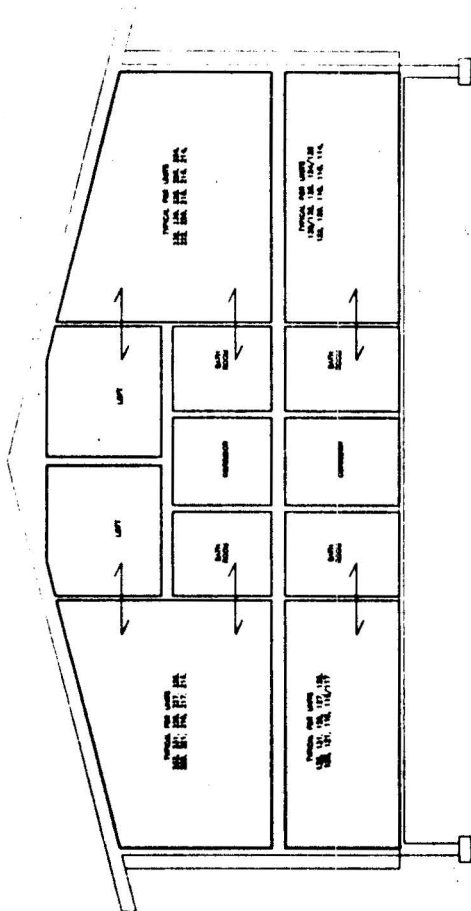
RECEIVED DATE MAR 5 1967	SCALE 1/4" = 1'-0"	DATE SUPD 10 '001	DWG. NUMBER 22 Dwg
	JOB NO 60048	DR BY APC & WLS	SHEET 4 OF 5

RECORDING DATA

OXFORD COUNTY REGISTRY OF DEEDS - WESTERN DISTRICT
RECEIVED _____ AT _____ h _____ m _____ A
AND RECORDED IN PLAIN FILE _____
ATTEST _____

NOTE

THE BUILDINGS SHOWN HEREIN ARE BASED ON THE ORIGINAL PLANS OF EVERGREEN VALLEY HSG AND ACREAL MEASUREMENTS OF THE OBSERVED VARIATIONS FROM THE ORIGINAL PLANS. THE PURPOSE OF THIS PLAN AND THE ACCOMPANYING PLANS IS TO IDENTIFY THE LOCATIONS, GENERAL LAYOUTS AND LIMITED CONCRETE ELEMENTS. THESE PLANS ARE NOT TO BE USED FOR ANY OTHER PURPOSES. EVERGREEN VALLEY HSG, A STATE CONDOMINIUM DATED MAY 2, 1997, IS RECORDED AT THE CLATSOP COUNTY REGISTRY OF DEEDS - WESTERN DISTRICT.



10-11-68

FEEL THE

CONDOMINIUM PLANS
EVERGREEN VALLEY INN
A TIME SHARE CONDOMINIUM
MOUNTAIN ROAD - STONEHAM, MASS.

CROSS SECTION "C-C"

SCALE 1/4" = 1'-0"	DATE SEPT 19 1967	DWG. REVISED Dwg
JOB NO 90048	DR BY APC & MSB	SHEET 5 OF 5