

THE FAIRWAY TOWNHOUSES OWNERS ASSOCIATION**CERTIFICATE OF AMENDMENT**

The undersigned, being the President and Secretary of The Fairway Townhouses Owners Association (the "Association"), hereby certify that the attached Amended and Restated Documents Related To The Fairway Townhouses, a Condominium, were duly approved by the Owners of Units to which at least seventy-five percent (75%) of the votes in the Association are allocated and that there are no Eligible Mortgage Holders.

Dated: JANUARY 11, 2017

THE FAIRWAY TOWNHOUSES
OWNERS ASSOCIATION

By: Wm J Golden

Printed Name: WILLIAM J. GOLDEN
Its President

By: Wayne E. Cole

Printed Name: WAYNE E. COLE
Its Secretary

Acknowledgment to follow on next page

STATE OF Massachusetts
COUNTY OF Bristol, SS

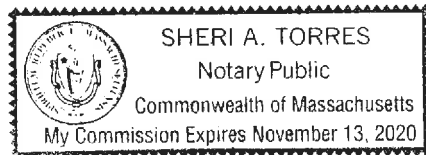
January 11, 2017

Then personally appeared the above-named Wayne
Cole, Secretary of The Fairway Townhouses Owners Association, and
acknowledged the foregoing to be his free act and deed in his said capacity and the free act and
deed of The Fairway Townhouses Owners Association.

Before me,



Sheri A. Torres
Notary Public
Printed Name: Sheri A. Torres
Commission Expires: 11-13-2020



**AMENDED AND RESTATED
DOCUMENTS RELATED TO
THE FAIRWAY TOWNHOUSES, A CONDOMINIUM
BETHEL, MAINE**

BACKGROUND

The Fairway Townhouses, a Condominium (the "Condominium") was created by Declaration dated January 13, 1988, and recorded in the Oxford County Registry of Deeds (the "Registry") in Book 1541, Page 1 (the "Original Declaration") submitting certain real estate then owned by The Bethel Inn Corporation (the "Declarant") to the provisions of the Maine Condominium Act, 33 M.R.S. § 1601-101 *et seq.* (the "Condominium Act").

As contemplated by the Original Declaration and Section 1603-101 of the Condominium Act an association of Unit Owners known as The Fairway Townhouses Owners Association (the "Association") was incorporated as a Maine nonprofit corporation by Articles of Incorporation filed with the Maine Secretary of State on January 12, 1987. The Association has adopted certain By-Laws (the "Bylaws") pursuant to Section 1603-106 of the Condominium Act and Section 601 of the Maine Nonprofit Corporation Act, 13-B M.R.S § 101 *et seq.* (the "Nonprofit Corporation Act").

The Original Declaration was amended by Amendment to Declaration of Condominium and Adoption of Supplemental Timeshare Declaration Fairways (*sic*) Townhouses Condominium, dated October 8, 1997, and recorded in the Registry in Book 2484, Page 237 (the "Supplemental Timeshare Declaration") to create a common scheme and plan of timeshare ownership, use, operation, enjoyment, repair, maintenance, restoration, remodeling and improvement of certain Units in the Condominium that may be submitted to such common scheme and plan (the "Timeshare Plan").

Certain Units in the Condominium were submitted to the provisions of the Maine Timeshare Act, 33 M.R.S. § 591 *et seq.* (the "Timeshare Act") by documents recorded in the Registry in Book 2488, Page 019; Book 2491, Page 188; Book 2581, Page 038; Book 2675, Page 079; Book 2748, Page 21; Book 2799, Page 102; Book 2860, Page 147; Book 2892, Page 126; Book 2900, Page 255; Book 3144, Page 146; Book 3233, Page 033; Book 3407, Page 322; and Book 3449, Page 050 (collectively, the "Timeshare Submissions"), certain of which Timeshare Submissions incorporated a form of Timeshare Ownership Agreement for the Bethel Inn and Country Club (the "Timeshare Ownership Agreement Form"). Purchasers of Timeshare Estates in Units may have entered into one or more unrecorded agreements containing the same or similar terms of those in the Timeshare Ownership Agreement Form (collectively, the "Timeshare Ownership Agreement.")

Certain limitations on the number of Units that could be submitted to the Timeshare Plan were imposed by Agreement on Conditions to Timeshare Adoption among Bethel Inn Corporation, which was the Declarant under the Original Declaration; Bethel Commodore Corporation, which provides or provided certain services to Unit Owners; and the Association dated October, 1997 and recorded in the Registry in Book 2488, Page 23 (the "Timeshare Limitation Agreement"). The Original Declaration, the Bylaws, the Supplemental Timeshare Declaration, the Timeshare Submissions, the Timeshare Ownership Agreement and the Timeshare Limitation Agreement, as they may be further amended from time to time, are sometimes collectively referred to as the "Fairway Townhouses Documents".

The Fairway Townhouses Documents contain many terms that are no longer applicable or are obsolete, or overlap or conflict with one another. For that reason and to provide for more efficient management and operation of the Condominium and the Timeshare Plan, the Association has proposed that the Fairway Townhouses Documents be amended and restated in a consolidated form, and the Owners of Units to which at least seventy-five percent (75%) of the votes in the Association are allocated and all Eligible Mortgage Holders, if any, have voted or agreed to approve such amendment and restatement in a consolidated form.

Therefore, the Fairway Townhouses Documents are amended and restated in their entirety as follows (the "Amended and Restated Fairway Townhouses Documents"):

AMENDED AND RESTATED FAIRWAY TOWNHOUSES DOCUMENTS

ARTICLE 1 **SUBMISSION: DEFINED TERMS**

Section 1.1. Submission of Property.

(a) The Declarant, the then-owner in fee simple of the land described in Exhibit A attached hereto, located within the Town of Bethel, County of Oxford and State of Maine ("Land") submitted the Land, together with all improvements, easements, rights and appurtenances thereto belonging (the "Property") to the provisions of the Condominium Act and thereby created the Condominium. The Property is shown on the condominium plats and plans recorded in the Registry identified as follows: "Plan of (or Property of) Fairway Townhouses, A Condominium", dated 16th day of May, 1987, prepared by Shiffer, Litchfield Associates Architects PC, and recorded in the Registry as Condominium Plans numbered 2286, 2287 and 2288, reduced copies of which are attached hereto as Exhibit B (the "Plats and Plans"). The Property is situated entirely within the Town of Bethel and in the Eastern Registry District of the Oxford County Registry of Deeds.

(b) As provided in the Supplemental Timeshare Declaration, the Condominium and the Units may be owned and occupied as Timeshares as defined in the Timeshare Act. The provisions of Article 10 shall apply to all those Units submitted by their Owners to the Timeshare Plan, and in the event of any conflict between the terms of these Amended and Restated Fairway Townhouses

Documents and the terms of any Timeshare Ownership Agreement, the terms of these Amended and Restated Fairway Townhouses Documents shall take precedence. As of the date of these Amended and Restated Fairway Townhouses Documents, Units 500, 504, 506, 508, 512, 516, 518, 520, 526, 530, 538, 554, 556, 564, 574, 576 and 578 have been submitted to the Timeshare Plan (collectively, the "Timeshare Units" and individually, a "Timeshare Unit").

Section 1.2. Defined Terms. "Unit Owner" means any person, organization, or other entity, which owns a fee simple interest in a complete Unit of the Condominium, whether or not such Unit is in the Timeshare Plan. "Timeshare Owner" means any person, organization, or other entity which then owns a Timeshare Estate in any Unit. "Owner" means collectively Unit Owner and Timeshare Owner. Other capitalized terms used in these Amended and Restated Fairway Townhouses Documents without definition shall have the meanings specified or used in the Condominium Act or the Timeshare Act, as applicable. In the event of a conflict, the definition contained in the applicable statute shall take precedence.

Section 1.3. Name and Address of Condominium. The name of the condominium is "The Fairway Townhouses, a Condominium." The address of the Condominium is Bethel, Maine.

Section 1.4. Notice to Owners. Notice of matters affecting the Condominium shall be given to Owners by delivery in hand, by sending by prepaid United States mail to the mailing address of each Unit or to any other mailing address designated to the Association in writing by the Owner, or by email at an email address provided to the Association by the Owner.

Section 1.5. Interpretation. In the event of any conflict or discrepancy between this Declaration and the Plats and Plans, this Declaration shall govern.

ARTICLE 2

BUILDINGS ON THE LAND: UNIT BOUNDARIES

Section 2.1. Location and Dimension of Buildings. The location and dimensions of each building on the Land are depicted on the Plats and Plans.

Section 2.2. Units. The Condominium consists of forty (40) Units on the Land. The location of Units within each building and their dimensions are shown on the Plats and Plans. A list of the identifying numbers of the Units, with the percentage interests in the Common Elements, percentage of liability for Common Expenses and votes in the Association allocated to each Unit, is attached hereto as Exhibit C. The percentage interest in the Common Elements and the percentage of liability for Common Expenses appurtenant to each Unit are determined on the basis of the ratio of the square footage of the floor area of each Unit to the total square footage of the floor area of all of the Units combined. Each Unit is allocated one vote in the Association. Votes in the Association may be cast as provided in the Bylaws.

Section 2.3. Unit Boundaries. The boundaries of each Unit are as follows:

(a) Upper and lower (horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(1) Upper Boundary: The horizontal plane which includes the top side of the plasterboard of the ceiling above the second floor, if any, otherwise the same plane above the first floor.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated subflooring material, concrete or gypcrete floor slab.

(b) Vertical (perimeter) Boundaries: The vertical boundaries of the Unit shall be the vertical plane which includes the back surface of the plasterboard of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. Boundary lines shall also be the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds.

(c) The Unit shall include the room containing the heating and air-conditioning apparatus serving the Unit, if any, which apparatus shall be part of the Unit. Any portion of a utility system or other apparatus serving more than one Unit (e.g., pipes, conduits, ducts) which is partially within and partially outside the Unit, is part of the Common Elements.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Owner and the Association. Certain responsibilities of the Timeshare Owners are delegated to the Timeshare Manager, as provided in Article 10.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Common and Limited Common Elements.

(a) The locations of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; pursuant to section 1602-102(4) of the Condominium Act, a shutter, awning, window box, doorstep, stoop, balcony, decks, patio, if any, and the exterior stairways shown adjacent to a Unit is a Limited Common Element appurtenant to that Unit and appurtenant to any Unit which may share that element. The concrete floor slab, patios, and ground area below it are Limited Common Elements appurtenant to the Unit above, if any.

(b) A portion of the Common Elements may be marked on the Plats and Plans as "Common Elements which may be assigned as Limited Common Elements". Pursuant to Section 1602-105(a)(7) and Section 1602-108 of the Condominium Act, the Association has the exclusive right

to assign these areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these areas shall become appurtenant.

Section 3.2. Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses or memberships or leasehold interests for and upon terms certain in designated Common Elements to the Association or to any Unit Owners or to any other entity or individual or enterprise including another condominium unit owners association and to establish a reasonable charge for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements. The Board of Directors shall have these rights and powers in relation to portions of the Common Elements they may select or set aside for those purposes.

ARTICLE 4

EASEMENTS

In addition to the easements created by sections 1602-114 of the Condominium Act, the following easements are hereby granted:

Section 4.1. Easement for Access and Support.

(a) Each Unit is subject to the right of access by the managing agent and/or any other person authorized by the Board of Directors as provided in Section 1603-107(a) of the Condominium Act and Section 5.12 of the Bylaws. In case of emergency or in the discretion of the managing agent or Board of Directors, such entry shall be immediate whether or not the Owner is present at the time.

(b) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 4.2. Association's Right to Grant Easements. The Association shall have the right, pursuant to Section 1603-102(a)(9) of the Condominium Act to grant easements and rights-of-way through, under, over and across the Property for construction of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity and other utilities, and for access to the Common Elements.

Section 4.3. Easement for Use of Recreation Areas.

(a) Grant of Easement. Each Owner and each person lawfully residing in a Unit is hereby granted, subject to the rights set forth in the Amended and Restated Fairway Townhouses Documents, a non-exclusive right and easement of enjoyment in common with others of the amenities and recreational facilities (if any) constituting a portion of the Common Elements of the Condominium (Recreation Areas).

(b) Extent of Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(1) the right of the Association to charge guests reasonable admission and other fees for the use of said Recreation Areas; and

(2) the right of the Association to adopt rules and regulations governing the use of the Recreation Areas; and

(3) any other rights set forth or created by the Amended and Restated Fairway Townhouses Documents.

(c) Delegation of Use. Any person having the right to use and enjoy the Recreation Areas (if any) may delegate such rights to the members of his family, tenants who reside in the Units and to such other persons as may be permitted by the Association.

(d) Rights to Use. Each person having the right to use the Recreation Areas (if any) and each person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of an Owner to pay his assessments or any other payment due the Association.

Section 4.4. Additional Easements. Reference is made to Exhibit A for any additional liens, encumbrances and easements affecting the Property.

ARTICLE 5

AMENDMENT TO FAIRWAY TOWNHOUSES DOCUMENTS

Pursuant to Section 1602-117 of the Condominium Act and except as provided therein for amendments which may be executed by the Association or certain Owners, the Amended and Restated Fairway Townhouses Documents may be amended further only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

ARTICLE 6

ASSOCIATION

The Association is the non-profit corporation, the members of which are the Owners, contemplated by Section 1603-101 of the Condominium Act. The operation of the Association is governed by the Bylaws, which are attached hereto as Exhibit D, subject to the provisions of the Condominium Act, the Timeshare Act, and this Declaration.

ARTICLE 7

RESTRICTION ON USE OF UNITS

In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

- (a) The Units shall be used for residential and recreational purposes only.
- (b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- (c) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession and use of the Property by its residents.
- (d) No use, offensive to a majority of the other Owners or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Provisions of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.
- (e) No portion of a Unit (other than the entire Unit) may be rented, except for the lockout area. A rental hereunder may be for a maximum period of one (1) year.

Nothing in the foregoing restrictions shall be construed to prevent the occupants of any of the Units from entertaining guests in their Units, to prevent the rental of Units to guests similar to a hotel guest, or to prevent the operation of the Timeshare Plan.

ARTICLE 8

RESTRICTIONS UPON SALES AND LEASES OF UNITS

Section 8.1. No Severance of Ownership. No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit or Timeshare Estate without including therein the Allocated Interests, it being the intention hereto to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Allocated Interests of any Unit or Timeshare Estate may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of

the Unit or Timeshare Estate to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Allocated Interests of all Units and Timeshare Estates.

Section 8.2. Payment of Assessments. No Owner shall be permitted to convey, sell or lease his Unit or Timeshare Estate, unless and until he shall have paid in full to the Board of Directors all unpaid assessments for Common Expenses assessed by the Board of Directors against his Unit or Timeshare Estate, as applicable, and until he shall have satisfied all unpaid liens against such Unit or Timeshare Estate.

ARTICLE 9

PROTECTIVE COVENANTS

The Property is encumbered by protective covenants which have been recorded in the Registry in Book 1540, Pages 342, and those protective covenants are incorporated herein by reference as if fully set forth herein.

ARTICLE 10

SUPPLEMENTAL TIMESHARE DECLARATION

Section 10.1. Intent and Purpose; Limitation. The provisions of this Article 10 (the "Supplemental Timeshare Declaration") shall be binding upon all Units which have been or may be submitted to the Timeshare Plan, as covenants running with the Units, and binding upon each Owner or purchaser, their successors and assigns, heirs, personal representatives, administrators or executors, so long as this Supplemental Timeshare Declaration shall remain in effect. It is the intent and purpose of this Supplemental Timeshare Declaration to arrange for the timesharing into Periods of Use of the Units submitted to its provisions, whereby purchasers will acquire a Timeshare Estate in a particular Unit as an estate in fee simple as defined by the Timeshare Act, and the provisions of this Supplemental Timeshare Declaration, and whereby such purchasers shall agree that the use of the Unit shall be limited to specific time periods allocated to each Timeshare Estate in accordance with a schedule maintained by the Timeshare Manager. It is neither contemplated nor required by this Supplemental Timeshare Declaration that any Unit Owner shall be required to submit his Unit to the Timeshare Plan, but rather that any such submission shall be optional. No more than nineteen (19) Units may be submitted to the Timeshare Plan at any one time.

Section 10.2. Additional Definitions. The words and terms listed below shall have the following meanings:

(a) **Allocated Share.** The Allocated Share of each Timeshare Estate is its percentage interest in the Common Elements, share of Common Expense Liability, and vote in the Association. The Allocated Share of each Timeshare Estate shall be 1/51 of the percentage interest in the Common

Elements, share of the liability for Common Expenses and vote in the Association allocated to the Unit of which the Timeshare Estate is a part.

(b) Guest. Any person using a Unit with the permission of the Owner, including but not limited to family members, invitees, tenants, boarders and the like.

(c) Timeshare Manager. There shall be only one Timeshare Manager at any one time, who shall serve in that role for each and all of the Timeshare Units. As of the date of this Supplemental Timeshare Declaration, the Timeshare Manager is Bethel Commodore Corporation (the "Initial Timeshare Manager"). The procedure for replacement of the Timeshare Manager is set forth in Section 10.20 below.

(d) Unit Property. The furniture, fixtures, and other personal property contained in the Units that are part of the Timeshare Plan. Unit Property shall be owned by each Timeshare Owner in the Allocated Share each such Timeshare Owner shall have in the Unit. The Timeshare Manager shall be, and hereby is, appointed the agent of all such Timeshare Owners for the purposes of purchase, sale, repair and replacement of Unit Property.

(e) Periods of Use or Timeshare Use Period(s). The period of time during which a Timeshare Owner shall have exclusive right to use and occupy a specific Unit as set forth in the schedule maintained by the Timeshare Manager.

Section 10.3. Confirmation of Existing Timeshare Units; Future Manner of Submitting Units and Creation of Timeshare Estates. It is hereby confirmed that Units 500, 504, 506, 508, 512, 516, 518, 520, 526, 530, 538, 554, 556, 564, 574, 576 and 578 have been submitted as Timeshare Units subject to the Timeshare Plan and that Timeshare Estates have been created in those Timeshare Units. To submit a Unit to the provisions of this Supplemental Declaration after the date of the recording of the Amended and Restated Fairway Townhouses Documents, the Unit Owner must so elect by recording an instrument in the Registry (subject to the limitation on the number of Units that may be submitted to the Timeshare Plan set forth in Section 10.1). After the submission of the maximum number of Units to the Timeshare Plan permitted by Section 10.1 (if ever), any attempt to submit an additional Unit to the Timeshare Plan shall be void. To create a Timeshare Estate in a Unit that has been properly submitted to the Timeshare Plan in accordance with this Article 10, the Unit Owner must execute and deliver to the transferee a deed conveying a Timeshare Estate in a Unit, which contains substantially the description set forth below. It shall be the obligations of the transferee to record such a deed in the Registry.

Sample deed description:

Certain real property located in the Town of Bethel, County of Oxford and State of Maine, being Timeshare Estate Week No. ____ in Unit No. ____ of the Fairway Townhouses, a Condominium, a condominium established in accordance with the Maine

Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes, as amended, together with a one-fifty-first (1/51) interest, in common with all other Timeshare Owners in the Unit, in said Unit's percentage interest and all other appurtenant rights in Common Elements and Limited Common Elements, and in the Unit Property appurtenant to said Unit, all as more specifically described in the Amended and Restated Fairway Townhouses Documents recorded in the Oxford County Registry of Deeds in Book ____, Page _____. Said Timeshare Estate and appurtenances are conveyed subject to and with the benefit of all the terms, provisions, conditions, restrictions, easements, covenants, obligations, reservations and encumbrances contained or referred to in the Amended and Restated Fairway Townhouses Documents, all of which are incorporated herein as may be amended from time to time. The Timeshare Estate hereby conveyed is an estate in fee simple in the above-referenced Unit, conferring the exclusive right of possession of the Unit during the above-designated week, and, as appurtenant thereto, the right in common with all other Owners of Timeshare Estates in other Units during that week to use and enjoy the Common Elements of the Condominium and the rights and easements appurtenant to the Condominium.

[End of sample deed description]

Section 10.4. Manner of Conveying. A Timeshare Estate in a Unit may be conveyed by a Timeshare or Unit Owner only by a deed which contains a statement substantially the same as that set forth in Section 10.3, specifying the Timeshare Estate being conveyed. Any conveyance purporting to convey an interest in a Unit with an appurtenant Period of Use that consists, in whole or in part, of less than a full Timeshare Estate, shall be null and void and of no force or effect. Each grantor conveying a Timeshare Estate in a Unit shall promptly notify the Association of such conveyance.

Section 10.5. Use of Timeshare Units.

- (a) Unless otherwise provided herein or by contract or other documents allowing for alternative use, no Timeshare Owner may occupy his Unit or use the Unit Property or the Common Elements of the Condominium except during his specific Period of Use, and only as provided by the terms and conditions set forth in the Amended and Restated Fairway Townhouses Documents and in accordance with any rules and regulations established by the Timeshare Manager from time to time.
- (b) During the Period of Use, each Timeshare Owner shall keep the Unit in good order and condition, as when that Timeshare Owner acquired his interest therein excepting only loss by fire or other casualty and ordinary wear and tear. No Timeshare Owner shall make or authorize any alterations, additions or improvements to the Unit Property, except pursuant to this Article 10.

(c) Any Timeshare Owner may lease, exchange or lend the use of the Unit during his Period of Use, subject to the terms of the Amended and Restated Fairway Townhouses Documents, but each Timeshare Owner shall be responsible for any loss, damage or destruction which occurs during any period when the Unit is leased, rented or loaned by that Timeshare Owner as if such Timeshare Owner was occupying the Unit himself.

Section 10.6. Failure to Vacate. If any Timeshare Owner or Guest fails to vacate a Unit at the checkout time or at the end of his Period of Use, or if he otherwise occupies or uses the Unit during a Period of Use assigned to another Timeshare Owner, or prevents another Timeshare Owner from using or occupying a Unit during such other Timeshare Owner's Period of Use, the defaulting Timeshare Owner shall be subject to the following sanctions among others that may be adopted by the Association or the Timeshare Manager from time to time:

- (a) He shall be subject to immediate removal, eviction, or ejection from the Unit wrongfully occupied;
- (b) He shall be deemed to have waived any notices required by law with respect to any legal proceedings requiring the removal, eviction or ejection of such Timeshare Owner, to the extent that such notices may be waived by law;
- (c) He shall reimburse the Timeshare Owner entitled to use the Unit during such wrongful occupancy for all costs and expenses, including but not limited to costs of alternative accommodations, court costs, and reasonable attorney's fees, incurred in connection with removing, evicting or ejecting the defaulting Timeshare Owner from the Unit or enforcing any of these provisions; and
- (d) In the event such failure to vacate is unreasonable, in addition to other remedies provided for herein, he shall pay to the Timeshare Owner entitled to the use of the Unit a sum equal to 200% of the fair rental value per day of the Unit wrongfully occupied, for each day or portion thereof including the day of surrender of the Unit, during which the defaulting Timeshare Owner occupies the Unit. If a Timeshare Owner by his negligence renders the Unit uninhabitable by the next Timeshare Owner, the negligent Timeshare Owner shall assume full liability as if the negligent Timeshare Owner had refused to vacate the Unit as described above.

Section 10.7. Payment of Assessments.

- (a) Each Timeshare Owner shall pay, when due, all assessments and amounts required to be paid by him under the Amended and Restated Fairway Townhouses Documents (including this Supplemental Declaration), the Condominium Act and the Timeshare Act, including without limitation assessments due to the Association for Common Expenses and management fees due to the Timeshare Manager. The Timeshare Manager, on its own behalf and/or as agent for the Association, may collect assessments and amounts due to it and/or to the Association and may

bring legal action or take such other reasonable measures as may be necessary to enforce compliance with this requirement, with or without foreclosing or waiving the lien described in the following paragraph.

- (b) All amounts due under the Amended and Restated Fairway Townhouses Documents, including this Supplemental Declaration, which are unpaid shall constitute a lien on the Timeshare Estate of the Timeshare Owner failing to pay such amount. Such lien may be perfected, foreclosed, and extinguished, and shall have the priority, specified in 33 M.R.S. §594 or any successor statute. In any foreclosure, the Timeshare Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees and court costs.
- (c) No Timeshare Owner shall exempt himself from liability for payment of amounts payable under the Amended and Restated Fairway Townhouses Documents either by waiver of the use or enjoyment of his Period of Use, by abandonment of the Period of Use, or otherwise.
- (d) The Timeshare Manager may collect interest on any amount due from any Timeshare Owner which is not paid when due, at the highest interest rate allowed by law, and if there is no limit on said rate, then at the rate of 18% per annum. In addition, such Timeshare Owner shall reimburse the Timeshare Manager for all costs reasonably incurred by it in collection of any delinquent amount, including but not limited to court costs and reasonable attorney's fees.
- (e) If any payment shall not be paid when due, the Timeshare Manager may add such late fees and additional charges as may be established by the Timeshare Manager from time to time upon notice to the Timeshare Owners.
- (f) Subject to Section 593 of the Timeshare Act regarding the collection of property taxes and Section 593-A of the Timeshare Act regarding the collection of utility assessments, the Timeshare Manager shall maintain an escrow account with a financial institution licensed by the State of Maine and deposit any money collected or received from Timeshare Owners under this Supplemental Timeshare Declaration in the escrow account within ten (10) days after collection or receipt. The Timeshare Manager shall keep detailed, accurate records, in chronological order, of the receipts and expenditures from the escrow account and shall render a written report summarizing such receipts and expenditures to the Board of the Association at least semi-annually. An Annual Report of such receipts and expenditures, reviewed by an independent certified public accountant, shall be rendered to the Board at least thirty (30) days prior to the Annual Meeting of the Association.

Section 10.8. Insurance. The Timeshare Manager shall, on behalf of the Timeshare Owners insure all Unit Property against loss by fire or other casualty, with extended coverage including insurance against damage by vandalism or malicious mischief, in approximately the amount of the maximum replacement value thereof, less reasonable deductibles. All insurance required under this Section 10.8 shall be carried as provided in 33 M.R.S. §1603-113 of the

Condominium Act, as amended, and shall be in favor of the Association and the Owners of the Units covered by the insurance, as their interests may appear. Each policy of insurance shall contain a standard mortgage clause in favor of each first mortgage holder of the Unit or of any Timeshare Estate therein, which shall provide that the loss, if any, thereunder shall be payable to such first lien holder, as its interest may appear, subject, however, to the loss payment provisions in favor of the Association as hereinafter set forth. All policies of insurance against loss of Unit Property shall provide that loss shall be payable to and adjusted with the Timeshare Manager as attorney-in-fact for the Association and the Timeshare Owners. The Timeshare Manager shall hold and apply the proceeds of such insurance as set forth in 33 M.R.S. §1603-113(e) of the Condominium Act, as amended. Each policy shall provide that no cancellation thereof may be made by the insurance carrier without it having given 30 days' prior written notice to the Timeshare Manager and all first lienors. Each policy shall provide that in case of violations of any provisions thereof by one or more, but less than all of the Timeshare Owners, the coverage of such policy shall be suspended or invalidated only as to the interests of the Timeshare Owner(s) committing the violations, and not as to the interests of other Timeshare Owners. All policies shall contain waivers of subrogation and any defense based on coinsurance to the extent available at commercially reasonable rates. The maximum replacement value of the Unit Property in each Unit, without deduction for depreciation, shall be determined by the Timeshare Manager prior to obtaining any policy of the insurance or any renewal thereof.

Section 10.9. Appointment of Attorney-In-Fact. Each Timeshare Owner, by accepting a deed or other conveyance vesting in him a Timeshare Estate in a Unit, does hereby constitute and appoint the Timeshare Manager as his true and lawful attorney-in-fact in his name, place and stead to:

- (a) Deal with, for and in the best interests of each Timeshare Owner upon damage to or destruction of any personal property in the Unit; and
- (b) Enter into all agreements which the Timeshare Manager is authorized to consummate pursuant to the terms of the Amended and Restated Fairway Townhouses Documents, and which the Timeshare Manager in its discretion may believe is necessary and proper to carry out its duties and responsibilities.

Each Timeshare Owner stipulates and agrees that the power of attorney created by this Section 10.9 constitutes an interest. The action of the attorney-in-fact in setting any claim for damage to any Unit Property shall be binding upon the Timeshare Owner in the absence of fraud or clear mistake.

Section 10.10. Condominium Association.

- (a) Each Timeshare Owner shall be a member of the Association and shall be entitled to participate in its affairs in the manner set forth in the Bylaws. This Section establishes specific

rights and obligations among owners of Timeshare Estates, in addition to those set forth elsewhere in the Amended and Restated Fairway Townhouses Documents.

(b) Without limiting the generality of the foregoing paragraph, each Timeshare Owner shall be entitled to vote, in person or by proxy, his Allocated Share for each Timeshare Estate owned by such Owner, for the purpose of determining how the one vote allocated to that Unit shall be cast in accordance with the Bylaws. Each Timeshare Estate shall have a vote equal to 1/51 of the vote allocated to its Unit.

(c) Each Timeshare Owner shall be a member of the Association, and subject to assessment by the Association according to the Amended and Restated Fairway Townhouses Documents.

Section 10.11. Furniture and Furnishings.

Each Unit subject to the Timeshare Plan contains basic furniture and furnishings as part of the Unit Property. Upon purchase of a Timeshare Estate, each Timeshare Owner shall also acquire an interest in the Unit Property equal to 1/51 for each Timeshare Estate owned. The Timeshare Manager shall be responsible for keeping each Unit equipped in a first-class manner, substantially in accordance with the listing delivered to each Timeshare Owner, and shall be authorized to replace or repair any Unit Property which is missing, which becomes unusable, or which is so worn as to require replacement, in the Timeshare Manager's sole reasonable discretion. Except in such cases where Unit Property must be replaced due to the negligent or intentional act of a Timeshare Owner or his Guests, the expense of replacement shall be a general operational cost of the Unit, and the Owners of Timeshare Estates therein shall pay their proportionate share of such cost. The Timeshare Manager shall periodically examine the Unit and shall determine which, if any, Unit Property requires replacement or repair, and if so whether such replacement or repair is necessitated by any negligent or willful act of the Timeshare Owner or his Guests during whose Period of Use such damage occurred, in which case the costs of repair or replacement shall be billed to that Timeshare Owner. The Timeshare Manager shall promptly notify any such Timeshare Owner of need to repair or replace such property.

Section 10.12. Remodeling and Repairs.

(a) Except as otherwise provided herein, no Timeshare Owner shall cause any Unit to be structurally altered, remodeled or renovated without prior written consent by a majority vote of the Board of Directors of the Association. Any such approval shall specify the work to be done and shall establish a budget for such work. All such work shall be conducted by the Timeshare Manager.

(b) All repairs to a Timeshare Unit required in order to maintain the Unit in first-class condition shall be made by the Timeshare Manager. No Timeshare Owner shall make any repairs to the Unit.

(c) No Timeshare Owner shall cause any material to be supplied to the Unit, nor any labor to be performed at the Unit, except in the manner specified in this Section 10.12. Each Timeshare Owner shall indemnify and hold harmless all other Timeshare Owners of the Unit against any loss, damage or claim arising out of such Timeshare Owner's breach of this Section, including but not limited to the costs of removing any unauthorized improvements, repairing or restoring the Unit to its condition prior to such alteration, remodeling, renovation, or repair, and the costs of any removing, bonding, defending or paying any mechanic's or materialmen's liens.

Section 10.13. Damage or Destruction.

(a) If the Unit is damaged or destroyed, the provisions of the Declaration and the Condominium Act shall apply and govern.

(b) In the case of damage or destruction of any of the Unit Property, the Timeshare Manager shall collect the insurance proceeds payable on account of such damage or destruction (as attorney-in-fact for the Timeshare Owners) and, unless the Unit is not to be rebuilt or repaired under the Amended and Restated Fairway Townhouses Documents, shall apply the proceeds of insurance to replace or repair any damaged Unit Property. If any excess funds are required in order to replace or repair such Unit Property, such excess shall be deemed to be general operating expenses of the Unit, and shall be billed to the Timeshare Owners in their Allocated Shares. If the insurance proceeds exceed the cost of repair or replacement, such excess shall be placed in the account for the benefit of the Owners of the Unit in which the damage or destruction occurred.

Section 10.14. Termination. If a Unit, after damage, destruction or for any other reason ceases to be a part of the Condominium, the Timeshare Manager shall be entitled to receive, as attorney-in-fact for the Owners of all Timeshare Estates in such Units no longer a part of the Condominium, all sums payable to such Timeshare Owners, as their interests may appear, under the Condominium Act. Such sums shall be collected by the Timeshare Manager and divided in proportion to each Timeshare Owner's Allocated Share. The funds in each account (without contribution from one account to another) shall be applied by the Timeshare Manager for the following purposes in the order indicated:

1. For payment of the balance of any lien or any mortgage or deed of trust or trust indenture on the interests of the Timeshare Owner;
2. For payment of taxes and special assessment liens in favor of any assessing entity with respect to the interest of the Timeshare Owner;
3. For payment of unpaid general or individual assessments and/or management fees attributable to the interest of the Owner;

4. For payment of junior liens and encumbrances in the order and to the extent of their priority with respect to the interest of the Timeshare Owner; and
5. The balance, if any, shall be payable to the Timeshare Owner.

The provisions of this Section shall not be construed as limiting in any way the right of a first lienor (in case the proceeds allocated under (1) shall be insufficient to pay the indebtedness secured by its lien) to assess and enforce the personal liability for such deficiency of the person or persons responsible for payment of such indebtedness.

Section 10.15. Notice to Timeshare Manager. Reasonable advance notice must be given by a Timeshare Owner to the Timeshare Manager of his intention to use his Period of Use, which notice shall be given not less than seven (7) days in advance of his arrival time, and shall include the estimated time when the Timeshare Owner wishes to occupy the Unit.

Section 10.16. Removal of Personal Effects. At the end of his Period of Use, each Timeshare Owner and any Guests shall remove from the Unit all clothing, food, luggage and personal effects brought into the Unit. Neither the Timeshare Manager nor any Timeshare Owner or Guests subsequently occupying a Unit shall be liable in any manner whatsoever for any personal effects left in a Unit by a Timeshare Owner or his Guests. To the extent permitted by law, any clothing, luggage or personal effects remaining in any Unit at the end of a Period of Use shall be considered to have been conveyed by quitclaim bill of sale to the Timeshare Manager for disposition in such manner as the Timeshare Manager deems, in the Timeshare Manager's sole discretion, appropriate.

Section 10.17. Registration of Mailing Address. Each Timeshare Owner shall register his physical mailing address and email address from time to time with the Timeshare Manager and with the Association. The Timeshare Manager shall provide changes in contact information for the Timeshare Owners to the Association on a quarterly basis. Except for periodic statements or other routine notices, all other notices or demands intended to be served upon the Timeshare Manager shall be sent by certified mail, postage prepaid, to the Timeshare Manager at the following address, or as changed by notice given to each Timeshare Owner in the manner set forth above:

Bethel Commodore Corporation
The Bethel Inn Resort
PO Box 49
21 Broad Street
Bethel, ME 04217

Section 10.18. Separate Mortgages. Each Timeshare Owner shall have the right to mortgage or otherwise encumber his Timeshare Estate. No Timeshare Owner shall have the right to mortgage or otherwise encumber in any manner whatsoever the interest of any other Timeshare Owner in such Unit. Any mortgage, deed of trust, trust indenture or other encumbrance of any interest in a Unit shall be subject to all of the provisions of the Amended and Restated Fairway Townhouses Documents and the Timeshare Act. The provisions of the Amended and Restated Fairway Townhouses Documents shall be binding upon on any Timeshare Owner whose title is derived through foreclosure by private powers of sale, judicial foreclosure or otherwise.

Section 10.19. Sole Ownership – Release.

If at any time, present or future, one person or entity is or becomes the Owner of all Timeshare Estates in a Unit, such person or entity may release such Unit from the provisions of this Supplemental Timeshare Declaration by recording in the Registry an affidavit reciting his ownership and right to use all Timeshare Estates in said Unit, and his desire to release such Unit from the provisions hereof. Upon the recording of such an affidavit, that Unit shall be automatically released from the provisions of the Timeshare Act and this Supplemental Timeshare Declaration, but shall still be subject to the remaining Amended and Restated Fairway Townhouses Documents and the Maine Condominium Act.

Section 10.20. Resignation or Replacement of Timeshare Manager. The Timeshare Manager may resign at any time upon thirty (30) days' notice to the Association. The Initial Timeshare Manager may be replaced by the Association upon written notice from the Association to the Timeshare Manager upon the happening of either of the following events: (i) failure of the Timeshare Manager to collect any or all assessments from the Timeshare Owners and/or to forward any or all such assessments to the Association for three (3) consecutive months or more; or (ii) failure of the Timeshare Manager to perform any of the other services set forth in this Supplemental Declaration which continues for forty-five (45) days after such notice is given. After any resignation or replacement of the Initial Timeshare Manager, the Association or any manager or managing agent appointed by it, shall serve as the Timeshare Manager.

ARTICLE 11

MISCELLANEOUS PROVISIONS

If any provision of the Amended and Restated Fairway Townhouses Documents or the rules and regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act or the Timeshare Act, then the laws shall be deemed controlling; but the validity of the remainder of the Amended and Restated Fairway Townhouses

Documents and rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Each Owner, by accepting conveyance of a deed to a Unit or a Timeshare Estate in a Unit agrees that the covenants and other provisions hereof are reasonable in scope and effect, and are essential to the form of ownership in which the Unit or Timeshare Estate is to be held.

The provisions of the Amended and Restated Fairway Townhouses Documents shall be governed by the laws of the State of Maine and of the United States of America, as the same may apply.

Whenever used herein, unless the context shall demand otherwise, the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Any dispute or disagreement between Owners with respect to interpretation or application of the Amended and Restated Fairway Townhouses Documents or rules and regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

Any Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, the Timeshare Act, the Amended and Restated Fairway Townhouses Documents, or the rules and regulations of the Association, which violation continues for thirty (30) days after notice thereof by the Association to the Owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

EXHIBIT A**PARCEL ONE: SEVEN ACRE PARCEL**

A certain lot or parcel of land in the Town of Bethel, Oxford County and state of Maine and more particularly located and described as follows:

Beginning at a cut granite post standing on the westerly line of land of Mr. and Mrs. Charles Seashore whose property lies westerly adjacent to Broad street near its southerly end;

thence south 78 degrees 20 minutes West at right angles to the Seashore's westerly line along the line of land of the Bethel Commodore Corporation for a distance of ninety (90) feet to a cut granite post for a corner;

thence South 25 degrees 20 minutes West along the line of land of the Bethel Commodore Corporation for a distance of three hundred and fifty-three (353) feet to a cut granite post for a corner;

thence South 74 degrees 15 minutes East along the line of land of the Bethel Commodore Corporation for a distance of one hundred eighteen (118) feet to a cut granite post for a corner;

thence South 11 degrees 55 minutes East along the line of land of the Bethel Commodore Corporation for a distance of six hundred fifty-six (656) feet to a cut granite post for a corner;

thence South 51 degrees 05 minutes West along the line of land of the Bethel Commodore Corporation for a distance of one hundred fourteen (114) feet to a cut granite post for a corner;

thence South 47 degrees 25 minutes East along the line of land of the Bethel Commodore Corporation for a distance of three hundred and six (306) feet more or less to a cut granite post for a corner;

thence North 78 degrees 20 minutes East along the line of land of the Bethel Commodore Corporation for a distance of one hundred and eighteen (118) feet more or less to a cut granite post for a corner which stands on the westerly line of land of the National Training Laboratories Institute (NTL);

thence northerly at right angles to the last described line along the westerly line of the NTL for a distance of eleven hundred and eighty-nine and one half (1,189.5) feet more or loss to a yellow survey marker which marks the southwesterly corner of the Charles Seashore property;

thence same course along the westerly line of the Seashore property for a distance of one hundred ten and one half (110.5) foot more or less to the point of beginning.