

Turbats Creek Preserve

Nehoc Lane

Kennebunkport, Maine

Minor Amended Subdivision

October 31, 2022



Applicant

KPORT TRUST, LLC, Kenan Sahin
3 Tower Field Road
Lincoln, MA 01733

Prepared By

Mitchell & Associates
Landscape Architects
70 Center Street
Portland, Maine 04101
Telephone: (207) 774-4427

October 31, 2022

Mr. Werner Gilliam
Director of Planning and Development
and Planning Board Members
Town of Kennebunkport
6 Elm Street, P.O. Box 566
Kennebunkport, Maine 04046

**RE: Proposed Minor Amended Subdivision Plan
Turbat's Creek Preserve Condominium**

Dear Werner and Board Members:

On behalf of Kenan Sahin and KPORT TRUST, LLC, we are pleased to submit the following Minor Amended Subdivision Plan application to add an existing lot of record, 7 Timberledge Lane, Tax Map 21, Lot 52A as Unit #8 in the Turbat's Creek Preserve Condominium. The 1.404-acre parcel was acquired by the former developer of Turbat's Creek Preserve in 1998. Legal access to the parcel is via Nehoc and Timberledge Lanes. The lot was originally part of a 26.86-acre family compound that was divided to create the 11.56-acre Turbat's Creek Preserve. The Timberledge lot was created from the remaining 15.3-acre parcel, formerly owned by Knoth and the remaining 13.89 +/- acres is now Ebb's Cove Lane subdivision.

The applicant purchased "Timberledge" in 1999 and has legal rights to request the amended subdivision, as granted by the former developer when the Timberledge lot was acquired. Refer to attached Agreement Regarding "The Inclusion of Timberledge into Turbat's Creek Preserve Condominium". In addition, the applicant owns unit 5, unit 6 and the Boat House in the Turbat's Creek Preserve Condominium. Units 5 & 6 have conservation easements recorded in the Registry of Deeds and are not to be developed. The amended plan removes the original proposed building footprints and utility services for units 5 and 6. The plan has also been revised to updated to reflect the current abutters and easement recording information on units 5 & 6.

Mr. Werner Gilliam
and Planning Board Members
Page | 2

The proposed amendment does not require any site improvements. Timberledge Lane was improved as part of Turbat's Creek Preserve improvements to serve Unit 2 and the Timberledge parcel. The Timberledge parcel (proposed unit 8) is served by on-site septic, well and underground power. Access to the lot is a deeded access easement that existed prior to acquisition of the condominium parcel by the prior owner/developer of Turbat's Creek Preserve and carried forward with the purchase of the lot by the applicant in 1999.

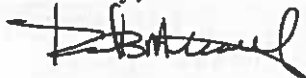
The application documentation typical for a subdivision approval were previously submitted and approved by a prior planning board. Checklist for Final Plan Submission, Article 11 Performance Standards and Article 12 Design Standards have been completed. Due to the nature of the application, the majority of the submission requirements are not applicable, they were submitted as part of the original approved subdivision plan. Relevant documentation and plan revisions as noted above have been submitted with this application. The application documentation included in this submission include the following:

- Final Application for a Minor Amended Subdivision
- Application Checklist
- Letter of Authorization to represent the applicant
- Copies of the Deed and Agreement Regarding "The Inclusion of Timberledge into Turbat's Creek Preserve Condominium"
- Copy of Declaration of Condominium document
- Abutters List and Tax Map reference exhibit
- Copy of last amended plan "2003 Amended Plat"
- Amended Subdivision Plat dated October 31, 2022
- Application Fee submitted under separate cover

In discussions with Werner Gilliam, it was determined that submitting a minor amended subdivision application. We are requesting to appear before the Board at your earliest convenience to discuss the permitting process to amend the plan.

We look forward to the opportunity to meet with you and the Planning Board at your next available meeting to discuss the application and approval process.

Sincerely,



Mitchell & Associates
Robert B. Metcalf, Principal
Maine Licensed Landscape Architect

Enclosure

cc: Kenan Sahin
Bruce Read

Table of Contents

- 1. Minor Subdivision Amendment Application and Checklist**
- 2. Letter of Authorization**
- 3. Copies of Deeds / Certificate of Good Standing**
- 4. Declaration of Condominium**
- 5. List of Abutters**

Minor Subdivision Amendment Application and Checklist

APPLICATION FOR SUBDIVISION
KENNEBUNKPORT PLANNING BOARD

Preliminary Plan Application ☐

Final Plan Application ☒

PROPOSED SUBDIVISION NAME: TURBAT'S CREEK PRESERVE CONDOMINIUM

APPLICANT INFORMATION:

Property Owner: TURBAT'S CREEK PRESERVE CONDOMINIUM ASSOC. LLC
Address: C/O JOHN L. RICHARD
31 McLELLAN ROAD GORHAM MAINE 04038
Phone: _____

Name of Applicant: KPORT TRUST, LLC - KEVAN SAHIN
Address: 3 TOWER FIELD ROAD
LINCOLN, MA 01733
Office Phone: _____ Cell Phone: _____

If applicant is a corporation, check if licensed in Maine: Yes ☐ No ☒ and attach a copy of State's Registration.

Applicant's Authorized Agent: ROBERT METCALF - MITCHELL & ASSOCIATES
Address: 70 CENTER STREET
PORTLAND, ME 04101
Phone: 207-774-4427

Land surveyor, engineer, architect or others preparing plan: OWEN HASKELL, INC.
Address: 390 US ROUTE 1, SUITE 10
FALMOUTH, ME 04105
Phone: 207-774-0424

Person and Address to which all correspondence regarding this application should be sent:

ROBERT METCALF MITCHELL & ASSOCIATES
70 CENTER STREET, PORTLAND, ME 04101

What legal interest does the applicant have in the property to be developed (ownership, option, purchase & sales contract, etc.)? OWN -

What interest does the applicant have in any abutting property? OWNER OF UNITS SANDO
INCLUDING BOAT HOUSE

LAND INFORMATION

Location of Property (Street Location): NANDOC LANE
(Assessor's Tax Maps): Map 21, Block 3, Lot(s) 2-A
(County Registry of Deeds): Book 9499, Page 1082

Current zoning of property? VILLAGE RESIDENTIAL EAST

Resource Protection ☐

Shoreland Zone ☐

Is any portion of the property within two hundred fifty (250) feet of the high water mark of a pond, river or saltwater body? Yes ☐ No ☒

Total acreage of parcel: UNIT 8 - TIMBERLEDGE 1.404 AC

Acreage to be developed: DEVELOPED

Indicate the nature of any restrictive covenants to be placed in the deeds: REFER TO DEEDS
AND DECLARATION OF COVENANTS - CONDOMINIUM

Has this land been part of a prior approved subdivision? Yes ☐ No ☒

Or part of other divisions within the past 5 years? Yes ☐ No ☐

Identify existing use(s) of land (farmland, woodlot, etc.) PROPOSED UNIT 8 IS AN EXISTING
RESIDENTIAL DWELLING

Does the parcel include any water bodies? Yes ☐ No ☒

Is any portion of the property within a special flood hazard area as identified by the Federal Emergency Management Agency (FEMA)? Yes ☐ No ☒

List the names and addresses of 200' abutting property owners on a separate sheet and attach to this application.

GENERAL INFORMATION

Proposed name of development: TURBAT'S CREEK PRESERVE CONDOMINIUM (EXISTING NA)

Number of lots or units: 8 UNITS (7 EXISTING)

Anticipated date for construction: NA

Anticipated date of completion: NA

Does this development require extension of public infrastructure: Yes ☐ No ☒ If yes, what?

NA Roads

NA Water Lines

Other

NA Fire Protect

NA Storm Drainage

NA Sewer Lines

NA Sidewalks

Estimated cost for infrastructure improvements \$ -0-

Identify method for water supply to the proposed development:

☒ Individual Wells - TIMBERLEDGE

EXIST Public Water Supply

☐ Central Well w/ Distribution Lines

☐ Other (please state alternative)

Identify method of sewage disposal to the proposed development:

UNIT 8 Individual Septic Tanks

~~Central On-site Disposal w/ Distribution Lines~~

X Connection to Public Sewer System

Other (please state alternative)

UNITS 1-4 ON PUBLIC SEWER

UNITS 5-6 DEED RESTRICTED CONSERVATION EASEMENTS

Identify method of fire protection for the proposed development:

X Hydrants connected to the public water system — LOCATED AT ENTRY TO NEHOC LAN.

Dry hydrants located on existing pond or water body

Existing fire pond

Other (please state alternative)

Does the applicant propose to dedicate to the public any streets, recreation or common lands?

If any:

Streets

Yes ☐

No ☒

Estimated Length

Recreation Area

Yes ☐

No ☒

Estimated Acreage

Common Land(s)

Yes ☐

No ☒

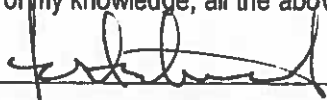
Estimated Acreage

Does the applicant intend to request waivers of any of the subdivision submission requirements? If yes, list them and state reasons for the request:

THE APPLICANT COMPLETED THE ATTACHED CHECKLIST, THE MAJORITY OF THE SUBMISSION REQUIREMENTS WERE SUBMITTED FOR PRIOR APPROVAL. DOCUMENTATION SPECIFIC TO THIS HAS BEEN INCLUDED.

To the best of my knowledge, all the above stated information submitted in this application is true and correct.

Signature



Date OCT 31, 2022

Printed name ROBERT D. METCALF

(For Office Use Only)

Date Received

Application Fee Paid

Postage Fee Paid

Legal Notice Posting Fee Paid

FINAL PLAN APPLICATION CHECKLIST FOR SUBDIVISIONS

Subdivision Name Turbats Creek Preserve Date October 31, 2022

This checklist has been prepared to assist applicants in developing their applications. It should be used as a guide in assembling the information necessary for a complete application. However, the checklist does not substitute for the requirements of Article 8 of the Subdivision Regulations. The Planning Board also will be using the checklist to make sure that your application is complete. Indicate if the information has been submitted or if it is requested to be waived. If you feel that information is not applicable to your project, please indicate in the second column. The perimeter survey, subdivision plan and engineering plans may be contained on the same drawing. However, detailed engineering drawings such as road profiles, drainage swales and erosion/sedimentation plans may best be presented on a separate sheet or sheets.

Note that this checklist only covers the submission requirements for a final plan for a subdivision. It does not address the standards that the final plan must meet. There are two other checklists which address the performance standards and the design guidelines which the applicant may find of assistance.

SUBDIVISION REGULATIONS		Submitted by Applicant	Not Applicable	Applicant Requests to be Waived	Received by Planning Board	Waived by Planning Board
8.1.	PROCEDURE					
8.1.A.	Submittal of draft Final Plan within 6 months of approval of the Preliminary Plan OR submittal of request for an extension to the filing deadline	NA				
8.1.B.	Filing of appropriate Final Plan application fee	X				
8.1.C.	Prior to submittal of Final Plan application, the following approvals shall be obtained where applicable: 1. Maine DEP permit(s) 2. Maine DEP permit(s) storm and wastewater 3. Maine DHS permit(s) if public water system 4. Maine DHS permit(s) if subsurface wastewater 5. U.S. Army Corp Eng Permit if Clean Water Act 6. MDOT Permit-highway entrance/driveway mgmt 7. Maine DEP Storm Water Permit-Ch. 500/502		NA NA NA NA NA NA			
8.1.D/K	Scheduling procedure and possible public hearing					
8.1.I	Performance Guarantee specified in Article 13		NA			
8.2.	SUBMISSIONS					
8.2.	Two reproducible and three copies of one or more maps at scale of not more than 1"=100'; subdivision more than 100 acres, not larger than 1"=200'	X				
8.2.	Plans not larger than 24" x 36" with 2" border on binding side; 1" for borders elsewhere	X				
8.2.	Block for Planning Board signatures	X				
8.2.	Seven copies of plan reduced to 8.5"x11" or 11"x17"	X				

	<u>Appendix O, Continued</u>	<u>Submitted By Applicant</u>	<u>Not Applicable</u>	<u>Applicant Requests to Be Waived</u>	<u>Received by Planning Board</u>	<u>Waived by Planning Board</u>
8.2.	FINAL PLAN INFORMATION					
8.2.A.	Name of Subdivision, Name of Town and Assessor's Map and Lot Number(s)	X				
B.	Total acres in subdivision; location of property lines, existing building(s), vegetative cover type and other essential physical features	X				
C.	Type of sewage disposal proposed		NA			
C.1.	Sewer District approval of sewerage design		NA			
8.2.D.	Water District approval of water system design		NA			
8.2.D.1.	Fire Chief letter on hydrants or other fire protection measures		NA			
8.2.D.2.	Well driller or hydrologist letter on ground water supply and quality		N/A			
8.2.E.1.	Date plan prepared, north point, graphic map scale	X				
8.2.E.2.	Names and addresses of record owner, subdivider, plan preparer(s) and adjoining property owners	X				
8.2.F.	Location of any zoning boundaries affecting the property	X				
8.2.G.	If different than Preliminary Plan submittal, any deed restrictions on proposed new lots or dwellings	X				
8.2.H.	If different than that submitted with the preliminary plan, a copy of the declaration of condominium and/or homeowner's association agreement if applicable.	X				
8.2.I.	Location and size of existing and proposed sewers, water mains, culverts and drainage ways on and adjacent to proposed subdivision	X				
8.2.J.	Location, name and widths of existing and proposed streets, easements, building lines, parks and open spaces on or adjacent to subdivision tied to survey points and certified by a registered land surveyor		NA			
8.2.K.	Street designs		NA			
8.2.L.	Land dedicated to public use and conditions.		NA			
8.2.M.	A list of construction items and cost estimates.		NA			
8.2.N.	Boundaries of flood hazard area and 100-year flood elevations as depicted on Flood Insurance Map.	X				
8.2.O.	Street plans meeting the requirements of 12.2.B.2.		NA			
8.2.P.	Storm Water management plan.		NA			
8.2.Q.	Erosion and sedimentation plan.		NA			
8.2.R.	The location and method of disposal for land clearing and construction debris.		NA			
8.2.S.	Lands not suitable for development.	X				
8.2.T.	Estimate of net increase in assessed valuation.		NA			

SUBDIVISION PLAN REVIEW CHECKLIST **ARTICLE 11 - PERFORMANCE STANDARDS**

SUBDIVISION NAME Turbats Creek Preserve **DATE** October 31, 2022

This checklist has been prepared to assist applicants in developing their applications. It should be used as a guide. The checklist does not substitute for the statutory criteria or the requirements of Article 11 of the Subdivision Regulations. The Planning Board also will be using the checklist to make sure that your application is complete. Indicate if the information has been submitted or if it is requested to be waived. If you feel that information is not applicable to your project, please indicate in the second column. The application need not contain separate plans as implied below. The perimeter survey, subdivision plan and engineering plans may be contained on the same drawing. However, detailed engineering drawings such as road profiles, drainage swales and erosion/sedimentation plans may best be presented on a separate sheet or sheets.

SUBDIVISION REGULATIONS		<u>Submitted by Applicant</u>	<u>Not Applicable</u>	<u>Applicant Requests to be Waived</u>	<u>Received by Planning Board</u>	<u>Waived by Planning Board</u>
11.1	POLLUTION					
A.	DEP license for discharge of wastewater to a water body		NA			
B.	Oil, grease and sediment separator(s) at catch basins before storm water is discharged to water body(s)		NA			
B.	Removal of excess nutrients before discharge to a water body within the watershed of a great pond		NA			
11.2.	SUFFICIENT WATER					
A.1.	Provide for future connections in public water supply service area		NA			
A.2.	Public water system components approved by water company and fire chief		NA			
A.3.a.	Citing and construction of individual wells to prevent surface and ground water infiltration		NA			
A.3.b.	Lot configuration to allow for proper Citing of well, on-site septic disposal area and reserve area		NA			
A.3.c.	Location and protection of the source and operation of a central water supply system		NA			
A.3.d.	Water storage for fire fighting capacity		NA			
B.	Water quality to comply with Drinking Water Rules		NA			
11.3.	Impact on the existing water facilities is within the company's or district's capacity		NA			
11.4.	SOIL EROSION					
A.	Prevention of soil erosion from entering water bodies		NA			
B.	Erosion and sedimentation control plan		NA			
C.	Topsoil removal and reapplication plan		NA			
11.5.	TRAFFIC CONDITIONS					
A.	Safeguard against hazards to pedestrians; of congestion; safe and convenient circulation		NA			
B.1.	Vehicular access through other than residential streets		NA			
B.2.	No subdivision shall reduce the Level of Service (LOS) of street giving access to the subdivision and neighboring streets and intersections to "E" or below-----.		NA			

<u>Appendix P, Continued</u>		<u>Submitted by Applicant</u>	<u>Not Applicable</u>	<u>Applicant Requests to be Waived</u>	<u>Received by Planning Board</u>	<u>Waived by Planning Board</u>
B.3.	Provisions shall be made for turning lanes.		NA			
B.4.	Avoidance of queuing to enter access way to non-residential and multi-family developments.		NA			
B.5.	Where topographic and other site conditions allow, provision shall be made for street connections to adjoining lots of similar existing or potential uses.		NA			
B.6.	Street Names, signs, lighting	X				
B.7.	Clean-up plans.		NA			
11.6.	SEWAGE DISPOSAL					
A.	Public System criteria.		NA			
B.	Private System criteria.		NA			
11.7.	Capacity of Town solid waste system vis-à-vis proposed subdivision, or an alternate disposal		NA			
11.8.	IMPACTS ON ENVIRONMENT					
A.1.	Limitations on the clearing of trees in designated areas		NA			
A.2.	Screening of buildings from existing public roads in designated non-growth areas		NA			
A.3.	Landscape plan preserving trees larger than 16" diameter, preservation of vegetation and contours					
A.4.	Planting of Trees		NA			
B.1.	Reserved open space per Comprehensive Plan and subsequent amendments or revisions		NA			
B.2.	Preservation of designated critical natural areas		NA			
B.3.	Protection of historic or prehistoric resources		NA			
B.4.	Reservation of open space for recreation		NA			
B.5.	Suitability of reserved open space		NA			
B.6.	Open space to be dedicated to the town		NA			
B.7.	Payment in lieu of dedication of open space.		NA			
C.	Preservation of wildlife habitat		NA			
C.1-3.	Avoidance of adverse impacts on designated significant wildlife habitat		NA			
D.	Protection of existing public accesses to shorelines		NA			
11.9.	Conformance with all requirements and standards of the zoning ordinance and other land use ordinances	X				
11.10.	FINANCIAL AND TECHNICAL CAPACITY					
A.	Financial capacity to construct the total development		NA			
B.	Technical ability to complete the subdivision		NA			
11.11.	Does not increase water temperature or erosion		NA			
11.12.	IMPACTS ON GROUND WATER					
A.	Ground water quality		NA			
A.1.a	A map showing basic soil types.		NA			
A.1.b.	Depth of water table.		NA			
A.1.c.	Drainage conditions throughout the subdivision.		NA			
A.1.d.	Ground water quality from test wells or existing in area.		NA			
A.1.e	Effect of the subdivision on ground water resources.		NA			
A.1.f.	Map showing subsurface waste disposal systems.					
A.2.	Ground water quality projections based on		NA			

	Appendix P, Continued	Submitted By Applicant	Not Applicable NA	Applicant Requests to Be Waived	Received by Planning Board	Waived by Planning Board
A.3.	No subdivisions to increase contaminants.					
A.4.	If ground water contaminants in excess of primary stds		NA			
A.5.	If ground water contaminants in excess of secondary stds		NA			
A.6.	Subsurface wastewater disposal systems and drinking water wells shall be constructed as shown on the map submitted with the assessment.		NA			
11.13.	FLOODPLAIN MANAGEMENT					
A.	Public utilities located to avoid flood damage		NA			
B.	Drainage to reduce flood hazards		NA			
11.14.	Freshwater wetlands identified using Federal Manual for Identifying and Delineating Jurisdictional Wetlands		NA			
11.15.	STORM WATER MANAGEMENT					
A.	Storm water management plan					
B.	Storm water management easements		NA			
11.16.	OPEN SPACE AND COMMON LAND					
A.	Ownership of open space, common land and facilities	X				
B.	Limitations on common land; conservation easements	X				
C.	Final Plan notation for common land	X				
D.	Lot owner association rules and by-laws	X				
E.	Lot owner association duties and responsibilities	X				
11.17.	Land Not Suited for Development					
A.1-A-6	See Calculation Criteria in Text.		NA			
11.18	Land Below 250 Foot Normal High Water Mark		NA			

SUBDIVISION PLAN REVIEW CHECKLIST

ARTICLE 12 - DESIGN STANDARDS

SUBDIVISION NAME Turbats Creek Preserve **DATE** October 31, 2022

This checklist has been prepared to assist applicants in developing their subdivision plans. It should be used as a guide. The checklist does not substitute for the statutory criteria or the requirements of Article 12 of the Subdivision Regulations. The Planning Board also will be using the checklist to make sure that your application conforms to the design guidelines or otherwise meets the performance standards. Indicate if information has been submitted to provide evidence the guideline will be met or if you feel your design will otherwise meet the appropriate performance standard of Article 12. If you feel that a guideline is not applicable to your project, please indicate in the second column.

Shaded boxes indicate that the action is not recommended to be taken by the Applicant.

DESIGN GUIDELINES		Submitted by Applicant	Not Applicable	Applicant Requests to be Waived	Received by Planning Board	Waived by Planning Board
12.1	SUFFICIENT WATER					
A.	Well construction		NA			
A.1.	Dug wells prohibited on lots one acre and smaller		NA			
A.2.	Wells at least 100 from a street or 50 feet if uphill		NA			
12.2	TRAFFIC CONDITIONS					
A.	Access control		NA			
A.1.	Vehicular access from residential lot to arterial street		NA			
A.2.	Double frontage lots		NA			
A.3.	Subdivision street entering onto an collector street		NA			
A.3.	Access design onto major collector/arterial streets		NA			
3.b.	Sight distances		NA			
3.c.	Vertical alignment		NA			
3.d.	Low volume accesses		NA			
3.e.	Medium volume accesses		NA			
3.f.	High volume accesses		NA			
3.g.	Special case accesses		NA			
3.h.	Access Location Spacing		NA			
3.i.	Number of Accesses		NA			
3.j.	Construction Materials, Paving		NA			
B.	STREET DESIGN AND CONSTRUCTION STANDARDS					
B.2.	Street Design Standards					
2.b.	Reserve strips prohibited		NA			
2.c.	Right-of-way width for commercial zoning districts		NA			
2.d.	Land reserved for required widening of existing street		NA			
2.e.	Two accesses to when 200 or more trips per day		NA			

Appendix Q, Continued		Submitted by Applicant	Not Applicable	Applicant Requests to be Waived	Received by Planning Board	Waived by Planning Board
DESIGN GUIDELINES						
2.f.	Street design standards table		NA			
2.g.	Layout of centerline of roads		NA			
2.h.	Dead-end streets; cul-de-sacs		NA			
2.i.	Grades, intersections and sight distances		NA			
2.j.	Sidewalks		NA			
2.k.	Curbs		NA			
B.3.	Street Construction Standards					
3.a	Street materials		NA			
3.b.	Preparation		NA			
3.c.	Bases and pavement		NA			
12.3.	IMPACTS ON NATURAL BEAUTY, ETC.					
A.	Preservation of natural beauty and aesthetics		NAX			
B.	Retention of open spaces, natural or historic features	X				
C.	Protection of significant wildlife habitat		NA			
C.1.	Endangered or threatened species habitat		NA			
C.2.	Waterfowl, shorebird, and wading bird habitat, Atlantic salmon spawning areas, coastal wildlife concentrations		NA			
C.3.	Protection of deer wintering areas		NA			
C.4.	Protection of important shoreland areas		NA			
C.5.	Other important wildlife habitat identified		NA			
12.4.	STORMWATER MANAGEMENT DESIGN GUIDELINES					
A.	Design of best management practices		NA			
B.	Drainage easements		NA			
C.	Design of drainage pipes and trenches		NA			
D.	Location of catch basins		NA			
E.	Storm drainage construction standards		NA			
E.1.	Storm drainage materials		NA			
E.2.	Pipe gauges		NA			
E.3.	Drain inlet alignment		NA			
E.4.	Location of manholes		NA			
F.	Upon Completion, each basin cleaned until approved.					
12.5.	IMPACTS ON WATER QUALITY OR SHORELINE					
	Shoreland buffer strips		NA			
12.6.	BLOCKS					
12.7.	LOTS					
A.	Lot lines perpendicular	X				
B.	Provision or preclusion of future subdivision		NA			
C.	Lots divided by streams		NA			
D.	Flag and other unusually shaped lots		NA			
E.	Lot numbering		NA			
12.8.	UTILITIES	X				
12.9.	MONUMENTS	X				
12.10.	CLUSTER DEVELOPMENTS		NA			

Letter of Authorization

Letter of Authorization

August 13, 2022

Werner Gilliam, Director of Planning and Development
and Planning Board Members
Town Kennebunkport
6 Elm Street, PO Box 566
Kennebunkport, Maine 04046

Please be advised that this letter authorizes Mitchell & Associates to act as agents on my behalf in submissions to the Town in regards to any and all application materials and public meetings that relate to our proposed amended subdivision for Turbat's Creek Preserve Condominium.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenan Sahin', written over a horizontal line.

Kenan Sahin

Copies of Deeds / Certificate of Good Standing

After recording return to:
Bruce M. Read, Esq.
Shepard & Read
93 Main Street
Kennebunk, ME 04043

Space Above This Line For Recording Data

DLN: 1002040087319

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that KENAN E. SAHIN, of 3 Tower Field Road, Lincoln, Massachusetts 01733, *FOR CONSIDERATION OF LESS THAN TEN (10) DOLLARS*, hereby grants to KPORT TRUST, LLC, a Delaware limited liability company whose mailing address is 3 Tower Field Road, Lincoln, MA 01733, with *WARRANTY COVENANTS*, the real estate, together with any buildings and improvements thereon, located in the Town of Kennebunkport, York County, Maine; being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, KENAN E. SAHIN has hereunder set his hand and seal as of this 13th day of February, 2020.

James A. Lundstrom
WITNESS

KENAN E. SAHIN

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX County, ss.

On this 13th day of February, 2020, before me, the undersigned notary public, personally appeared Kenan E. Sahin, who proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Joseph M. Centofanti
Notary Public

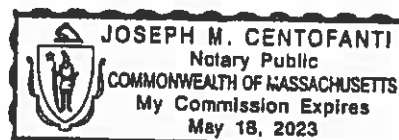


Exhibit A
To Warranty Deed

KENAN E. SAHIN, Grantor
to
KPORT TRUST, LLC, Grantee

Timberledge Property, Kennebunkport, Maine

A certain lot or parcel of land, together with the buildings located hereon, located off Turbat's Creek Road and Frost Lane (a private road) in the Town of Kennebunkport, County of York and State of Maine, bounded and described as follows:

BEGINNING at an iron rod found on easterly side of said Turbat's Creek Road north of the north side line of said Frost Lane, which iron rod is shown on a plan entitled "Standard Boundary Survey Tax Lots U-9-52 & U-9-53B, Frost Lane & Turbat's Creek Rd., Kennebunkport, York Co., Maine", owned by Malcolm H. Frost, Jr. and Nicholas Frost, dated June 5, 1993, prepared by White Mountain Design Group, Inc. and recorded on August 3, 1993 in York County Registry of Deeds in Plan Book 213, Page 29 (hereinafter referred to as the "Frost Plan");

Thence, according to the Frost Plan, S 18° 44' 07" E a distance of 3.09 feet to a point at the intersection of the westerly and southerly lines of land now or formerly of Jill Knoth;

Thence N 56° 46' 51" E a distance of 180.73 feet along the southerly line of said Knoth land, to an iron rod as shown on plan entitled "Standard Boundary Survey of Proposed Lot, Timberledge Lane, Turbat's Creek, Kennebunkport, Maine" made for Jill Knoth, dated November 4, 1997, prepared by Owen Haskell, Inc., recorded in the York County Registry of Deeds in Plan Book 236, Page 38 (hereinafter referred to as the "Knoth Plan");

Thence N 78° 50' 56" E a distance of 245.26 feet, continuing along the southerly line of said Knoth land to an iron rod as shown on the Knoth Plan, which iron rod is the Point of Beginning for the description of the parcel being conveyed herein;

Thence, from the Point of Beginning, N 16° 07' 00" E along said Knoth land, a distance of 139 feet to an iron rod;

Thence N 57° 27' 00" E along said Knoth land a distance of 73.25 feet to an iron rod;

Thence N 82° 41' 00" E along said Knoth land 73.35 feet to an iron rod;

Thence S 80° 30' 00" E along said Knoth land a distance of 44.55 feet to an iron rod;

Thence S 36° 31' 00" E along said Knoth land a distance of 239.91 feet to an iron rod;

Thence S 46° 29' 51" W along other land formerly of Turbat Creek Preservation Limited Liability Company ("TCPLLC") a distance of 33.42 feet to a drill hole;

Thence S 54° 53' 56" W along other land formerly of TCPLLC herein a distance of 84.39 feet to a drill hole;

Thence N 71° 27' 15" W along other land formerly of TCPLLC herein a distance of 281.10 feet to the Point of BEGINNING.

The above described Premises is depicted on a Plan dated April 6, 1998 and recorded in the York County Registry of Deeds in Plan Book 236, at Page 38.

The above described parcel is conveyed subject to and together with all matters set forth or referenced in Deed of Jill B. Knoth to Turbat Creek Preservation Limited Liability Company dated April 6, 1998 and recorded with the York County Registry of Deeds in Book 8726, at Page 276.

The above described parcel is conveyed together with a certain Right of Way and Easement for vehicular and pedestrian passage and the transmission of utilities, all as is necessary for service of a single-family dwelling unit located on the above described parcel. Said Right of Way and Easement runs from the property over Timberledge Lane thence over Nehoc Lane to and from Turbat's Creek Road, as the said Nehoc Lane and Timberledge Lane are depicted and described on a certain plan by Owen Haskell dated January 23, 1998 (as revised) and recorded with the York County Registry of Deeds in Condominium File 472 at Page 3.

Title reference is made to deed dated April 6, 1998 and recorded with the York County Registry of Deeds in Book 8726, at Page 276.

Meaning and intending to convey, and hereby conveying, the same premises conveyed to the Grantor herein by Deed dated May 6, 1999 from Turbat Creek Preservation Limited Liability Company, recorded in the York County Registry of Deeds in Book 9459, Page 108.

DLN: 1002040087319

**PROCESSED
ONLINE.
DO NOT RE-PROCESS.**

**MAINE REAL ESTATE
TRANSFER TAX DECLARATION
Form RETTD
Do not use red ink.**

Registry YORK
Date Recorded _____
Time Recorded _____
Transfer Tax Amount _____
Document Number _____
Book _____
Page _____
BOOK/PAGE - REGISTRY USE ONLY

1. County YORK2. Municipality KENNEBUNKPORT

3. GRANTEE/PURCHASER

3a. Last name, first name, MI; or business name

KPORT TRUST, LLC,

3c. Last name, first name, MI; or business name

3b. Federal ID

3d. Federal ID

3e. Mailing address after purchasing this property

3 TOWER FIELD ROAD

3f. Municipality

LINCOLN

3g. State 3h. ZIP Code

MA 01733

4. GRANTOR/SELLER

4a. Last name, first name, MI; or business name

SAHIN, KENAN E.

4c. Last name, first name, MI; or Business name

4b. Federal ID

4d. Federal ID

4e. Mailing address

3 TOWER FIELD ROAD

4f. Municipality

LINCOLN

4g. State 4h. ZIP Code

MA 01733

5. PROPERTY

5a. Map

21

Block

9

Lot

52

Sub-lot

A

Check any that apply

No maps exist
Multiple parcels

5b. Type of property - enter the code number that best describes the property being sold (see instructions).

220

5c. Physical location

7 TIMBER LEDGE LANE

Portion of parcel

X Not applicable

5d. Acreage (see instructions)

1.40

6. TRANSFER TAX

6a. Purchase price (If the transfer is a gift, enter "0")

6a.

\$0.00

6b. Fair market value (Enter a value only if you entered "0" or a nominal value on line 6a)

6b.

\$1,294,400.006c. Exemption claim - ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and enter explanation below.Transfer into wholly owned LLC for estate planning purposes

7. DATE OF TRANSFER (MM-DD-YYYY)

02-14-2020

8. CLASSIFIED. WARNING TO BUYER - If the property is classified as farmland, open space, tree growth, or working waterfront, a substantial financial penalty may be triggered by development, subdivision, partition, or change in use.

CLASSIFIED9. SPECIAL CIRCUMSTANCES. Were there any special circumstances with the transfer that suggest the price paid was either more or less than its fair market value? If yes, check the box and enter explanation below. ☒Transfer into wholly owned LLC for estate planning purposes

10. INCOME TAX WITHHELD. The buyer is not required to withhold Maine income tax because:

Seller has qualified as a Maine resident

A waiver has been received from the State Tax Assessor

☒ Consideration for the property is less than \$50,000

The transfer is a foreclosure sale

11. OATH. Aware of penalties as set forth in 36 M.R.S. § 4641-K, I declare that I have reviewed this return with the Grantor(s) and Grantee(s) and to the best of my knowledge and belief the information contained herein is true, correct and complete. Declaration of preparer is based on information provided by Grantor(s) and Grantee(s) and of which preparer has any knowledge.

PREPARER. Name of preparer: BRUCE M. READ, ESQ.Phone number: (207) 985-2291Mailing address: 93 MAIN STREETEmail address: bruce@shepardandreadlaw.comKENNEBUNK, ME 04043

Fax number: _____

Rev. 3/19

After recording return to:
Bruce M. Read, Esq.
Shepard & Read
93 Main Street
Kennebunk, ME 04043

Space Above This Line For Recording Data

DLN: 1002040087328

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that KENAN E. SAHIN, of 3 Tower Field Road, Lincoln, Massachusetts 01733, *FOR CONSIDERATION OF LESS THAN TEN (10) DOLLARS*, hereby grants to KPORT TRUST, LLC, a Delaware limited liability company whose mailing address is 3 Tower Field Road, Lincoln, Massachusetts 01733, with *WARRANTY COVENANTS*, the real estate, together with any buildings and improvements thereon, located in the Town of Kennebunkport, York County, Maine; being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, KENAN E. SAHIN has hereunder set his hand and seal as of this 13th day of February, 2020.

Henry A. Lundstrom
WITNESS

KENAN E. SAHIN

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX County, ss.

On this 13th day of February, 2020, before me, the undersigned notary public, personally appeared Kenan E. Sahin, who proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Joseph M. Centofanti
Notary Public

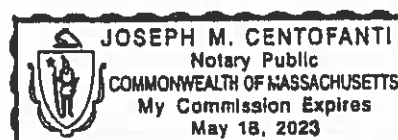


Exhibit A
To Warranty Deed

KENAN E. SAHIN, Grantor
to
KPORT TRUST, LLC, Grantee

Units 5&6 and Boathouse – Turbat Creek Preserve Condominium

Certain condominium units and parcels of land located at or near Nehoc Lane, so-called, as the same as depicted on a Plan entitled "Turbat's Creek Preserve Condominium" recorded with the York County Registry of Deeds in Plan Book 472 at page 3.

PARCEL ONE

Proposed Unit 6 of the Turbat's Creek Preserve Condominium, a condominium established by Declaration of Condominium dated June 13, 1997 and recorded with the York County Registry of Deeds in Book 8300, at Page 001, as amended ("Declaration") and as shown on the above-referenced Plan and comprised of 41,808 square feet or approximately .96 acres, together with all of Grantor's right title and interest in and to the Limited Common Element appurtenant thereto commonly known and designated as Thatchbed Island with any rights and easements related thereto, as the same is defined by an Amendment dated September 29, 1999 and recorded with the York County Registry of Deeds in Book 9714, at Page 85. Said Thatchbed Island was made and declared to be a Limited Common Element appurtenant to proposed Unit #6 by virtue of an Amendment dated June 28, 2000 and recorded with the York County Registry of Deeds in Book 10095, at Page 20. Said Unit is conveyed subject to and together with all matters set forth in said Declaration and the Maine Condominium Act.

The above-described condominium unit is further conveyed subject to a certain Conservation Easement granted by Turbat Creek Preservation Limited Liability Company to EOP foundation. Inc., by instrument dated December 23, 1998 and recorded with the York County Registry of Deeds in Book 9237 at Page 325.

PARCEL TWO

A certain lot or parcel of land located at Nehoc Lane, so-called, Kennebunkport, County of York, State of Maine, being depicted and described on a Plan recorded with the York County Registry of Deeds in Condominium File 472 at page 3 ("Plan"). Said parcel of land is delineated on said Plan as "Proposed Unit #5," but pursuant to a certain Amendment dated June 28, 2000 and recorded with the York County Registry of Deeds in Book 10095, at Page 20, said parcel of land is no longer part of the Turbat's Creek Preserve Condominium. Said parcel of land is bounded and described as follows:

Beginning at a point near an iron rod found being the northwesterly corner of the parcel herein conveyed and as shown on said Plan;

Thence running N 56° 46' 51" E 180.73 feet to an iron rod set;

Thence turning and running N 78° 50' 56" E a distance of 245.26 feet to an iron rod set near an iron rod found;

Thence turning and running S 21° 27' 54" W a distance of 219.64 feet to a point;

Thence turning and running N 81° 5' 38" W a distance of 253.32 feet to a point;

Thence turning and running N 86° 18' 42" W a distance of 52.67 feet to a point;

Thence turning and running N 29° 17' 48" W a distance of 17.61 feet to a point;

Thence turning and running N 29° 17' 48" W a distance of 29.96 feet to a point of beginning.

The above described parcel of land is conveyed subject to a certain Conservation Easement granted by Turbat Creek Preservation Limited Liability Company to EOP Foundation, Inc., by instrument dated December 29, 1999 and recorded with the York County Registry of Deeds in Book 9847, at Page 188.

Meaning and intending to convey, and hereby conveying, the same premises conveyed to the Grantor herein by Deed dated June 28, 2000 from Turbat Creek Preservation Limited Liability Company, recorded in the York County Registry of Deeds in Book 10110, Page 260.

DLN: 1002040087328

**PROCESSED
ONLINE.
DO NOT RE-PROCESS.**

**MAINE REAL ESTATE
TRANSFER TAX DECLARATION
Form RETTD
Do not use red ink.**

Registry YORK

Date Recorded _____

Time Recorded _____

Transfer Tax Amount _____

Document Number _____

Book _____

Page _____

BOOK/PAGE - REGISTRY USE ONLY

1. County YORK2. Municipality KENNEBUNKPORT, KENNEBUNKPORT, KENNEBUNKPORT

3. GRANTEE/PURCHASER

3a. Last name, first name, MI; or business name

KPORT TRUST, LLC,

3c. Last name, first name, MI; or business name

3b. Federal ID

3d. Federal ID

3e. Mailing address after purchasing this property

3 TOWER FIELD ROAD

3f. Municipality

LINCOLN

3g. State 3h. ZIP Code

MA 01733

4. GRANTOR/SELLER

4a. Last name, first name, MI; or business name

SAHIN, KENAN E.

4c. Last name, first name, MI; or Business name

4b. Federal ID

4d. Federal ID

4e. Mailing address

3 TOWER FIELD ROAD

4f. Municipality

LINCOLN

4g. State 4h. ZIP Code

MA 01733

5. PROPERTY

5a. Map

21

Block

3

Lot

2

Sub-lot

A

Check any that apply

No maps exist

☒ Multiple parcels

Portion of parcel

Not applicable

5b. Type of property - enter the code number that best describes the property being sold (see instructions).

220

5c. Physical location

29 NEHOC LANE

5d. Acreage (see instructions)

2.10.

6. TRANSFER TAX

6a. Purchase price (if the transfer is a gift, enter "0")..... 6a.

\$0.00

6b. Fair market value (Enter a value only if you entered "0" or a nominal value on line 6a)..... 6b.

\$263,100.006c. Exemption claim - ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and enter explanation below.Transfer into wholly owned LLC for estate planning purposes

7. DATE OF TRANSFER (MM-DD-YYYY)

02-14-2020

8. CLASSIFIED. WARNING TO BUYER - If the property is classified as farmland, open space, tree growth, or working waterfront, a substantial financial penalty may be triggered by development, subdivision, partition, or change in use.

CLASSIFIED9. SPECIAL CIRCUMSTANCES. Were there any special circumstances with the transfer that suggest the price paid was either more or less than its fair market value? If yes, check the box and enter explanation below. ☒Transfer into wholly owned LLC for estate planning purposes

10. INCOME TAX WITHHELD. The buyer is not required to withhold Maine income tax because:

Seller has qualified as a Maine resident

A waiver has been received from the State Tax Assessor

☒ Consideration for the property is less than \$50,000

The transfer is a foreclosure sale

11. OATH. Aware of penalties as set forth in 36 M.R.S. § 4841-K, I declare that I have reviewed this return with the Grantor(s) and Grantee(s) and to the best of my knowledge and belief the information contained herein is true, correct and complete. Declaration of preparer is based on information provided by Grantor(s) and Grantee(s) and of which preparer has any knowledge.

PREPARER. Name of preparer: BRUCE M. READ, ESQ.Phone number: (207) 985-2291Mailing address: 93 MAIN STREETEmail address: bruce@shepardandreadlaw.comKENNEBUNK, ME 04043

Fax number: _____

Rev. 3/19

1002040087328

DLN: _____

**MAINE REVENUE SERVICES
SUPPLEMENT TO THE REAL ESTATE TRANSFER TAX FORM**

This form is to be used in conjunction with the Real Estate Transfer Tax declaration (RETTD) and provides additional information when necessary. Please attach this form to the original RETTD before submitting to the County Registry of Deeds. Use additional forms as necessary. If you have any questions, please contact the property Tax Division at 207-624-5606 or email: prop.tax@maine.gov.

Additional Grantees/Purchasers – Last Name First	Federal ID Number
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Additional Grantors/Sellers – Last Name First	Federal ID Number
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Additional Municipalities	Map-Block-Lot-Sub-lot
1.	
2. KENNEBUNKPORT	21 3 27
3.	
4. KENNEBUNKPORT	21 3 28
5.	
6.	
7.	
8.	

**AGREEMENT REGARDING THE INCLUSION OF "TIMBERLEDGE"
INTO TURBAT'S CREEK PRESERVE CONDOMINIUM**

AGREEMENT made this 8th day of May, 1999, by and between *Turbat Creek Preservation Limited Liability Company* of Kennebunkport, Maine (hereinafter referred to as "LLC") and *Kenan E. Sahin* of Milton, Massachusetts hereinafter referred to as "Sahin");

WHEREAS LLC is the Declarant of the Turbat's Creek Preserve Condominium as evidenced by Declaration of Condominium of Turbat's Creek Preserve Condominium, Kennebunkport, Maine, dated June 13, 1997, and recorded in the York County Registry of Deeds in Book 8300, Page 001 (hereinafter the "Condominium"); and

WHEREAS LLC, as Declarant, currently controls all the affairs of the Turbat's Creek Preserve Condominium Association; and

WHEREAS LLC is the owner of a parcel of land and the buildings thereon known as "Timberledge," a more precise description of which is attached hereto as Exhibit A which is being conveyed this day to Sahin; and

WHEREAS LLC has also this day granted an Easement Deed to Sahin regarding the use of common facilities and amenities at the Condominium; and

WHEREAS LLC and Sahin have agreed, as an integral part of the purchase of "Timberledge" and the granting of said Easement Deed, to certain terms and conditions which they have resolved to set forth in a legal and binding format;

NOW THEREFORE, in consideration of the promises contained herein and in consideration of the funds exchanged in connection with the above-referenced closing and for other good and valuable consideration the sufficiency and adequacy of which is hereby acknowledged by both parties, it is hereby agreed as follows:

1. The LLC shall, at the request of Sahin, promptly take all reasonable steps necessary to amend the Turbat's Creek Preserve Condominium to include "Timberledge" as a unit with all customary voting rights, usage rights and attendant responsibilities. The LLC's responsibilities in this regard shall include but not be limited to amending the Declaration, By-laws, Plats and Plans, and any other such documents, and amending the subdivision approval granted by the Town of Kennebunkport Planning Board which was

most recently amended on March 25, 1998, the plan of which is recorded at the York County Registry of Deeds at Condominium File 472, Page 3.

2. Upon making the request referenced in Paragraph 1 above Sahin agrees to and shall pay all the LLC's reasonable costs associated with effectuating the amendment including but not limited to attorney's fees, engineering costs, and other related expenses. Nothing herein shall be construed to require Sahin to take any action relative to including "Timberledge" in the Condominium.

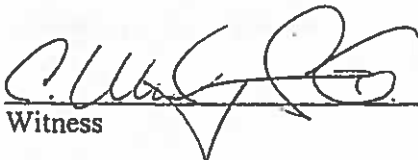
3. The parties agree that this is the entire agreement between them and that it may be modified or amended only by a written instrument executed by all the parties. The parties further acknowledge that this Agreement amends and modifies any agreements previously executed or made among and between them.

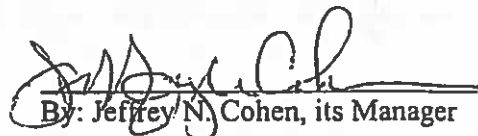
4. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.


5. This Agreement shall be binding upon the heirs, successors, administrators and assigns of the parties.

Dated as of the day above written.

**TURBAT CREEK PRESERVATION
LIMITED LIABILITY COMPANY**


Witness


By: Jeffrey N. Cohen, its Manager


Witness **BRUCE M. READ**
De/agree/turbat creek sahin agreement


Kenan E. Sahin



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Thu Feb 20 2020 12:46:30. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
TURBAT'S CREEK PRESERVE CONDOMINIUM ASSOCIATION, INC.	19970478ND	NONPROFIT CORPORATION (T13-B)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
06/20/1997	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

JOHN L RICHARD
31 MCLELLAN ROAD
GORHAM, ME 04038

[Back to previous screen](#)

[New Search](#)

Click on a link to obtain additional information.

List of Filings

[View list of filings](#)

Obtain additional information:

Certificate of Existence (more info)	Short Form without amendments (\$10.00)	Long Form with amendments (\$10.00)
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You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.
If you encounter problems, visit the [troubleshooting page](#).



Declaration of Condominium

DECLARATION OF CONDOMINIUM

022532

FOR

"TURBAT'S CREEK PRESERVE CONDOMINIUM"

This Declaration is filed pursuant to the Maine Condominium Act (the "Act") Title 33, Chapter 31, M.R.S.A. (Section 1601-101, et. seq) which statute is incorporated herein by reference. There shall be created, pursuant to the terms of the Act, The Turbat's Creek Preserve Condominium ("Condominium") and The Turbat's Creek Preserve Condominium Association, Inc. ("Association"), a Maine non-profit corporation under Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE I
CREATION OF CONDOMINIUM

1. The "Declarant" hereby submits to the provisions of the Act the land and improvements located at Turbat's Creek, Town of Kennebunkport, County of York, State of Maine; being more particularly described in Schedule "A" attached hereto and made a part hereof (the "Premises"). The Condominium shall initially consist of Four (4) Units, each being a lot of land, subject to the Reserved Declarant's Rights for future development. The Premises are shown on the Condominium Plat (the "Plat") prepared by Owen Haskell, Inc. entitled "The Turbat's Creek Preserve Condominium" dated March 20, 1997 and the Units, and Common Elements, are shown on the Condominium Plat (the "Plat" or "Plan") attached thereto which Plat is recorded herewith in the York County Registry of Deeds in Condominium File 472.

2. The Premises are subject to:

BK 8300 PG 002

- (a) All of the rights, conditions, easements, covenants, restrictions and reservations contained in and created by this Declaration and the ByLaws of the Association, including without limitation the Reserved Declarant Rights
- (b) All matters set forth on Schedule A attached hereto or depicted or described on said Plat and Plans.
- (c) The Maine Condominium Act.

3. The name of the Condominium shall be "THE TURBAT'S CREEK PRESERVE CONDOMINIUM".

4. Each present and future owner, tenant, occupant and Mortgagee 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 of the deed to such Unit; provided that nothing contained herein shall impose upon any tenant or Mortgagee of Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease 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 Unit are accepted and ratified by such grantee, Mortgagee or tenant. 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 Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. The Condominium shall be administered by the Association in accordance with the Condominium Documents and the Act, and the ByLaws for the Association are incorporated herein by reference and are recorded herewith. The Association shall be operated by and through

BK 8300 PG 00

the Executive Board as set forth in the By-laws.

ARTICLE II DEFINITIONS

The terms hereinafter defined shall have the meanings as hereinafter set forth. Any term not defined herein shall have the meaning accorded it by the Act.

1. "Allocated Interests" means the undivided interests in the Common Elements, the Common Expenses Liability and votes in the Association allocated to each Unit.

2. "Association" or "Unit Owners Association" means the Unit Owners Association of The Turbat's Creek Preserve Condominium which is known as "The Turbat's Creek Preserve Condominium Association, Inc.", but may be designated by a different name or be set up as an unincorporated association.

3. "Building" means any permanent structure used or occupied now or hereafter constructed on the Property.

4. "ByLaws" means the document having that name and providing for the governance of the Association, pursuant to the Act, as such document may be amended from time to time; the ByLaws, as initially adopted, are recorded herewith.

5. "Common Elements" means all portions of the Condominium other than the Units, as shown on the Plat.

6. "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

7. "Common Expense Liability" means liability for Common Expenses allocated to each Unit pursuant to Section 1602-107 of the Act.

BK 8300 P. 304

8. "Condominium" means The Turbat's Creek Preserve Condominium, as same is created and by this Declaration, the ByLaws and the rules and regulations developed thereunder, initially consisting of four (4) Condominium Units, together with Reserved Declarant Rights.

9. "Condominium Documents" includes the Declaration, Plat, Plan, ByLaws and Rules and Regulations.

10. "Declarant" means TURBAT CREEK PRESERVATION LIMITED LIABILITY COMPANY, its successors and assigns.

11. "Declarant Control Period" means the entire time period which extends from the date of the recording of the Declaration until the earlier of

- (a) Date of the conveyance of the last Unit, including future Units which may be added pursuant to the Reserved Declarant Rights or
- (b) The Declarant voluntarily releases all rights of control by written instrument.

12. "Development Rights" means those rights which the Declarant has reserved to itself as set forth in this Declaration.

13. "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit 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 Unit owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage.

14. "Executive Board" means the body designated in the ByLaws to act on behalf of the Association.

15. "Limited Common Elements" means those portions of the Common Elements allocated by the Declaration and the Act for the exclusive use of one of the Condominium Units.

BK 8300 PG005

There are not presently any Limited Common Elements shown on the Plat and Plans.

16. "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on Exhibit B attached hereto, as the same may be amended.
17. "Regular Assessment" means the Unit Owner's share of the anticipated Common Expenses, allocated by Unit, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.
18. "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.
19. "Special Assessment" means a Unit Owner's share of any assessment made by the Executive Board in addition to the Regular Assessment.
20. "Special or Reserved Declarant Rights" means those rights which the Declarant has reserved to itself as set forth in this Declaration.
21. "Unit" means a physical portion of the Condominium described herein and shall consist of the entire lot designated for separate ownership or occupancy as shown on the Condominium Plat.
22. "Unit Owner" means the Declarant or other person who owns a Unit.

ARTICLE III DESCRIPTION OF CONDOMINIUM

The Plat shows the layout, location, Unit numbers and dimensions of the lots comprising the Units of the Condominium. Acceptance of a deed to a Unit shall constitute a waiver of minor discrepancies in the Plat, if any.

BK 8300 PG 006

**ARTICLE IV
ALLOCATION OF COMMON ELEMENT INTERESTS AND BOUNDARIES,
VOTE AND UNIT BOUNDARIES**

1. **Percentage Interest.** Each Unit in the Condominium is allocated a percentage of the undivided interests in the Common Elements and in the Common Expenses of the Association. Each Unit's percentage of undivided interest is determined by dividing the approximate total square footage of each Unit by the sum of the approximate total square footage of all Units, all as conclusively set forth on Schedule "B" as 25% for each Unit.
2. **Vote.** During the Declarant Control Period, the Declarant shall be entitled to cast all votes of the Condominium Units. Thereafter, votes shall be allocated in accordance with the respective percentage common element interests.
3. **Unit Boundaries.** The vertical boundaries for each Unit shall be as depicted on the Plat attached hereto and consist of the boundaries shown thereon. The Units have no defined upper or lower horizontal boundaries.
4. **Each Unit Owner** shall be responsible for the maintenance and repair of all portions of his Unit and structures or buildings thereon and all expenses associated therewith shall be paid by the individual Unit Owner and shall not be a Common Expense.

**ARTICLE V
LIMITED COMMON ELEMENTS**

Certain portions of the Condominium may be designated as Limited Common Elements and are shown on the Plat attached hereto. Any expense associated with the maintenance and

BK8300 PG007

repair of a Limited Common Element shall be assessed against the Unit or Units to which that Limited Common Element is assigned or allocated, either exclusively to one Unit or in proportion to the Units appurtenant.

ARTICLE VI EASEMENTS, RIGHTS AND RESERVATIONS

1. Utilities, Pipes and Conduits. Each Unit Owner shall have the right in common with the other Unit Owner to use all pipes, wires, ducts, cables, conduits, public utility lines, septic system, water service and other Common Elements serving his Unit and located in the other Unit or in the Common Elements or Limited Common Elements. Each Unit shall be subject to the rights in favor of the Unit Owner to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements located in such Unit serving the other Unit. The Declarant during the Declarant Control Period, and the Association thereafter, shall have the right to grant to third parties such utility easements as shall be deemed reasonable by the Association in connection with the supply of utility services to the Units and/or the Common Elements.

2. Ingress and Egress. Each Unit Owner shall have an easement, subject to any rules and regulations established by the Executive Board, in common with the other Unit Owners to use the entrances, exits and other Common Elements as a means of ingress to and egress from the Premises, the Common Elements and the adjoining public street. The Executive Board shall not establish any rule or regulation depriving any Unit Owner of reasonable ingress to and egress from his Unit, the Premises, Common Elements and Limited Common Elements, and the adjoining public street. This easement shall include the right of pedestrian passage for Unit

BK 8300 PGOOB

Owners to the ocean and marsh as depicted on the Plats. The Declarant has the reserved right to limit access to the Boat House and Pier.

3. Condominium Association and Executive Board Access. Declarant reserves in favor of itself, the Association, Executive Board and its officers, agents, employees, and the managing agent (if any) and every other person authorized by the Executive Board the irrevocable right and easement to have access to each Unit as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or the making of repairs to any building, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to the building, the Common Elements or the Limited Common Elements; or the abating of any violation of law, orders, rules or regulations of the Association or of any governmental authority having jurisdiction thereof; or in the case of the Declarant, for the exercise of any and all Reserved Declarant Rights set forth herein. In case of any emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. The Declarant, during the period of Declarant Control and the Association thereafter shall have the right to grant permits, licenses and easements over and through the Common Elements for utilities, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

4. Encroachments. In the event that a building is partially destroyed as a result of fire or other casualty, there shall exist, if and when that building is rebuilt, over portions of the Common Elements, Limited Common Elements, or upon any other Unit, such easements as are reasonably necessary in order to rebuild said damaged building.

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5. Common Element Easement in Favor of Unit Owners. All Common Elements and Limited Common Elements shall be and are hereby made subject to the following easements in favor of the Units benefited; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the use of any part of the Common Elements:

- (a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.
- (b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of any Common Elements adjacent to such Unit.

6. Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units and exercise Reserved Declarant Rights to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchases of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant reserves the right to maintain advertising signs on the Premises, which signs may be placed in any location.

7. Declarant's Easement for Construction. The Declarant reserves the easement, right and privilege, without obligation, to go upon any and all of the Premises for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units, Common Elements or Limited Common Elements. Furthermore, the Declarant reserves an easement in the Units, Common Elements and Limited Common Elements for the purpose of discharging

BK 8300 PGO 110

Declarant's obligations and exercising any Special Declarant Rights reserved pursuant to this Declaration. The Declarant reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Premises for construction purposes on the Premises, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements and Limited Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and Common Elements. These easements shall continue until the Declarant has conveyed to purchasers all Units in the Condominium, and has exercised or released all Special or Reserved Declarant Rights.

ARTICLE VII

USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS - RESTRICTIONS THEREOF.

The occupancy and use of the Condominium shall be subject to the following restrictions:

1. Condominium Units may not be further subdivided or combined by sale, lease, or otherwise only by approval by the Declarant during the Declarant Control Period or thereafter by vote of Unit Owners to which one hundred percent (100%) of the votes in the Association are allocated.

2. No structural changes in the interior of any building or structural changes in the exterior of any building or new construction of buildings shall be allowed without approval by the Declarant during the Declarant Control period, or thereafter by prior notification and majority vote of Unit Owners to which one hundred percent (100%) of the votes in the Association are allocated.

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allocated. All construction activities shall be in accordance with applicable laws and ordinances.

3. No Unit Owner nor a lessee of any Unit Owner:

- (a) shall permit or suffer anything to be done or kept upon the Condominium which will increase the rate of insurance on the Condominium or on the contents thereof;
- (b) shall obstruct or interfere with the rights of other occupants or annoy them by unreasonable noise or otherwise;
- (c) shall commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Condominium;
- (d) shall cause or permit any noxious odors to emanate from any portion of the Condominium; and/or
- (e) shall use the Common Elements or Limited Common Elements for any activity that would obstruct or deter ingress and egress by other Unit Owners or guests, invitees or patrons.
- (f) shall, without permission of the Declarant, take any action which would interfere with the view of the ocean from another Unit, or violate view easements of record pertaining to abutting properties.

4. A Unit Owner may not lease or rent his building at any time for a period of less than one (1) month. All rentals must be approved by the Declarant during the Declarant Control Period. The rights of any occupant of a Unit shall be subject to, and each such occupant shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, By Laws and Rules and Regulations. The Unit Owner shall provide any occupant with a copy of the Rules and Regulations of the Condominium.

5. Without limitation, the Association shall be responsible for providing the following services, the expenditures for which shall be a Common Expense:

- (a) Removal of snow from the Common Element, driveways, and from all parking spaces;
- (b) Maintenance and repair of all Common Elements including, without limitation, certain lawn areas, and the tennis court and swimming pool; and
- (c) Collection and removal of refuse and rubbish from the Condominium.
- (d) Water service, electricity, septic and sewer service to the extent

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assessed.

The Unit Owners may agree to take care of these services individually by mutual consent in which case there shall be no common fee charge for the same.

6. No Unit Owner may alter the exterior appearance of the buildings or Limited Common Elements, the Common Elements or any other portion of the Premises located outside a Unit without the prior notification to and approval by the Declarant during the Declarant Control Period, and majority vote by the Association thereafter. Failure of the Declarant or Association to respond within thirty (30) days shall be deemed an approval. No Unit Owner may hang, place or otherwise display any sign, notice, air conditioner unit, aerial antenna or other item in any window of a building which may be visible from the outside of the building without the prior vote of the Association. Draperies, curtains or shades may be hung or placed in the windows of a building provided that the color or such draperies, curtains or shades appears uniform from the outside of the building and in conformity with any rules or regulations of the Association. Notwithstanding the foregoing, the Declarant may impose standards of approval listing actions that do not require Declarant or Association approval.

7. Reasonable rules and regulations, not in conflict with the provisions of this Declaration and the ByLaws of the Association, concerning the use and enjoyment of the Premises, may be promulgated from time to time by the Declarant, and subsequently the Association.

8. Each building shall be heated, if necessary, to insure uninterrupted utility services, including, *inter alia*, water and sewer, for each Unit, or appropriate steps must be taken by the Unit Owner to winterize their building each winter, all at the expense of the Unit Owners.

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9. Prior to expiration of the Declarant Control Period the Declarant may limit access and use of the Boat House and Pier as appurtenant to only one (1) or more designated Unit(s).

10. The following covenants and restrictions apply to the Units, Limited Common Elements, and Common Elements:

- (a) Each Unit may be used only for single family residential purposes.
- (b) No structure of a temporary nature including, without limitation, house trailers, mobile homes, auto homes, campers, trailers of any kind, tents, shacks, sheds, or other outbuildings shall be allowed to exist on the Units, Limited Common Areas or Common Areas of the Condominium.
- (c) No inactive automobiles, motorcycles, snowmobiles, ATV's, boats, or motor homes shall be stored anywhere on the Units, Limited Common Areas or Common Areas without prior approval of the Association.
- (d) No trash, rubbish or other offensive or materials degrading in appearance shall be allowed to exist on the Units, Limited Common Areas or Common Areas.
- (e) There shall be no exterior antennas or satellite dishes placed on the Condominium, without the prior approval of the Association.
- (f) No household pets or keeping of poultry, swine, or livestock shall be permitted on the Condominium. Notwithstanding the foregoing, a household pet may be allowed upon prior written consent from the Association, which approval shall not be unreasonably withheld. Unit Owners shall be responsible to keep any such animal leashed at all times and clean up after said animal in a complete and tidy manner.
- (g) No trees shall be cut on the Condominium by any Unit Owner.
- (h) No fires or burning of refuse, leaves, trees, etc. shall be permitted on the Units, Limited Common Areas or Common Areas. Open fires for cook-outs only shall be permitted.
- (i) Upon fire or other destruction of a building, the Unit Owner shall be responsible to rebuild said building in accordance with its original character and design as soon as possible.
- (j) No fences, stone walls, or other landscaping shall be permitted upon the Units, Limited Common Areas without the prior consent of the Association, or Declarant during the Declarant Control Period.
- (k) No hunting or use of firearms shall be allowed on the Condominium.
- (l) No outside drying of laundry or other articles shall be allowed on the Condominium property.

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ARTICLE VIII

BUDGET, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

1. Budget Ratification Vote. During the Declarant Control Period, the Declarant shall propose and implement the budget for the Condominium. Thereafter, the executive Board of the Condominium Association shall propose a budget for the Condominium, which budget shall be submitted to the Association members for ratification. At the budget ratification meeting, unless Unit Owners holding fifty-one percent (51%) of the votes in the Association reject the budget, it shall be adopted.

2. Regular Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each calendar month, the first such assessment to be made no later than sixty (60) days after the sale of the first Unit. The Declarant, or subsequently by majority vote of the Association, may alter the due date and period of regular assessments.

3. Other Assessments. In addition to the annual budget, or as part thereof, the Declarant during the Declarant Control Period, has full authority to propose a reserve fund of working capital, and to make special assessments. After the Declarant Control Period, any special assessment or establishment of a reserve fund shall be submitted to the members of the Association for approval. At said approval meeting the proposed assessment or fund shall be deemed approved unless the Unit Owners holding fifty-one percent (51%) of the votes in the Association reject the proposal. These funds and assessments shall be due and payable as and when the Executive Board of the Association determines.

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4. Lien. All unpaid assessments shall constitute a lien on the Unit against which such assessment is made. Payments for assessments which are more than ten (10) days late shall, at the option of the Association, accrue interest at a rate established by the Association.

5. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Article 3 of the Act, shall be subordinate to the lien of a first mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent.

6. Surplus. Any surplus funds of the association remaining after payment of, or provision for Common Expenses, including provisions for a working capital fund and/or reserve fund, shall be held by the Association and shall be credited to the Unit Owners on a pro rata basis to reduce their future Common Expense assessments.

7. Limited Common Expenses. Limited Common Expenses are those Common expenses associated with the maintenance, repair or replacement of a Limited Common Element. Limited Common Expenses shall be assessed against the Unit or Units to which that Limited Common Element has been assigned or allocated. Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited as a Limited Common Expense.

8. Separate Taxation and Utilities. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxes on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with this respective percentage of ownership interest in the common elements.

BK 8300 PG 016

9. Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

10. Notwithstanding the foregoing, the Unit Owners may agree by one hundred percent (100%) vote to pay all charges and assessments pertaining to their respective Units and Limited Common Elements appertaining thereto, directly, and not implement an annual budget for the Association or charge and assess Common Expenses.

ARTICLE IX RIGHTS OF ELIGIBLE MORTGAGE HOLDERS

1. An "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit 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 Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage.

2. The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following circumstances or proposed actions:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder;
- (b) Any delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of that Unit, or any other default in the performance or payment by such Unit Owner of any obligation under this Declaration, the ByLaws or any Rules and Regulations of the Association, which delinquency or other default continues for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or

fidelity bond maintained by the Association.

- (d) The proposed use of any proceeds of property insurance required to be obtained and maintained by the Association pursuant to the ByLaws for purposes other than repair, replacement and restoration of the Condominium substantially in accordance with this Declaration, the ByLaws, the Plat and Plans and original elevations thereof, and original building plans and specification.
- (e) The adoption by the Executive Board of any proposed budget, and the date of the meeting of Unit Owners scheduled to consider ratification of such proposed budget, and a summary of such proposed budget;
- (f) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.
- (g) The termination of the Condominium.
- (h) A change in the Allocated Interests appurtenant to any Unit or a change in the boundaries of a Unit.
- (i) The merger or consolidation of the Condominium with another Condominium.
- (j) The conveyance or subjection to a security interest of any portion of the Common Elements.

3. In the event of any proposed actions described in this Article IX, Subsection 2, paragraphs (d), (g), (h), (i), or (j), any Eligible Mortgage Holder shall have the right but not the obligation in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the Association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by certified or registered prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights within thirty (30) days from receipt of any such notice shall constitute a waiver thereof and shall not preclude the Unit Owner from exercising such right. In the event of any default described in Article IX Subsection 2. (b) above, the Eligible Mortgage Holder shall have the right but not the obligation to cure such default. In addition, an eligible Mortgage Holder, or its representative, shall have the right to attend Association and Executive Board meetings for the

BK 8300 PG 018

purposes of discussing the matters described in Article IX 2., (d), (e) and (g) through (j).

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE X ASSOCIATION/EXECUTIVE BOARD

1. Limited Liability of the Executive Board. The members of the Executive Board:

- (a) Shall not be liable for any injury or damage to persons or property caused by the natural elements or by another Unit Owner or person on the Premises, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Units, 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 Executive Board members' willful misconduct or gross negligence;
- (b) Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties, for any mistake of judgment, negligent or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;
- (c) Shall have no personal liability in contract to a Unit 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 Executive Board or the Association in the performance of the Executive Board members' duties;
- (d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;
- (e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties, and
- (f) Shall have no personal liability arising out of the use, misuse or condition of the premises, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

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2. Indemnification. Each member of the Executive Board, in his capacity as an executive Board member, 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 Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Article shall be paid by the Association on behalf of the Unit 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 Executive Board members and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall

BK8300 PG020

promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

4. Insurance. The Executive Board may obtain insurance to satisfy the indemnification obligations of the Association and all Unit Owners set forth herein, to the extent such insurance is available.

ARTICLE XI INSURANCE COVERAGE

1. The Association's Executive Board shall obtain and maintain insurance for the benefit and protection of the Association and, to a certain limited extent, the Unit Owners as individuals in general, types and amounts of insurance to be obtained by the Association are described as follows: fire insurance, covering the buildings, but excluding the personal property of Unit Owners and improvements within a Unit made by the owners thereof; "All Risk Insurance", so called; workmen's compensation insurance; public liability insurance at least covering each Unit Owner with limits of not less than a combined single limit of \$1,000,000 for claims for bodily injury or property damage arising out of one occurrence; such other insurance as the Executive Board may, from time to time in its discretion determine, including coverage for other casualties, hazards or risks such as vandalism, malicious mischief, windstorm and water damage. More specific details on this insurance are set forth in the Bylaws of the Association.

2. The Association will obtain insurance covering liability arising from ownership or use of the Common Elements. This coverage will not insure Unit Owners against liability arising from

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an accident or injury occurring within a Unit or liability arising from the act or negligence of a Unit Owner.

3. The Executive Board will also maintain appropriate insurance required by mortgage lenders.

4. Notwithstanding the foregoing, the Unit Owners may agree to obtain insurance in accordance with this section pertaining to their respective Units and Limited Common Elements appertaining thereto, directly, without involvement of the Association, and, in any event, are responsible to obtain their own insurance coverage for their Unit, Limited Common Elements and interests in the Common Elements.

ARTICLE XII EMINENT DOMAIN

If part of the Common Elements shall be taken or condemned by any authority having the power of eminent domain, the Association shall notify the Owners and Eligible Mortgage Holders of the Unit affected and shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the portion of the award attributable to the Common Elements taken shall be paid to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners and their Mortgagees, as their interests may appear in proportion to their Allocated Interests in the Common Elements prior to such taking or condemnation, but the portion of the award attributable to the acquisition of any Limited Common Element shall be equally divided among the Owners of the Units to which such Limited

BK8300 PG022

Common Element was allocated at the time of such taking or condemnation and their Mortgagees, as their interests may appear. Each Unit Owner appoints the Association as attorney-in-fact for the purposes described in this Section. Notwithstanding anything to the contrary in this Article, lien holders of any Unit, Common Element or Limited Common Element, shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE XIII

SPECIAL OR RESERVED DECLARANT RIGHTS

1. Declarant reserves the easements and rights for marketing as set forth above.
2. Declarant reserves the easements and rights for construction as set forth above.
3. Declarant reserves the right to construct new buildings or structures, and to change the size, layout, and location of any building or other structure, as well as any Limited Elements during the Declarant Control Period.
4. Declarant reserves the right to grant further easements to effectuate its construction and marketing activities, together with the right to make use and connect to any utility lines, wires, pipes, and conduits located on the Condominium.
5. Declarant reserves the right to appoint and remove Officers of the Association and members of the Executive Board during the Declarant Control Period.
6. Declarant reserves the right to develop the Condominium in phases. Further, Declarant reserves the right to terminate the Condominium and/or remove Units from the Condominium during the Declarant Control Period.
7. Declarant reserves the right to add additional land and/or Units to the Condominium

BK8300 PG023

and to convert Common Area land to be and to remain additional Units or to remove Common Area from the Condominium at its sole discretion during the Declarant Control Period. These future possible additions or conversions need not be built or developed at the sole discretion of the Declarant.

8. Declarant reserves the right to assign its rights hereunder.
9. Any conveyance of any portion of the Common Area either by direct transfer or after conversion to a Unit, must be in compliance with the subdivision regulations and other ordinances of the Town of Kennebunkport.

Any purchaser of a Unit may request and rely upon a statement from the Declarant waiving any or all of these Declarant rights which statement shall be conclusively binding on all parties, and their successors in interest, but the Declarant is under no obligation to issue such a statement.

ARTICLE XIV AMENDMENT AND TERMINATION

This Declaration may be amended or terminated only in accordance with the procedures specified in the Maine Condominium Act (§1602-117 and §1602-118) and this Declaration. The Condominium may not be terminated except by agreement of Unit Owners representing one hundred percent (100%) of the votes in the Association. This Declaration may not be amended except by vote or agreement of Unit Owners or Units to which sixty-seven percent (67%) of the votes in the Association are allocated. No such amendment shall be of legal effect until a copy of the Amendment, executed and certified by an Officer of the Association designated for that purpose, has been recorded in the York County Registry of Deeds.

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ARTICLE XV GENERAL PROVISIONS

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.
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 project which this Declaration is intended to create.
3. **Applicable Law.** The Declaration shall be governed and construed according to the laws of the State of Maine.
4. **Interpretation.** The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.
5. **Effective Date.** This Declaration shall become effective when it and the Plan have been recorded.
6. **Notices.** Notice of matters affecting the Condominium shall be given to Unit Owners in writing and shall be deemed to have been given if delivered personally or sent by United States mail, postage prepaid or if notification is of a default or lien, then by registered or certified mail, return receipt requested, postage prepaid, to a Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no address is

BK8300 PG025

designated, at the address of the Unit. If a Unit is owned by more than one person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder. All notices to the Association shall be directed to the office of the corporation as listed with the records of the Secretary of State for the State of Maine.

7. Assignability of Declarant's Rights. The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act.

8. Obligation to Complete. Except as required by the Act, nothing contained in the Declaration or Plat and Plans do, or shall be deemed to, impose upon the Declarant or any successor declarant, any liability or obligation to build, construct or provide any buildings, amenities or other improvements to the Premises.

9. Arbitration. The parties agree that in the event of a voting deadlock resulting from a vote required by or taken pursuant hereto, then the voting parties shall submit the matter to binding arbitration for resolution as follows:

The parties so deadlocked may agree upon one arbitrator; otherwise, there shall be three, one named in writing by each party within five (5) days after notice of arbitration is served by either party upon the other, and a third arbitrator selected by the two named arbitrators within five (5) days thereafter. The two named arbitrators shall decide the matter submitted, excepting only that their failure to do so decide within five (5) days shall require them to choose the third arbitrator in accordance herewith and when so chosen, the three arbitrators in accordance herewith and when so chosen, the three arbitrators shall thereafter proceed to determine the matter conclusively within five (5) days thereafter. The parties may agree to change the time frames for decisions made pursuant hereto which shall be binding upon the arbitrators if so voted.

BK 8300 PGO 26

IN WITNESS WHEREOF, the Turbat Creek Preservation Limited Liability Company has caused this Declaration to be executed by Jeffrey N. Cohen, its Manager, thereunto duly authorized, as of this 13th day of June, 1997.

TURBAT CREEK PRESERVATION
LIMITED LIABILITY COMPANY

Witness

BY: Jeffrey N. Cohen
JEFFREY N. COHEN, Its Manager
thereunto duly authorized

STATE OF MAINE
York County, ss.

June 13, 1997

Personally appeared the above-named Jeffrey N. Cohen, as Manager of the abovenamed Turbat Creek Preservation Limited Liability Company and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

C. Wesley Crowe II
Notary Public/Attorney at Law
C WESLEY CROWE II

gomer/Turbat's Creek Condo Dec

EXHIBIT 8

<u>UNIT #</u>	<u>PERCENTAGE INTEREST</u>
Unit 1	.25%
Unit 2	.25%
Unit 3	.25%
Unit 4	.25%

Square footage calculation rounded off to be conclusively binding as equal percentage.

SCHEDULE A

BK 8300 P.028

certain contiguous lots or parcels of land located in the Town of Kennebunkport, County of York and State of Maine, together with the buildings and improvements located thereon, described as follows:

PARCEL I: Beginning at an iron pipe set in the ground at the intersection of the easterly side of Turbat's Creek Road and the southerly side of a private road known as Frost Lane, said Frost Lane being shown on Plan entitled "T.C.R.C. Reservation, Inc.", surveyed in 1961 by Thomas I. Ober and recorded in the York County Registry of Deeds in Plan Book 40, Page 19, and also being shown on a Plan entitled "A Portion of the Frost and Eaton property in Kennebunkport, Maine" dated February, 1988 and recorded in said York County Registry of Deeds in Plan Book 138, Page 14 (which Plan also shows the iron pipe being the starting point); thence North 63° 31' 30", East by a stone wall and said Frost Lane, a distance of twenty (20') feet to a stone column; thence South 79° 33' East by said Frost Lane, a distance of two hundred eighty-five (285) feet to a point; thence South 16° 33' 59" West by land described in Parcel III of this deed, a distance of two hundred twenty-six and one hundredth (226.01) feet to a stone wall; thence North 37° 41' 30" West by said stone wall and land now or formerly of Griffin, a distance of two hundred eighty (280) feet to an angle in said stone wall; thence South 71° 57' West by said stone wall and land now or formerly of Griffin, a distance of forty (40) feet to an iron pipe and the easterly sideline of Turbat's Creek Road; thence North 25° West by said Road to an iron pipe at the intersection of said Road and Frost Lane being the point of beginning.

Being shown as a Parcel containing "32,867 square feet = 0.75 acre" on the Plan entitled "A Portion of the Frost and Eaton property in Kennebunkport, Maine" dated February, 1988 and recorded in said York County Registry of Deeds in Plan Book 138, Page 14 and being the first parcel described in a deed from Nicholas Frost et al to Charlotte E. Burr et al as Trustees of T.C.R.C. Trust which deed is dated February 17, 1988 and recorded in said York County Registry of Deeds in Book 4823, Page 252.

PARCEL II: Beginning at an iron pipe in the ground at the intersection of the easterly side of Turbat's Creek Road and the northerly side of a private road known as Frost Lane as is shown on a Plan entitled "A Portion of the Frost and Eaton property in Kennebunkport, Maine" dated February, 1988 and recorded in said York County Registry of Deeds in Plan Book 138, Page 14 (which also shows the iron pipe being the starting point); thence North 27° 45' West by said Turbat's Creek Road, a distance of twenty-nine and ninety-six hundredths (29.96) feet to an iron pipe; thence North 58° 19' 39" East by land formerly of Nicholas Frost et al and now or formerly of Turbat's Creek Road Realty, Inc., (see York County Registry of Deeds in Book 7488, Page 273) a distance of one hundred eighty and seventy-three hundredths (180.73) feet to a drill hole in a ledge; thence North 80° 23' 44" East continuing by land formerly of Nicholas Frost et al and now or formerly of Turbat's Creek Road Realty, Inc., a distance of two hundred forty-five and twenty-six hundredths (245.26) feet to an iron pipe; thence South 23° 00' 45" West, along a lane shown as "Timberledge Lane" on said Plan entitled "A Portion of the Frost and Eaton Property in Kennebunkport, ME" dated February, 1988, and recorded in the said York County Registry of Deeds in Plan Book 138, Page 14, a distance of two hundred

Thence South 79 1/2° East by land now or formerly of Wildes a distance of 343 feet to the bank of Turbat's Creek, so-called and along the same course to the thread of the channel of Turbat's Creek;

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thirty-five (35) feet to an iron pipe and the northerly sideline of Frost Lane; thence North 79° 33' West by said Frost Lane, a distance of two hundred seventy (270) feet to a stone column; thence North 78° 22' 23" West by a stone wall and said Frost Lane, a distance of twenty-five (25) feet to an iron pipe at Frost Lane's intersection with Turbat's Creek Road, being the point of beginning.

Being shown as a Parcel containing "48,781 square feet = 1.12 acres" on the Plan entitled "A Portion of the Frost and Eaton Property in Kennebunkport, Maine" dated February, 1988 prepared by ANI Engineering Company and recorded in the York County, Maine, Registry of Deeds in Plan Book 158, Page 14 and being the second parcel described in a deed from Nicholas Frost et al to Charlotte E. Burr et al as Trustees of T.C.Y.C. Trust dated February 17, 1988 and recorded in said York Registry of Deeds in Book 4625, Page 252.

PARCEL III: Beginning at a point at a stone wall at land now or formerly of Griffin which point is the most southerly point of Parcel I described above;

Thence in a southeasterly direction by a prolongation of the stone wall along land now or formerly of Griffin a distance of 300 feet, more or less, to a corner of walls;

Thence in a northeasterly direction along a stone wall and by land now or formerly of Charles Schmidt (formerly of William Smith) a distance of 220 feet, more or less, to a point in said wall;

Thence South 24° East by land now or formerly of Charles W. Schmidt a distance of 77 feet, more or less, to a point on the Northerly side of a 16-foot right-of-way laid out by Charles W. Schmidt as shown on a plan of lots made by O.W. Dwinall;

Thence North 51° East by said right-of-way a distance of 10 feet to an iron pipe set in the ground;

Thence North 64° East by said right-of-way a distance of 110 feet to the corner of land now or formerly of Clarence M. Wildes;

Thence North 24° West by land now or formerly of Clarence M. Wildes a distance of 93 feet to a stone wall and land now or formerly of one Rankin (the last four courses and distances are taken from the deed of Warren G. Lawson, et al to E. Scott Campbell dated August 6, 1948 and recorded in the York County Registry of Deeds in Book 1124, Page 44);

Thence northeasterly along said stone wall and land now or formerly of Clarence M. Wildes and being the southeasterly sideline of a part of Lot 10 and all of the southeasterly sidelines of Lot 9 and 8 as shown on a 1961 survey by Thomas J. Ober for T.C.Y.C. Reservation, Inc., recorded in the York County Registry of Deeds in Plan Book 40, Page 19, a distance of 260 feet, more or less, to a bolt;

Thence South 79 1/2° East by land now or formerly of Wildes a distance of 343 feet to the bank of Turbat's Creek, so-called and along the same course to the thread of the channel of Turbat's Creek;

BK 8300 PG 030

Thence in a northeasterly, northerly and northwesterly direction by and along the thread of the channel at Turbat's Creek, so-called, to the land now or formerly of Turbat's Creek Road Realty, Inc. (see York County Registry of Deeds Book 7468, Page 273) and by the following six (6) courses and distances by land now or formerly of said Turbat's Creek Road Realty, Inc. (said courses and distances being derived from a "Standard Boundary Survey Tax Lots U-9-52 and U-9-53 B Frost Lane & Turbat's Creek Rd., Kennebunkport, York Co., Maine" for Nicholas M. Frost, Jr. and Nicholas Frost by White Mountain Design Group, Inc. which plan is recorded in the York County Registry of Deeds in Plan Book 213, Page 29):

Thence South $83^{\circ} 31' 30''$ West 140 feet, more or less, to an iron pin;

Thence continuing South $83^{\circ} 31' 30''$ West 117.52 feet to an iron pin found in a wall;

Thence South $83^{\circ} 32' 40''$ West 281.47 feet to a drill hole found in a ledge;

Thence South $46^{\circ} 29' 49''$ West 63.42 feet to a drill hole found in a ledge;

Thence South $54^{\circ} 54' 04''$ West 84.39 feet to a drill hole in a ledge;

Thence North $71^{\circ} 27' 11''$ West 281.09 feet to a point marking the most easterly corner of the land described in Parcel II of the within deed of conveyance (said point also being North $22^{\circ} 03' 30''$ West of an iron rod as shown on said Plan for Malcolm H. Frost, Jr., recorded in Plan Book 213, Page 29 in the York County Registry of Deeds);

Thence South $23^{\circ} 00' 35''$ West by said Parcel II of the within deed of conveyance a distance of 235 feet to an iron pipe;

Thence North $79^{\circ} 33'$ West along Parcel II described in the within deed of conveyance a distance of 270' to a stone column;

Thence North $78^{\circ} 22' 23''$ West by a stone wall and the land described in Parcel II of the within deed of conveyance a distance of 75 feet to an iron pipe at the intersection of Frost Lane and Turbat's Creek Road;

Thence in a southerly direction along the easterly sideline of Turbat's Creek Road and across Frost Lane a distance of 15 feet more or less to an iron pipe set in the ground on the easterly side of Turbat's Creek Road and marking the northwesterly corner of Parcel I described in the within deed of conveyance;

Thence North $63^{\circ} 31' 30''$ East by a stone wall and the northwesterly sideline Parcel I described in the within deed of conveyance a distance of 20 feet to a stone column;

Thence South $79^{\circ} 33'$ East by the northeasterly sideline of said Parcel I of the within deed of conveyance a distance of 285 feet to a point;

BK 8300 PG 34

Thence South 16° 33' 59" West by Parcel I of the within deed of conveyance a distance of 226.01 feet to a stone wall marking the point in place of beginning.

ALSO CONVEYING all right, title and interest of the Trustees of T.C.Y.C. Trust in and to the islands shown on the plan

prepared by Thomas J. Ober, said islands being designated thereon as Silly Silly Island and Thatch Bed Island and any and all other land owned by the Trustees of T.C.Y.C. Trust in Kennebunkport, York County, Maine.

Reference is made to the following plans recorded with the York County, Maine, Registry of Deeds:

1. Plan prepared by Thomas J. Ober for T.C.Y.C. Reservation, Inc. "showing stone walls, buildings, gravel, auto roads as they are now and some lot locations and bound as they were shown on a plan made for Gorham N. Norton in April, 1911, by John H. Anderson" which plan is dated 1961 and was recorded on May 14, 1963, in said Registry of Deeds in Plan Book 40, Page 19;
2. "A Portion of the Frost and Eaton Property in Kennebunkport, Maine" dated February 1988, prepared by A.W.R. Engineering Co. and recorded in said Registry of Deeds in Plan Book 158, Page 14;
3. Standard Boundary Survey of Tax Lots U-9-52 and U-9-53B Frost Lane and Turbat's Creek Road, Kennebunkport, York County, Maine, prepared for Malcolm H. Frost, Jr. et al by White Mountain Design Group, Inc. dated June 5, 1993 and recorded in said York County, Maine Registry of Deeds in Plan Book 213, Page 29.

The premises above-described are conveyed subject to and with the benefit of all easements, restrictions, rights-of-way of record and in force and applicable, including but not limited to the following:

1. Three (3) certain easements granted by Malcolm H. Frost and Mathilde G. Frost, Central Maine Power Company and New England Telephone and Telegraph Company for the installation of poles and lines the first dated September 15, 1964 and recorded in the said York County, Maine, Registry of Deeds in Book 1636, Page 416; the second dated September 15, 1964 and recorded in said Registry of Deeds in Book 1636, Page 417; and the third dated January 13, 1973 and recorded in said Registry of Deeds in Book 1988, Page 17.
2. A pole line easement from James H. Eaton and Mildred F. Eaton to Central Maine Power Company and New England Telephone and Telegraph Company dated October 26, 1955 and recorded in the said York County, Maine, Registry of Deeds in Book 1318, Page 80.
3. These easements appurtenant to the land located northerly of the premises herein conveyed as set forth in a deed from

BK8300 PG032

Felicia Sholik to Malcolm H. Frost et al dated November 26, 1966 and recorded in said York County, Maine, Registry of Deeds in Book 1750, Page 485.

4. View easements and building restriction easements in favor of the premises located to the north of the premises herein conveyed as described in the said deed from Felicia Sholik to Malcolm H. Frost et al recorded in said York County, Maine, Registry of Deeds in Book 1750, Page 485 and also as shown on the above mentioned plan recorded in said York County, Maine, Registry of Deeds in Plan Book 213, Page 29.
5. Reservations contained in a deed from Nicholas Frost et al to the Trustees of T.C.Y.C. Trust dated February 17, 1988 and recorded in said York County, Maine, Registry of Deeds in Book 4625, Page 255 and a further deed from Fleet Bank of Maine to the Trustees of T.C.Y.C. Trust dated November 25, 1991 and recorded in said York County, Maine, Registry of Deeds in Book 3900, Page 263.
6. Easements and restrictions benefiting the land parcels of land described in the within conveyances as set forth in the deed of Felicia Sholik to Malcolm H. Frost et al dated November 26, 1966 and recorded in said York County, Maine, Registry of Deeds in Book 1750, Page 485.
7. A certain sewer easement as set forth in a deed of Stephen Knight G. Glauz-Todrank to the Trustees of T.C.Y.C. Trust dated December 26, 1990 and recorded in the said York County, Maine, Registry of Deeds in Book 5617, Page 213.

Meaning and intending to convey those premises conveyed to the Trustees of T.C.Y.C. Trust by the three (3) deeds:

- a) Deed of James H. Eaton III et al to James H. Eaton III et al as Trustees of T.C.Y.C. Trust by deed dated December 30, 1986 and recorded in the York County, Maine, Registry of Deeds in Book 4141, Page 98;
- b) Deed of Malcolm Frost et al to Charlotte E. Burr et al as Trustees of T.C.Y.C. Trust dated February 17, 1986 and recorded in said York County, Maine, Registry of Deeds in Book 4625, Page 252; and
- c) Deed of Nicholas Frost et al to Charlotte E. Burr et al as Trustees of T.C.Y.C. Trust dated February 17, 1988 and recorded in said York County, Maine, Registry of Deeds in Book 4625, Page 255.

And by quitclaim all other land owned by the Trustees of T.C.Y.C. Trust in Kennebunkport, York County, Maine.

BK 8300 PG 033

The above described property is conveyed subject to and together with the following:

- from Stephen Glauz-Todemk et. AL.
1. Sewer easement dated To BE recorded with the York County Registry of Deeds in Book at Page
 2. Restrictive Covenants dated December 5, 1996 recorded with said York County Registry of Deeds in Book 8094, at Page 171.

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BYLAWS
OF
THE TURBAT'S CREEK PRESERVE
CONDOMINIUM ASSOCIATION
A MAINE NONPROFIT CORPORATION

ARTICLE I

General Provisions

A. Applicability. These Bylaws provide for the governance of The Turbat's Creek Preserve Condominium Association pursuant to the requirements of Article 3 of the Maine Condominium Act ("the Act") of Title 33, Chapter 31 of the Maine Revised Statutes Annotated of 1964, as amended, for The Turbat's Creek Preserve Condominium, created under the Declaration of Condominium for The Turbat's Creek Preserve Condominium dated June 13, 1997 duly recorded with the York County Registry of Deeds. All Unit Owners, mortgagees, lessees and occupants of the Units are subject to these Bylaws. It is noted that the Declaration supersedes these Bylaws whenever provisions conflict or rights are reserved for matters that do not require the Association to actively manage the Condominium. Further, the provisions hereof are subject to the Declarants Reserved Rights as set forth in said Declaration.

B. Office. The office of the Association and the Executive Board shall be located at the Condominium or at such other place as may be designated from time to time by the Executive Board.

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ARTICLE II

The Association

A. Membership. The Association shall consist exclusively of all of the Unit Owners, or following termination of the Condominium of all former Unit Owners entitled to distributions of proceeds under Section 1602-118 of the Act, or their heirs, successors or assigns, acting as a group in accordance with the Act, the Declaration and these Bylaws. Membership is transferrable only as provided in the Declaration or these Bylaws. The membership of a Unit Owner shall terminate upon the conveyance, transfer or other disposition of his interest in the Unit, whereupon his membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferrable.

The Association shall have the responsibility of administering the Condominium, maintaining and repairing the Common Elements and Limited Common Elements of the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

B. Annual Meetings. The annual meetings of the Association shall be held on the first Wednesday of June of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding day that is not a holiday. At annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of these Bylaws (subject to the provisions of the Declaration) and such other business as may properly come before the meeting may be transacted.

The Executive Board may vote to hold the Annual Meeting on another day, said date not to be more than 60 days before or after the first Wednesday of June each year.

C. Place of Meetings. Meetings of the Association shall be held at the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

D. Special Meetings. The President or Secretary shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed by two (2) Unit Owners and presented to the Secretary.

E. Notice of Meetings. The Secretary shall give to each Unit Owner a written notice of each annual, regularly scheduled or special meeting of the Association at least ten but not more than sixty days, prior to such meeting. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed

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amendment to the Declaration or Bylaws, any budget changes and any proposal to remove a member of the Executive Board or officer. The giving of a notice of meeting shall be in the manner provided for in these Bylaws.

F. Quorum. Except as set forth above, the presence in person or by proxy of seventy-five percent (75%) of Unit Owners at the commencement of a meeting shall be necessary to constitute a quorum at all meetings of the Unit Owners Association.

G. Voting. During the Declarant Control Period, the Declarant shall be entitled to, and cast all votes of the membership, and appoint the Executive Board. Thereafter, each Unit shall be entitled to vote as set forth in the Declaration. If the Unit Owner is a corporation, joint venture, partnership or unincorporated association, the person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the Owner for voting purposes. Where the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary, or in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, then such vote shall be cast only in

BK8300 PG038

accordance with their unanimous agreement pursuant to Section 1603-110(a) of the Act. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association. There shall be no cumulative or class voting.

H. Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by other owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates 11 months after its date, unless it specifies a shorter term.

I. Adjournment of Meeting. If at any meeting of the Association a quorum is not present, the Unit Owners entitled to cast a majority of the votes represented at such meeting may

3300 PG039

adjourn the meeting to such time after the time for which the original meeting was called as they shall agree.

J. Conduct of Meetings. The President (or in his absence, the Secretary) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring at such meeting.

K. Powers. The Unit Owners Association shall have all powers provided to such associations by law and by the Act, including, without limitation, the power to:

- (1) Adopt and amend bylaws and rules and regulations;
- (2) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners;
- (3) Hire and terminate managing agents and other employees, agents and independent contractors;
- (4) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself on matters affecting the Condominium;
- (5) Make contracts and incur liabilities;
- (6) Regulate the use, maintenance, repair, replacement and modification of Common Elements, except as set forth in the Declaration;
- (7) Cause additional improvements to be made as a part of the Common Elements, except as set forth in the Declaration;

BK 8300 PG 040

(8) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, provided that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 1603-112 of the Act;

(9) Grant easements, leases, licenses and concessions through or over the Common Elements;

(10) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association;

(11) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

(12) Provide for the indemnification of its officers and Executive Board and maintain liability insurance for them;

(13) Operate, maintain and repair the Common Elements and the Limited Common Elements;

(14) Exercise any other powers conferred by the Declaration;

(15) Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association; and

(16) Exercise any other powers necessary and proper for the governance and operation of the Association and the Condominium.

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ARTICLE III

Executive Board

A. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. During the Declarant Control Period, the Declarant shall appoint the Executive Board. Thereafter, the Executive Board shall be composed of any two(2) Unit Owners duly elected.

B. Powers. The Executive Board may act in all instances on behalf of the Association except as provided for in the Declaration, these Bylaws, and the Act (including, without limitation, Section 1603-103 (b)):

C. Nomination and Term of Office. During the Declarant Control Period, the Declarant shall appoint the Executive Board. Thereafter, the Executive Board shall be elected by majority vote of Unit Owners. The members of the Executive Board shall hold office until the earlier to occur of the appointment of their respective successors, their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms.

D. Removal or Resignation of Members of the Executive Board.

A member of the Executive Board may resign at any time and, shall be deemed to have resigned upon transfer of title to his Unit.

E. Vacancies. Vacancies in the Executive Board shall be filled by an appointment from the Unit Owners in the same manner as original appointment. Each person so appointed shall be a

BK8300 PG042

member of the Executive Board for the remainder of the term of the member being replaced, and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled.

F. Regular Meetings. Regular meetings of the Executive Board shall be held on a regular basis at such time and place as shall be determined from time to time by the Board members. Notice of regular meetings of the Executive Board shall be given to each member, by mail or hand delivery, at least seven (7) days prior to the day named for such meeting.

G. Special Meetings. Special meetings of the Executive Board may be called by the President on at least five days' notice to each Board member, given by mail or hand delivery, which notice shall state the time, place and purpose of the meeting.

H. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in

BK8300 PG043

writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

I. Quorum of the Executive Board. At all meetings of the Executive Board, seventy-five percent (75%) of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, the members present must adjourn the meeting to a later time. At any reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

J. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties; provided, however, that all such expenses must be authorized in advance by the Board.

K. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and all

BK8300 PG044

transactions and proceedings occurring at such meetings.

ARTICLE IV

Officers

A. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer. The officers shall be appointed by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgement may be necessary. The President and Secretary shall be members of the Executive Board. Any other officers may, but need not be, Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.

B. Appointment of Officers. The officers of the Association shall be appointed annually by the members of the Executive Board at a regular meeting of the Board and shall hold office at the pleasure of the Executive Board.

C. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

D. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board.

E. Secretary. The Secretary shall take the place of the President and perform the duties of the President whenever the

BK8300 PG045

President shall be absent or unable to act. If neither the President nor the Secretary is able to act, the Executive Board shall appoint some other member of the Executive Board to act in place of the President, on an interim basis. The Secretary shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct.

F. Treasurer. The Treasurer shall be responsible for financial and fiscal matters and shall maintain all books, records, ledgers, and checking accounts, relative thereto. The Treasurer need not be a Unit Owner.

ARTICLE V

Common Expenses and Budgets

A. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

B. Preparation and Approval of Budget.

1. On or before the first day of November of each year the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements, and the cost of wages, materials, insurance premiums, services, supplies and

BK8300 PG046

other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate and allocate Limited Common Expenses among Unit Owners. Unless at the ratification meeting Unit Owners holding seventy-five percent (75%) of the votes in the Association reject the budget, the budget is ratified. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

2. The budget shall constitute the basis for determining each Unit Owners' assessments for Common Expenses and Limited Expenses of the Association and shall automatically take effect at the beginning of the fiscal year from which it is adopted, subject to the terms hereof.

3. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

BK 8300 PG 047

C. Assessment and Payment of Common Expenses.

1. Common Expenses. The Executive Board shall calculate the annual assessments for Common Expenses against each Unit by multiplying (a) the total amount of the estimated funds required for the operation of the Condominium set forth in the budget adopted by the Executive Board for the fiscal year in question by (b) the Percentage Allocated Interest (expressed in decimal form) allocated to such Unit and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on an annual basis and not on an annual basis payable in monthly installments shall be due and payable on the first day of each calendar month, and shall be a lien against each Unit Owner's Unit as provided in the Act and Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the executive Board may determine.

BK8300 PG048

2. Limited Expenses. Limited Expenses are those Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element and shall be assessed against the Unit or Units to which that Limited Common Element has been assigned or allocated.

3. Other Assessments and Reserves. The Association may build up and maintain reasonable reserves for working capital, operations, contingencies, insurance deductibles and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves.

4. Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided above.

5. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue

BK8300 PG049

to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

6. Account and Audits. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices.

7. Limitations on Expenditure and Borrowing. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of Unit Owners entitled to cast seventy-five percent (75%) of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to (i) expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of actual expenses (including reserves) to exceed the approved budget by more than ten percent (10%) after taking into account any projected increase in income, and (ii) to borrow money.

8. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for

BK8300 PG050

the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. All assessments against a Unit shall be the personal obligation of the Owner of that unit at the time the assessment becomes due, and liability for such assessments shall not pass to the purchaser of the Unit unless the purchaser agrees to assume the obligation. Any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) days following a written request therefor to the Executive Board. Such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statements. Subject to the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the expiration of the term of redemption under such mortgage, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

9. Lien for Assessments. The total annual assessment levied against each Unit for Common Expenses including Limited Common Expenses, revised Common Expenses including Limited Common Expenses, or any special assessment, and any other sums duly levied against the Unit pursuant to the Declaration, these Bylaws

or the Act, including Limited Common Expenses assessed against Unit Owners for maintenance, repair or replacement of a Limited Common Element pursuant to the Declaration, all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof and fines, penalties and fees as provided in the Declaration or these Bylaws shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against the Unit in favor of the Association from the date upon which such assessment or other such sum becomes due as provided in Section 1603-116 of the Act. Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first mortgage recorded before the date which the assessments sought to be enforced becomes delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. 4651 and 18-A M.R.S.A. 201, et seq., as they or their equivalents may be amended or modified from time to time. The Association may impose an interest penalty for any payment for an assessment which is more than ten (10) days late.

10. Statement of Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from each Unit Owner as required by the Act, or the resale

BK8300 PG052

certificate and documents required by the terms of the Act. The Association reserves the right to charge the Unit Owner requesting such statements or certificates for the cost of preparation of the same, which charge shall be assessed as an assessment against the Unit pursuant to the Maine Condominium Act.

ARTICLE VI

Compliance and Default

Each Unit Owner shall be governed by, and shall comply with all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time.

A. Appeal and Hearing Procedure; Actions by Owners. No Unit Owner shall have the right to object, challenge, commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following such procedures as are established in this Paragraph and as may be established by the Executive Board by rule or regulation consistent with the provisions of this Paragraph. The Executive Board shall hear appeals from Unit Owners from (a) the determinations by the Executive Board on alleged violations of the Condominium Documents (other than violations with respect to assessment obligations) and (b) the enactment of rules and regulations of the Association. The Executive Board shall hold a hearing on any such appeal within thirty (30) days after the receipt by the Executive Board of a

BK 8300 PG 054

formal notice of appeal from a Unit Owner. A decision shall be issued in writing by the Executive Board within ten (10) days after the conclusion of the hearing. In hearings before the Executive Board all parties shall be entitled to be represented by counsel. Unless the internal remedies provided by this Paragraph and such rules and regulations as may be promulgated by the Executive Board shall be expressly waived by the Association, or the Association fails or refuses to act after being requested in writing to do so, no action at law or in equity shall be commenced by any Unit Owner until such internal remedy is pursued to exhaustion. Any action by a Unit Owner against any other Unit Owner or resident or the Association arising out of any term, covenant or condition contained in the Condominium Documents or any rule or regulation made pursuant thereto shall be subject to the same procedures.

B. Noncompliance. Subject to prior compliance with the procedures established in Article VI, A. hereof, the failure of a Unit Owner to comply with the Declaration, these Bylaws and the rules and regulations of the Association shall entitle the Association and Executive Board to the remedies provided herein and in the Act, none of which shall be exclusive of any other remedies:

1. Suits. Failure to comply with the terms of the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, as the same may be amended from time to time, shall entitle the Association or any aggrieved Unit Owner to sue

BK8300 PG053

for the recovery of damages or for injunctive relief, or both. Such relief shall not be exclusive of other remedies provided by law.

2. **Costs and Attorney's Fees.** In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Bylaws or rules and regulations adopted pursuant thereto, the Executive Board, if the prevailing party, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

ARTICLE VII

Amendments

A. Amendments to Bylaws. During the Declarant Control Period, the Declarant may amend these Bylaws. Therefore, these may be modified or amended only by vote of Unit Owners entitled to cast one hundred percent (100%) of the votes in the Association, except as otherwise expressly set forth herein or in the Act. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act of the Declaration, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from legal counsel to the effect that the proposed amendment is permitted by the terms of this

BK 8300 PG 055

sentence.

B. Approval of Mortgages. The Declaration contains provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of the Declaration or these Bylaws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.

C. Amendments to the Declaration. After compliance herewith, any officer or Executive Board member of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VIII

Insurance

A. Policies. Commencing no later than the time of the first conveyance of a Unit other than as security for an obligation to a person other than the Declarant, the Executive Board on behalf of the Association shall obtain, or cause to be obtained, and shall maintain as a Common Expense, the policies of insurance described herein to the extent such policies shall be reasonably available from reputable insurance companies. To the extent that said insurance is not reasonably available, the Executive Board on behalf of the Association shall give written

BK8300 PG056

notice of that fact to the Unit Owners and the Eligible Mortgage Holders of Mortgages of their Units by hand-delivery securing a receipt therefor, or by prepaid United States Mail, return receipt requested. To the extent that any of the insurance described herein shall become in the future no longer available, the Association shall obtain in substitution therefor such comparable insurance as shall then be available. The Executive Board of the Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Premises for the purpose of purchasing and maintaining the insurance described herein, the collection and appropriate disposition of the proceeds thereof with any bank or trust company authorized to do business in the State of Maine as trustee for all Unit Owners and their Mortgagees as their respective interests may appear (the "Insurance Trustee"), the negotiation of losses and execution of releases of liability, and the execution of all documents, and the performance of all other acts necessary to accomplish such purposes.

B. Liability Insurance. The Executive Board shall obtain and maintain as a Common Expense comprehensive general public liability insurance and property damage insurance in such limits as the Board may from time to time determine, insuring each Executive Board member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owner and the Declarant against any liability to the public or to

BK8300 PG057

the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage arising out of, or incident to, the operation, maintenance, ownership or use of the Common Elements, public ways and other areas under the Association's supervision and/or relating to any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; and (iii) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner. The Executive Board shall review such limits once each year.

C. Other Insurance. The Executive Board may obtain and maintain as a Common Expense:

- (1) To the extent available, "directors' and officers'" liability insurance to satisfy indemnification obligations of the Association;
- (2) Endorsements for coverage required by any eligible mortgage holder, including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

BK 8300 PG 058

- (3) flood insurance in accordance with the then applicable regulations of such agency;
- (4) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and
- (5) such other insurance as the Executive Board may determine or as may be requested from time to time by the Unit Owners.

D. Memoranda, Cancellation, Additional Required Provisions.

All insurers that shall issue an insurance policy or policies under this Paragraph shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee. All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation or non-renewal has been mailed to the Executive Board, the managing agent, and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. All policies under this Article shall in addition contain the following provisions:

- 1. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Executive Board, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

BK8300 PG059

2. The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

E. Separate Insurance. Each Unit Owner shall be required, at its own expense, to obtain casualty insurance for its own Unit (and the Limited Common Elements appertaining thereto) and for its own benefit for the full replacement value thereof and to obtain insurance coverage upon its personal property and for its individual liability as well as upon any improvements made by it to its Unit under coverage normally called "improvements and betterments coverage". All such policies shall contain waivers of subrogation, and the terms and amounts of coverage shall be subject to appraisal by the Executive Board. Each Unit Owner shall be required to provide evidence of such insurance (by way of a Certificate of Insurance) to the Association.

ARTICLE IX

Miscellaneous

A. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by certified mail, return receipt requested, postage prepaid, (i) if to a Unit Owner, at the address of the Unit Owner, or (ii) if to the Association or the Executive Board, at such address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such Person who so designates a single

BK 8300 PG 060

address in writing to the secretary shall be entitled to receive all notices hereunder.

Notice of matters affecting the Condominium shall be given to Unit Owners in writing and shall be deemed to have been given if delivered personally or sent by United States mail, postage prepaid or if notification is of a default or lien, then by registered or certified mail, return receipt requested, postage prepaid, to a Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no address is designated, at the address of the Unit. If a Unit is owned by more than one person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder. All notices to the Association shall be directed to the office of the corporation as listed with the records of the Secretary of State for the State of Maine.

B. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

RECEIVED YORK S.S.

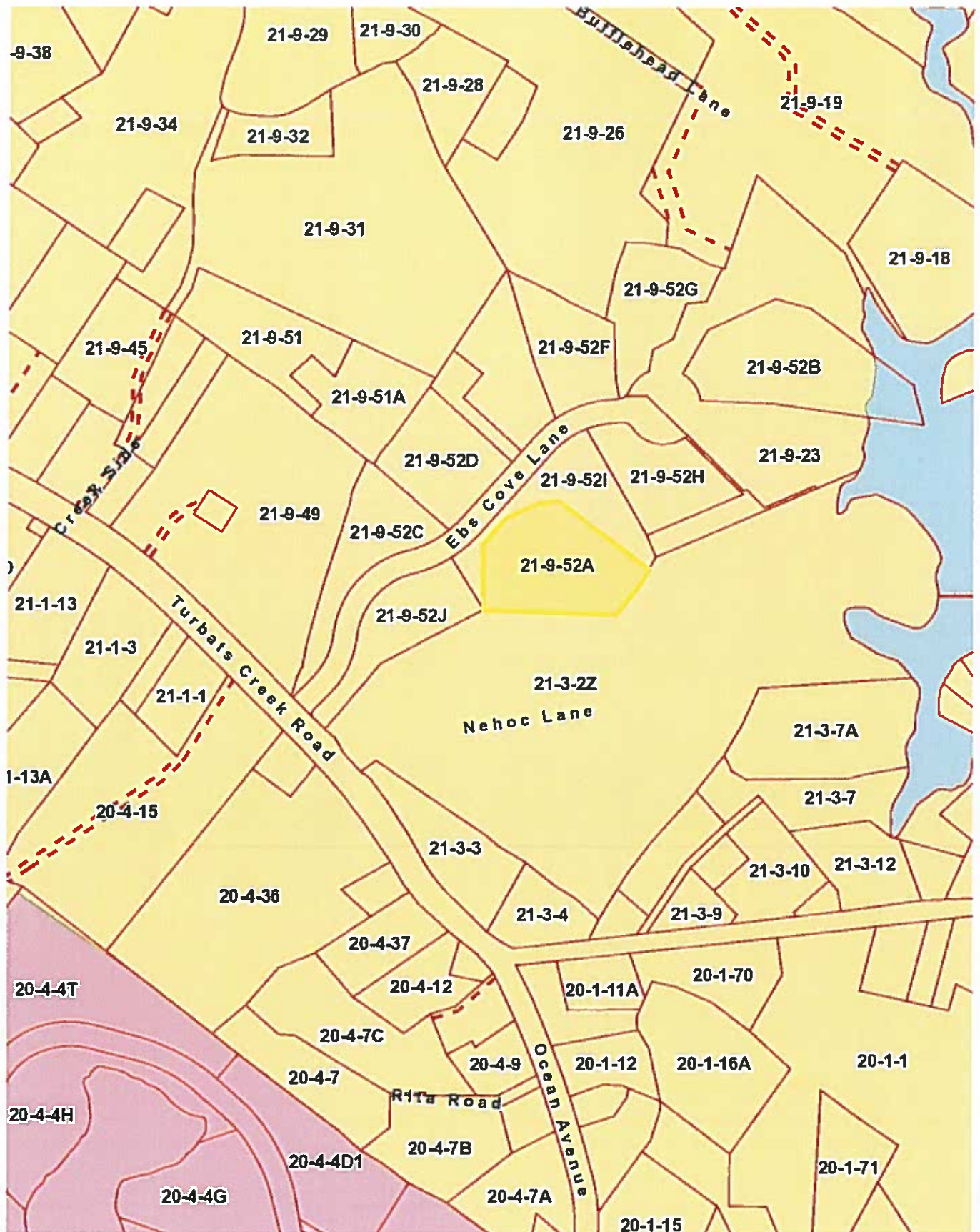
97 JUN 16 AM 10:11

-27-

ATTEST: *Louis M. Blum*
REGISTER OF DEEDS

→ Bernstein, Shur, Sawyer & Nelson

List of Abutters



TAX MAP EXHIBIT
PARCEL 21-9-52A





200 foot Abutters List Report

Kennebunkport, ME
October 12, 2022

Subject Properties:

Parcel Number: 21-3-2Z
CAMA Number: 21-3-21
Property Address: 11 NEHOC LANE

Mailing Address: COSTA, ALLEGRA
112 WELLS HILL ROAD
EASTON, CT 06612

Parcel Number: 21-3-2Z
CAMA Number: 21-3-23
Property Address: 12 NEHOC LANE

Mailing Address: COX, KAY H
637 S OWL DRIVE
SARASOTA, FL 34236

Parcel Number: 21-3-2Z
CAMA Number: 21-3-24
Property Address: 15 NEHOC LANE

Mailing Address: PATRICIA A GALLAGHER REVOCABLE
TRUST
PO BOX 728
HOLLIS, NH 03049

Parcel Number: 21-3-2Z
CAMA Number: 21-3-27
Property Address: NEHOC LANE

Mailing Address: KPORT TRUST, LLC
3 TOWER FIELD LANE
LINCOLN, MA 01773

Parcel Number: 21-3-2Z
CAMA Number: 21-3-28
Property Address: NEHOC LANE

Mailing Address: KPORT TRUST, LLC
3 TOWER FIELD LANE
LINCOLN, MA 01773

Parcel Number: 21-3-2Z
CAMA Number: 21-3-29
Property Address: 18 NEHOC LANE

Mailing Address: COOPERMAN, MICHAEL S & ARCHER,
ANNE
PO BOX 230
MANCHESTER, VT 05254

Parcel Number: 21-3-2Z
CAMA Number: 21-3-2Z
Property Address: 10-15 NEHOC LANE #MAIN

Mailing Address: TURBATS CREEK PRESERVE CONDO

Abutters:

Parcel Number: 20-1-11A
CAMA Number: 20-1-11A
Property Address: 53 TURBATS CREEK ROAD

Mailing Address: SCHMIDT, STEPHEN R & ELIZABETH
53 TURBATS CREEK ROAD
KENNEBUNKPORT, ME 04046-6503

Parcel Number: 20-1-11B
CAMA Number: 20-1-11B
Property Address: 331 OCEAN AVENUE

Mailing Address: SCHMIDT, BRUCE W & JILL K
331 OCEAN AVENUE
KENNEBUNKPORT, ME 04046

Parcel Number: 20-1-16A
CAMA Number: 20-1-16A
Property Address: FIELD POINT ROAD

Mailing Address: MATTHEWS, ROBERT R & TARA LYN
66 POWERS ROAD
WESTFIELD, MA 01886



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Page 1 of 4

Abutters List Report - Kennebunkport, ME



200 foot Abutters List Report

Kennebunkport, ME
October 12, 2022

Parcel Number: 20-1-70
CAMA Number: 20-1-70
Property Address: 55 TURBATS CREEK ROAD

Mailing Address: MCMULLEN, MIRRIE & COHEN, BARRIE
55 TURBATS CREEK ROAD
KENNEBUNKPORT, ME 04046

Parcel Number: 20-4-13
CAMA Number: 20-4-13
Property Address: 43 TURBATS CREEK ROAD

Mailing Address: BAPTIST SOCIETY OF MAINE
PO BOX B
KENNEBUNKPORT, ME 04046

Parcel Number: 20-4-14
CAMA Number: 20-4-14
Property Address: 39 TURBATS CREEK ROAD

Mailing Address: MCKAY, SALLY M
39 TURBATS CREEK ROAD
KENNEBUNKPORT, ME 04046

Parcel Number: 20-4-15
CAMA Number: 20-4-15
Property Address: 35 TURBATS CREEK ROAD

Mailing Address: MATTHEWS, MITCHELL F & EMILY W
23 WARD ROAD
KENNEBUNKPORT, ME 04046

Parcel Number: 20-4-36
CAMA Number: 20-4-36
Property Address: 41 TURBATS CREEK ROAD

Mailing Address: RHUMB LINE MOTOR LODGE INN
41 TURBATS CREEK ROAD
KENNEBUNKPORT, ME 04046-6502

Parcel Number: 20-4-37
CAMA Number: 20-4-37
Property Address: 45 TURBATS CREEK ROAD

Mailing Address: SCHWEMM, HEATHER
45 TURBATS CREEK ROAD
KENNEBUNKPORT, ME 04046

Parcel Number: 21-13-1
CAMA Number: 21-13-1
Property Address: 86 TURBATS CREEK ROAD

Mailing Address: UNCLE GF BABA FAMILY IRREVOCABLE
TRUST
C/O M&JC PROPERTY MANAGEMENT
480 ROUTE 101
BEDFORD, NH 03110

Parcel Number: 21-3-10
CAMA Number: 21-3-10
Property Address: 58 TURBATS CREEK ROAD

Mailing Address: LANG, ROBERT E
134 PORT ROAD
KENNEBUNK, ME 04043

Parcel Number: 21-3-16
CAMA Number: 21-3-16
Property Address: 92 TURBATS CREEK ROAD

Mailing Address: NOYES, MONICA B L
52 WILDES DISTRICT ROAD
KENNEBUNKPORT, ME 04046

Parcel Number: 21-3-17
CAMA Number: 21-3-17
Property Address: 90 TURBATS CREEK ROAD

Mailing Address: HARRINGTON, TIMOTHY
2 LIVEWELL DR., SUITE 203
KENNEBUNK, ME 04043

Parcel Number: 21-3-17A
CAMA Number: 21-3-17A
Property Address: 88 TURBATS CREEK ROAD

Mailing Address: HARRINGTON, TIMOTHY
2 LIVEWELL DR., SUITE 203
KENNEBUNK, ME 04043

Parcel Number: 21-3-2A
CAMA Number: 21-3-2A
Property Address: 29 NEHOC LANE

Mailing Address: SAHIN, KENAN E
3 TOWER FIELD LANE
LINCOLN, MA 01773



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Page 2 of 4



200 foot Abutters List Report

Kennebunkport, ME
October 12, 2022

Parcel Number: 21-3-3
CAMA Number: 21-3-3
Property Address: 46 TURBATS CREEK ROAD

Mailing Address: GANGER, NANCY L & WARD L
46 TURBATS CREEK ROAD
KENNEBUNKPORT, ME 04046

Parcel Number: 21-3-4
CAMA Number: 21-3-4
Property Address: 48 TURBATS CREEK ROAD

Mailing Address: BRIAN M ROSSI REVOCABLE TRUST
2 FIELDSDRIVE DRIVE
CUMBERLAND, RI 02864

Parcel Number: 21-3-5
CAMA Number: 21-3-5
Property Address: 52 TURBATS CREEK ROAD

Mailing Address: MEIER FAMILY TRUST
C/O PATTI DEAN 3501 BELLFLOWER
LANE #207
ROCKVILLE, MD 20852

Parcel Number: 21-3-6
CAMA Number: 21-3-6
Property Address: 52 TURBATS CREEK ROAD
#REAR

Mailing Address: JAMES H KIRSCH REVOCABLE TRUST
OF 1997
27 LEXINGTON DRIVE
ATKINSON, NH 03811-2178

Parcel Number: 21-3-6
CAMA Number: 21-3-6
Property Address: 52 TURBATS CREEK ROAD
#REAR

Mailing Address: JAMES H KIRSCH REVOCABLE TRUST
OF 1997
7 RIVERWOODS DR., APT P204
EXETER, NH 03833

Parcel Number: 21-3-6
CAMA Number: 21-3-6
Property Address: 52 TURBATS CREEK ROAD
#REAR

Mailing Address: JAMES H KIRSCH REVOCABLE TRUST
OF 1997
27 LEXINGTON DRIVE
ATKINSON, NH 03811-2178

Parcel Number: 21-3-6
CAMA Number: 21-3-6
Property Address: 52 TURBATS CREEK ROAD
#REAR

Mailing Address: JAMES H KIRSCH REVOCABLE TRUST
OF 1997
7 RIVERWOODS DR., APT P204
EXETER, NH 03833

Parcel Number: 21-3-7
CAMA Number: 21-3-7
Property Address: 6 BEACH ROSE LANE

Mailing Address: GLAUZ-TODRANK, STEPHEN K
14000 LONG RIDGE ROAD
LAS GATOS, CA 95033

Parcel Number: 21-3-7A
CAMA Number: 21-3-7A
Property Address: 10 BEACH ROSE LANE

Mailing Address: TMW PROPERTIES, LLC
358 ROCK ISLAND RD
QUINCY, MA 02169

Parcel Number: 21-3-8
CAMA Number: 21-3-8
Property Address: TURBATS CREEK ROAD

Mailing Address: GLAUZ-TODRANK, STEPHEN
14000 LONG RIDGE ROAD
LAS GATOS, CA 95033

Parcel Number: 21-3-9
CAMA Number: 21-3-9
Property Address: 56 TURBATS CREEK ROAD

Mailing Address: MCLEAN, GLADYS H
56 TURBATS CREEK ROAD
KENNEBUNKPORT, ME 04046-6500

Parcel Number: 21-9-23A
CAMA Number: 21-9-23A
Property Address: EBS COVE LANE

Mailing Address: TIDES END, LLC
22 EBS COVE LANE
KENNEBUNKPORT, ME 04046



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10/12/2022

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Page 3 of 4



200 foot Abutters List Report

Kennebunkport, ME
October 12, 2022

Parcel Number: 21-9-49
CAMA Number: 21-9-49
Property Address: 24 TURBATS CREEK ROAD

Mailing Address: MCLEAN, GLADYS H
24 TURBATS CREEK ROAD
KENNEBUNKPORT, ME 04046-6505

Parcel Number: 21-9-52A
CAMA Number: 21-9-52A
Property Address: 7 TIMBER LEDGE LANE

Mailing Address: SAHIN, KENAN E
3 TOWER FIELD LANE
LINCOLN, MA 01773

Parcel Number: 21-9-52B
CAMA Number: 21-9-52B
Property Address: 22 EBS COVE LANE

Mailing Address: HENRY, CHRISTIAN O & CHRISTA P
22 EBS COVE LANE
KENNEBUNKPORT, ME 04046

Parcel Number: 21-9-52C
CAMA Number: 21-9-52C
Property Address: 8 EBS COVE LANE

Mailing Address: DOYLE, JOHN P
354 CLARKS POND PKWY APT 310
SOUTH PORTLAND, ME 04106

Parcel Number: 21-9-52D
CAMA Number: 21-9-52D
Property Address: 12 EBS COVE LANE

Mailing Address: OCEAN COVE DEVELOPMENT, LLC
300 OCEAN AVENUE
KENNEBUNKPORT, ME 04046

Parcel Number: 21-9-52H
CAMA Number: 21-9-52H
Property Address: 17 EBS COVE LANE

Mailing Address: JEAN L WHITTAKER TRUST
17 EBS COVE LANE
KENNEBUNKPORT, ME 04046

Parcel Number: 21-9-52I
CAMA Number: 21-9-52I
Property Address: 15 EBS COVE LANE

Mailing Address: KPORT7 TRUST, LLC
3 TOWER FIELD LANE
LINCOLN, MA 01773

Parcel Number: 21-9-52J
CAMA Number: 21-9-52J
Property Address: 7 EBS COVE LANE

Mailing Address: SAHIN, KENT E
PO 920387
NEEDHAM, MA 02492

Parcel Number: 21-9-52F
CAMA Number: 21-9-52F
Property Address: 16 EBS COVE LANE

Mailing Address: KOVACS, GENE & HSU, AMY C
16 STOWE RD., APT B
SOUTHBOROUGH, MA 01772

Parcel Number: 21-9-52E
CAMA Number: 21-9-52E
Property Address: 14 EBS COVE LANE

Mailing Address: TIZA, LLC
16 PLATO TERRACE
WINCHESTER, MA 01890

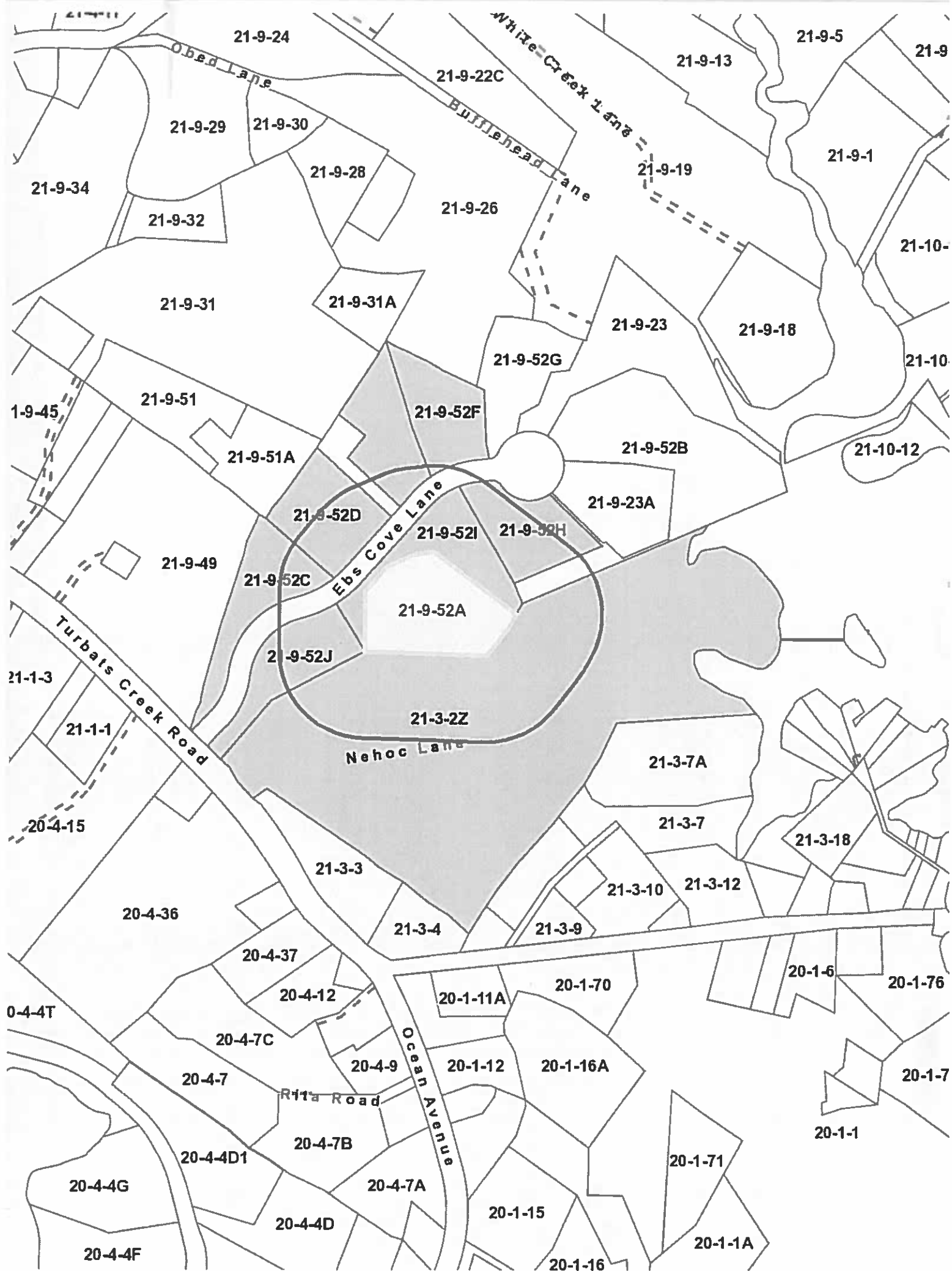


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Page 4 of 4





200 foot Abutters List Report

Kennebunkport, ME
October 12, 2022

Subject Property:

Parcel Number: 21-9-52A
CAMA Number: 21-9-52A
Property Address: 7 TIMBER LEDGE LANE

Mailing Address: SAHIN, KENAN E
3 TOWER FIELD LANE
LINCOLN, MA 01773

Abutters:

Parcel Number: 21-3-2Z
CAMA Number: 21-3-21
Property Address: 11 NEHOC LANE

Mailing Address: COSTA, ALLEGRA
112 WELLS HILL ROAD
EASTON, CT 06612

Parcel Number: 21-3-2Z
CAMA Number: 21-3-23
Property Address: 12 NEHOC LANE

Mailing Address: COX, KAY H
637 S OWL DRIVE
SARASOTA, FL 34236

Parcel Number: 21-3-2Z
CAMA Number: 21-3-24
Property Address: 15 NEHOC LANE

Mailing Address: PATRICIA A GALLAGHER REVOCABLE
TRUST
PO BOX 728
HOLLIS, NH 03049

Parcel Number: 21-3-2Z
CAMA Number: 21-3-27
Property Address: NEHOC LANE

Mailing Address: KPORT TRUST, LLC
3 TOWER FIELD LANE
LINCOLN, MA 01773

Parcel Number: 21-3-2Z
CAMA Number: 21-3-28
Property Address: NEHOC LANE

Mailing Address: KPORT TRUST, LLC
3 TOWER FIELD LANE
LINCOLN, MA 01773

Parcel Number: 21-3-2Z
CAMA Number: 21-3-29
Property Address: 18 NEHOC LANE

Mailing Address: COOPERMAN, MICHAEL S & ARCHER,
ANNE
PO BOX 230
MANCHESTER, VT 05254

Parcel Number: 21-3-2Z
CAMA Number: 21-3-2Z
Property Address: 10-15 NEHOC LANE #MAIN

Mailing Address: TURBATS CREEK PRESERVE CONDO

Parcel Number: 21-9-52C
CAMA Number: 21-9-52C
Property Address: 8 EBS COVE LANE

Mailing Address: DOYLE, JOHN P
354 CLARKS POND PKWY APT 310
SOUTH PORTLAND, ME 04106

Parcel Number: 21-9-52D
CAMA Number: 21-9-52D
Property Address: 12 EBS COVE LANE

Mailing Address: OCEAN COVE DEVELOPMENT, LLC
300 OCEAN AVENUE
KENNEBUNKPORT, ME 04046

Parcel Number: 21-9-52E
CAMA Number: 21-9-52E
Property Address: 14 EBS COVE LANE

Mailing Address: TIZA, LLC
16 PLATO TERRACE
WINCHESTER, MA 01890



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10/12/2022

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Page 1 of 2



200 foot Abutters List Report

Kennebunkport, ME
October 12, 2022

Parcel Number: 21-9-52F
CAMA Number: 21-9-52F
Property Address: 16 EBS COVE LANE

Mailing Address: KOVACS, GENE & HSU, AMY C
16 STOWE RD., APT B
SOUTHBOROUGH, MA 01772

Parcel Number: 21-9-52H
CAMA Number: 21-9-52H
Property Address: 17 EBS COVE LANE

Mailing Address: JEAN L WHITTAKER TRUST
17 EBS COVE LANE
KENNEBUNKPORT, ME 04046

Parcel Number: 21-9-52I
CAMA Number: 21-9-52I
Property Address: 15 EBS COVE LANE

Mailing Address: KPORT7 TRUST, LLC
3 TOWER FIELD LANE
LINCOLN, MA 01773

Parcel Number: 21-9-52J
CAMA Number: 21-9-52J
Property Address: 7 EBS COVE LANE

Mailing Address: SAHIN, KENT E
PO 920387
NEEDHAM, MA 02492



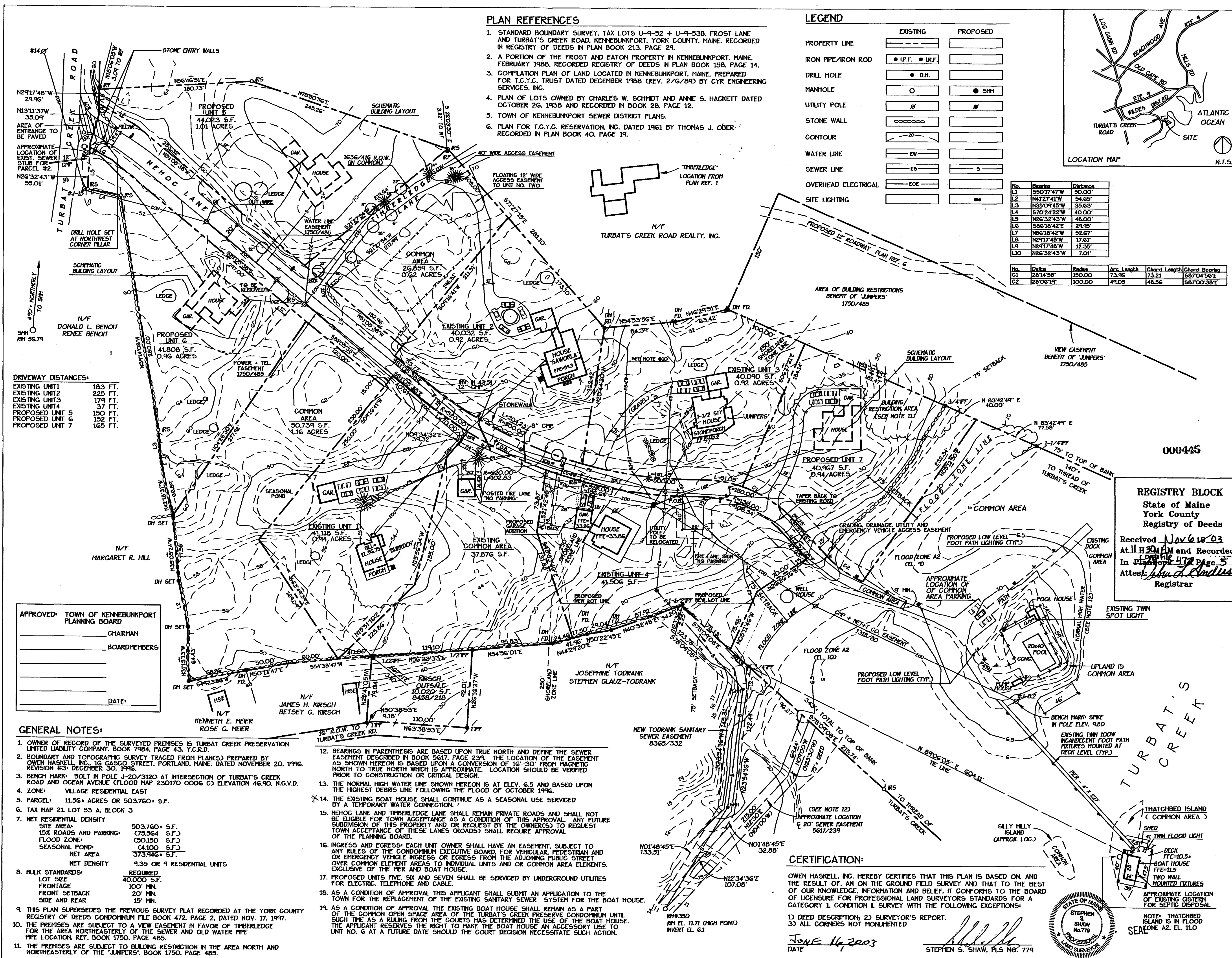
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10/12/2022

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Page 2 of 2

Abutters List Report - Kennebunkport, ME



PLAN REFERENCES

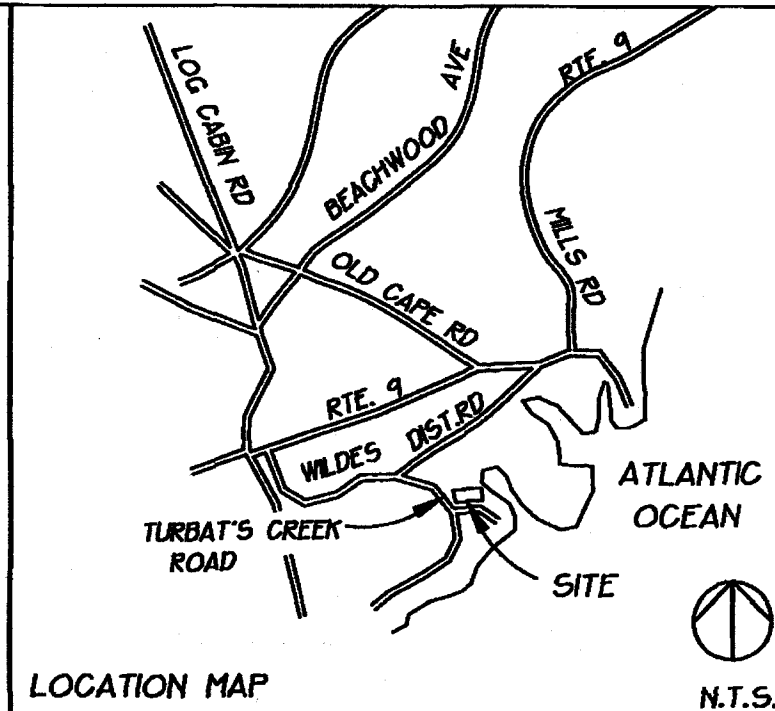
- 1. STANDARD BOUNDARY SURVEY, TAX LOTS U-9-52 + U-9-53B, FROST LANE AND TURBAT'S CREEK ROAD, KENNEBUNKPORT, YORK COUNTY, MAINE, RECORDED IN REGISTRY OF DEEDS IN PLAN BOOK 213, PAGE 24.
- 2. A PORTION OF THE FROST AND EATON PROPERTY IN KENNEBUNKPORT, MAINE, FEBRUARY 1988, RECORDED REGISTRY OF DEEDS IN PLAN BOOK 158, PAGE 14.
- 3. COMPILED PLAN OF LAND LOCATED IN KENNEBUNKPORT, MAINE, PREPARED FOR T.C.Y.C. TRUST DATED DECEMBER 1988 CREV. 2/6/89 BY CYR ENGINEERING SERVICES, INC.
- 4. PLAN OF LOTS OWNED BY CHARLES W. SCHMIDT AND ANNE S. HACKETT DATED OCTOBER 26, 1938 AND RECORDED IN BOOK 28, PAGE 12.
- 5. TOWN OF KENNEBUNKPORT SEWER DISTRICT PLANS.
- 6. PLAN FOR T.C.Y.C. RESERVATION, INC. DATED 1961 BY THOMAS J. OBER, RECORDED IN PLAN BOOK 40, PAGE 19.

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
IRON PIPE/IRON ROD	● L.P.F. ● L.R.F.	
DRILL HOLE	○ D.H.	
MANHOLE	○	● S.H.
UTILITY POLE	○	○
STONE WALL	—	—
CONTOUR	—	—
WATER LINE	EW	EW
SEWER LINE	ES	ES
OVERHEAD ELECTRICAL	EOC	EOC
SITE LIGHTING		●

No.	Bearing	Distance
L1	S50°17'47"W	50.00'
L2	N41°27'41"W	54.65'
L3	N35°04'45"W	35.63'
L4	S70°24'22"W	40.00'
L5	N26°32'43"W	48.00'
L6	S86°18'42"E	29.45'
L7	N86°18'42"W	52.67'
L8	N2°17'48"W	17.61'
L9	N2°17'48"W	12.35'
L10	N26°32'43"W	7.01'

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	25°14'56"	150.00	73.96	73.21	S87°04'56"E
C2	28°06'11"	100.00	49.05	48.56	S87°00'38"E



Prepared For:
Owner/Applicant:
TURBAT'S CREEK PRESERVATION LIMITED LIABILITY COMPANY
29 Nehoc Lane
P.O. Box 785
Kennebunkport, Maine 04046
Tel: (207) 867-4014

Prepared By:
MITCHELL & ASSOCIATES
Landscape Architects
The Staples School
70 Center Street
Portland, Maine 04101
Tel: (207) 774-4457
Fax: (207) 974-2460

OWEN HASKELL, INC.
Land Surveyors
16 Casco Street
Portland, Maine 04101
Tel: (207) 774-0424

TURBAT'S CREEK PRESERVE CONDOMINIUM

29 Nehoc Lane
Kennebunkport, Maine

DRIVEWAY DISTANCES:

EXISTING UNIT 1	183 FT.
EXISTING UNIT 2	225 FT.
EXISTING UNIT 3	174 FT.
EXISTING UNIT 4	37 FT.
PROPOSED UNIT 5	150 FT.
PROPOSED UNIT 6	152 FT.
PROPOSED UNIT 7	165 FT.

APPROVED: TOWN OF KENNEBUNKPORT PLANNING BOARD

CHAIRMAN

BOARD MEMBERS

DATE:

GENERAL NOTES:

- 1. OWNER OF RECORD OF THE SURVEYED PREMISES IS TURBAT CREEK PRESERVATION LIMITED LIABILITY COMPANY, BOOK 7984, PAGE 43, Y.C.R.D.
- 2. BOUNDARY AND TOPOGRAPHIC SURVEY TRACED FROM PLANS PREPARED BY OWEN HASKELL, INC., 16 CASCO STREET, PORTLAND, MAINE, DATED NOVEMBER 20, 1996. REVISION 1-31 DECEMBER 30, 1996.
- 3. BENCH MARK: BOLT IN POLE 1-20/3120 AT INTERSECTION OF TURBAT'S CREEK ROAD AND OCEAN AVENUE (FLOOD MAP 230170 0006 C) ELEVATION 46.90, N.G.V.D.
- 4. ZONE: VILLAGE RESIDENTIAL EAST
- 5. PARCEL: 1156+ ACRES OR 503,760+ S.F.
- 6. TAX MAP 21, LOT 53 A, BLOCK 3
- 7. NET RESIDENTIAL DENSITY:
SITE AREA: 503,760+ S.F.
15% ROADS AND PARKING: 75,564 S.F.
FLOOD ZONE: 50,150 S.F.
SEASONAL POND: 4,100 S.F.
NET AREA: 373,946+ S.F.
NET DENSITY: 9.35 OR 9 RESIDENTIAL UNITS
- 8. BULK STANDARDS:
LOT SIZE: 40,000 S.F.
FRONTAGE: 100' MIN.
FRONT SETBACK: 20' MIN.
SIDE AND REAR: 15' MIN.
- 9. THIS PLAN SUPERSEDES THE PREVIOUS SURVEY PLAT RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS CONDOMINIUM FILE BOOK 472, PAGE 2, DATED NOV. 17, 1997.
- 10. THE PREMISES ARE SUBJECT TO A VIEW EASEMENT IN FAVOR OF TIMBERLEDGE FOR THE AREA NORTHEASTERLY OF THE SEWER AND OLD WATER PIPE PIPE LOCATION, REF. BOOK 1750, PAGE 485.
- 11. THE PREMISES ARE SUBJECT TO BUILDING RESTRICTION IN THE AREA NORTH AND NORTHEASTERLY OF THE "JANFERS", BOOK 1750, PAGE 485.
- 12. BEARINGS IN PARENTHESES ARE BASED UPON TRUE NORTH AND DEFINE THE SEWER EASEMENT DESCRIBED IN BOOK 5617, PAGE 239. THE LOCATION OF THE EASEMENT AS SHOWN HEREON IS BASED UPON A CONVERSION OF 16'-30" FROM MAGNETIC NORTH TO TRUE NORTH WHICH IS APPROXIMATE. LOCATION SHOULD BE VERIFIED PRIOR TO CONSTRUCTION OR CRITICAL DESIGN.
- 13. THE NORMAL HIGH WATER LINE SHOWN HEREON IS AT ELEV. 6.5 AND BASED UPON THE HIGHEST DEBRIS LINE FOLLOWING THE FLOOD OF OCTOBER 1996.
- 14. THE EXISTING BOAT HOUSE SHALL CONTINUE AS A SEASONAL USE SERVICED BY A TEMPORARY WATER CONNECTION.
- 15. NEHOC LANE AND TIMBERLEDGE LANE SHALL REMAIN PRIVATE ROADS AND SHALL NOT BE ELIGIBLE FOR TOWN ACCEPTANCE AS A CONDITION OF THIS APPROVAL. ANY FUTURE SUBDIVISION OF THIS PROPERTY AND OR REQUEST BY THE OWNERS TO REQUEST TOWN ACCEPTANCE OF THESE LANES (ROADS) SHALL REQUIRE APPROVAL OF THE PLANNING BOARD.
- 16. INGRESS AND EGRESS: EACH UNIT OWNER SHALL HAVE AN EASEMENT, SUBJECT TO ANY RULES OF THE CONDOMINIUM EXECUTIVE BOARD, FOR VEHICULAR, PEDESTRIAN AND OR EMERGENCY VEHICLE INGRESS OR EGRESS FROM THE ADJOINING PUBLIC STREET OVER COMMON ELEMENT AREAS TO INDIVIDUAL UNITS AND OR COMMON AREA ELEMENTS, EXCLUSIVE OF THE PIER AND BOAT HOUSE.
- 17. PROPOSED UNITS FIVE, SIX AND SEVEN SHALL BE SERVICED BY UNDERGROUND UTILITIES FOR ELECTRIC, TELEPHONE AND CABLE.
- 18. AS A CONDITION OF APPROVAL THIS APPLICANT SHALL SUBMIT AN APPLICATION TO THE TOWN FOR THE REPLACEMENT OF THE EXISTING SANITARY SEWER SYSTEM FOR THE BOAT HOUSE.
- 19. AS A CONDITION OF APPROVAL THE EXISTING BOAT HOUSE SHALL REMAIN AS A PART OF THE COMMON OPEN SPACE AREA OF THE TURBAT'S CREEK PRESERVE CONDOMINIUM UNTIL SUCH TIME AS A RULING FROM THE COURTS HAS DETERMINED THE USE OF THE BOAT HOUSE. THE APPLICANT RESERVES THE RIGHT TO MAKE THE BOAT HOUSE AN ACCESSORY USE TO UNIT NO. 6 AT A FUTURE DATE SHOULD THE COURT DECISION NECESSITATE SUCH ACTION.

CERTIFICATION:

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS FOR A CATEGORY 1, CONDITION 1, SURVEY WITH THE FOLLOWING EXCEPTIONS:

- 1) DEED DESCRIPTION; 2) SURVEYOR'S REPORT.
 - 3) ALL CORNERS NOT MONUMENTED
- DATE: JUNE 14, 2003
- STEPHEN S. SHAW, P.L.S. NO. 779



000445

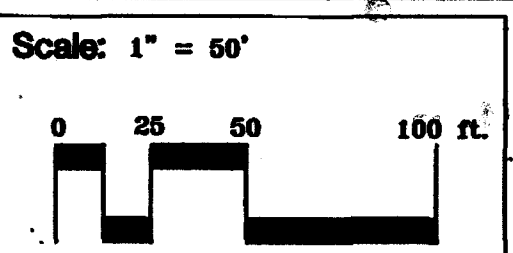
REGISTRY BLOCK
State of Maine
York County
Registry of Deeds
Received Nov 6 1998
At 11:30 AM and Recorded
In Book 472 Page 5
Attest: John A. Andrews
Registrar

Date:
January 23, 1998

- Revisions:
- Revised January 27, 1998 to reduce number of new units requested to 3 condominium units.
 - February 6, 1998
 - February 20, 1998
 - March 6, 1998
 - June 4, 2003

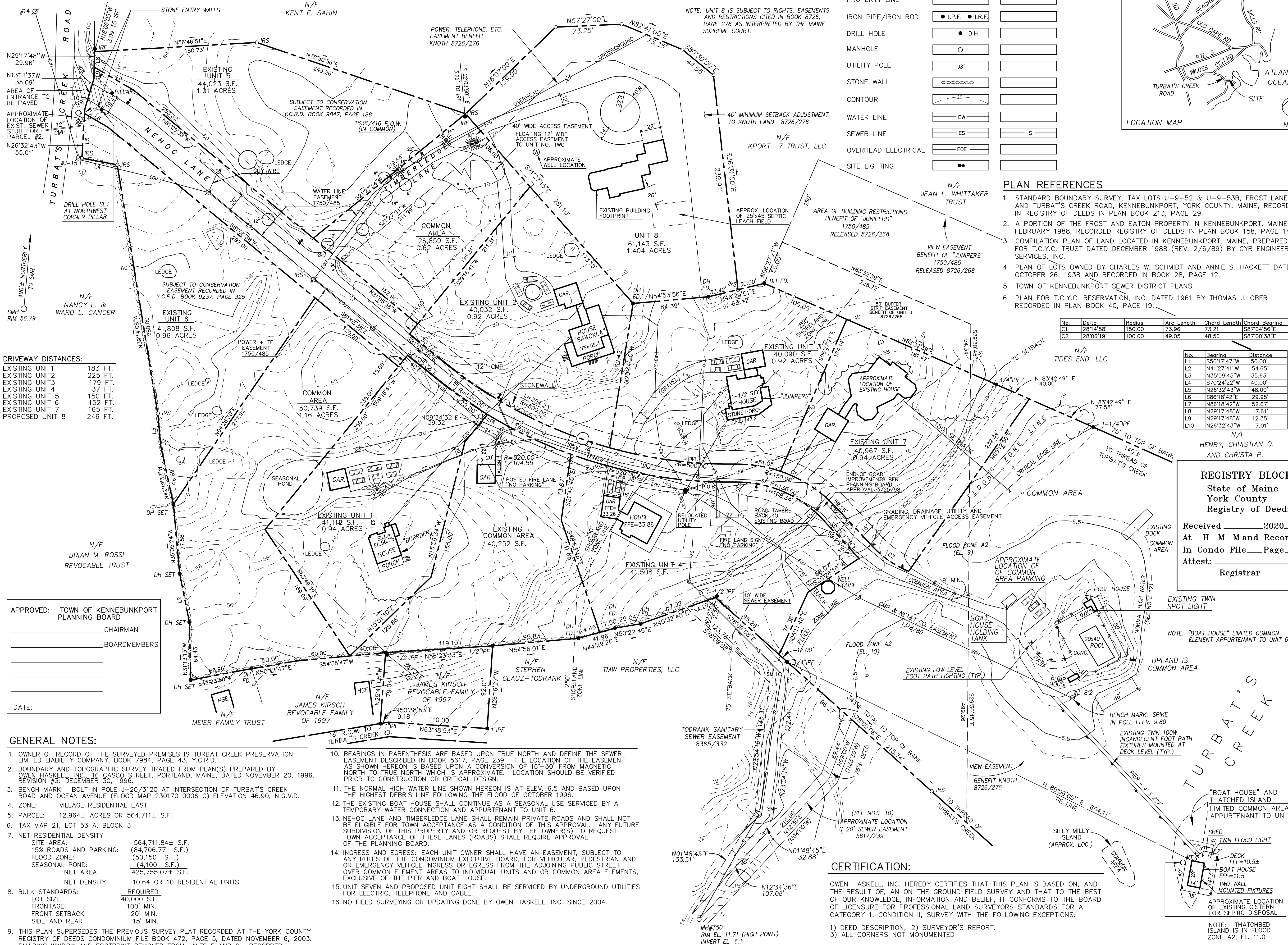
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THIS MINOR SUBDIVISION AMENDED SURVEY PLAT



North

Sheet No: 1



Prepared For:
Owner:
TURBAT'S CREEK PRESERVE
CONDOMINIUM ASSOCIATION, INC.
c/o John L. Richard
31 McLellan Road
Gorham, Maine 04038

Applicant:
KPORT TRUST, LLC
3 Tower Field Road
Lincoln, MA 01733

Prepared By:
MITCHELL & ASSOCIATES
Landscape Architects
The Staples School
70 Center Street
Portland, Maine 04101
Tel: (207) 774-4427

OWEN HASKELL, INC.
Land Surveyor
390 US Route 1, Suite 10
Falmouth, Maine 04105
Tel: (207) 774-0424

TURBAT'S CREEK PRESERVE CONDOMINIUM

29 Nehoc Lane
Kennebunkport, Maine

Date:
OCTOBER 25, 2022

Revisions:

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Title:
**MINOR SUBDIVISION
AMENDED SURVEY PLAT**

Scale: 1" = 50'

North:

Sheet No.:
1