

**AFTER RECORDING RETURN TO:**

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TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF SEASCAPE AT GRAND BEACH, A CONDOMINIUM  
Old Orchard Beach, Maine

The GRAND BEACH SEASCAPE CONDOMINIUM OWNERS ASSOCIATION, a Maine non-profit corporation, hereby certifies that the following amendment to the Declaration of Condominium of Seascape at Grand Beach, A Condominium, dated May 26, 1989 and recorded in the York County Registry of Deeds in Book 5073, Page 140, as amended (the "Declaration") for property located in the Town of Old Orchard Beach, County of York and State of Maine was duly adopted July 16, 2022 at a meeting of the unit owners at which Sixty-nine percent (69%) of the members voted in favor of the Declaration amendments below:

A. Voted: to Amend Article IX (General Administrative) of the Declaration by adding Section 9.9 as follows:

**Section 9.9 Smoking in Units and Common Elements.**

(a) Prohibition. Smoking shall be prohibited (i) within each Unit, (ii) within the Common Elements, including but not limited to the Limited Common Elements, of the building, including without limitation the pool room, lobbies, hallways, decks, balconies, elevators, stairways, parking garages, driveways, and the seawall and the grass area on the ocean side of the building (iii) within 25 feet of the Building's perimeter and common entrances, and (iv) if so provided by the Rules and Regulations, such other portions of the Common Elements as may be designated from time to time as areas in which Smoking is prohibited.

Smoking is permitted only in the area of the overflow parking lot next to where the cigarette disposal can is located. When the overflow parking area is unreachable because of snow accumulation, Smoking is permitted only outside of the Condominium Property, such as on the sidewalk on East Grand Avenue.

No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, family members, guest, friend, invitee, or contractor, in violation of this Section or the Rules and Regulations. Owners must advise their occupant, agent, tenant, family members, guest, friend, invitee, or contractor of these smoking restrictions and monitor compliance.

(b) Definition of Smoking. The term "Smoking" shall include carrying, burning, vaporizing, or otherwise handling or controlling any heated, lit or smoldering product containing (i) tobacco, cloves or similar products, or containing (ii) Cannabis products (also known as marijuana) or derivatives thereof unless legally prescribed by a licensed health care professional in a writing specifically stating that the consumption of the cannabis products must be only by means of Smoking (as defined herein). This prohibition shall include but not be limited to cigarettes, cigars, pipes and devices which simulate any of the foregoing, sometimes known as electronic nicotine delivery systems or "e-cigarettes. The term "Smoke" shall include all the products and residue of Smoking.

(c) Disposal of Smoking Products. All lighted and/or unlighted Smoking products shall be disposed of properly in the proper waste receptacles. Smokers who are Smoking in the overflow parking lot must extinguish their smoking materials in the cigarette disposal can. Smoking products shall not be deposited on the Common Elements, including but not limited to any Limited Common Element decks, balconies and patios and outdoor walkways, parking lots, drives, and lawn areas. Neither lighted nor unlighted Smoking products shall be left unattended in any manner. These provisions shall not be deemed to allow Smoking in any areas in which Smoking is otherwise prohibited.

(d) Rules. The Board may adopt additional Rules and Regulations in order to (i) add additional areas (if any) of the Common Elements subject to the prohibition on Smoking and to (ii) implement or clarify the provisions of this Section.

(e) Enforcement. Any person complaining of a Smoking violation shall provide a written statement of the particulars of the violation to the managing agent designated by the Board. When so advised of a possible violation of these provisions, the Unit owner and if appropriate the tenant or other occupants shall be sent a written notice and advised as to whether a hearing will be held by the Board to consider the violation. If the alleged violator is a tenant or other occupant, a copy of the notice will be sent to the Unit owner. At the hearing if the Board receives testimony that it deems credible that smoke is emanating from a Unit, then the burden of proving that Smoking did not occur in the Unit shall shift to the Unit Owner and its occupants.

If, at the conclusion of the hearing, the Board determines in its discretion that a material Smoking violation has occurred, the then Board may impose a charge of up to \$100.00 for each single occurrence, in addition to all other rights and remedies of the Association. Upon a

second Smoking violation, the charge for each incident constituting a violation shall increase to \$250.00 per occurrence in addition to all other rights and remedies of the Association including the recovery of its legal expenses. Such charges and expenses and the costs of abating the transmission of Smoke will become the personal liability of the Unit owner and a lien on the Unit, together with interest and costs of collection and enforcement. Any Smoking abatement devices located in the Common Elements shall be subject to the approval of the Board. All such devices shall be installed at the Owner's expense and shall be removed when the Owner vacates the Unit.

The Board may exercise its judgment in deciding whether or not to hold a hearing or to pursue an alleged violation of this Section. If the Board declines to take action, then upon 30 days' written notice to the Board a Unit owner shall then have the option to sue the Unit owner or occupant alleged to be violating this Section in order to seek specific performance of the provisions of this Section, including the costs of abating the transmission of Smoke, but such person shall not be entitled to recover legal expenses or to a lien on the Unit under this Section. Provided however that any decision of or settlement entered into by the Board with respect to Smoking shall be binding on all Owners.

(f) Exemption Application. If any Owner who occupies a Unit wishes to assert that he, she or they purchased their Unit in reliance upon the ability to smoke tobacco or cannabis products in their Unit, they may apply for grandfathered status by sending the Board a written request, indicating (a) the date they purchased their unit (including their deed reference); (b) that they purchased their Unit prior to the adoption of this amendment to the Declaration in reliance upon the fact that they could smoke tobacco or cannabis products in their Unit; (c) that they understand that (i) the grandfathered status they are seeking is personal and not transferable to any subsequent owner or occupant; and (ii) that the continuation of the grandfathered status of the unit is conditional upon the unit owners assuring that smoke from tobacco products or cannabis products does not travel or pass outside the boundaries of the unit. The written request must be delivered to the Board within 45 days after the adoption of this amendment to the Declaration. If the Board determines the application is complete and accurate, the Board will issue a letter to the owner, indicating that the owner is exempt from the prohibition against smoking *tobacco* products within the Unit, so long as the owner remains both the owner and occupant of the unit and takes affirmative steps to prevent Smoke from tobacco products or cannabis products from traveling or passing outside the boundaries of the Unit.

In the event that the smoke from tobacco products or cannabis products travels or passes outside the boundaries of the unit, the first such offense shall result in a written warning to the unit owners; for any subsequent such offense, the board shall schedule a hearing at which the unit owner shall be heard as to whether the grandfathered status of the unit should be revoked.

In all other respects said Declaration of Condominium of Seascape at Grand Beach, A Condominium is hereby ratified and confirmed.

Witness its hand and seal as of July 17, 2022.

GRAND BEACH SEASCAPE CONDOMINIUM OWNERS ASSOCIATION

By: \_\_\_\_\_, President

By: Lynda S. R. Bond, Secretary

STATE OF MAINE Cumberland  
COUNTY OF YORK, ss

July 17, 2022

Then personally appeared before me the above named Lynda Bond in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,

Emma Bond  
Notary Public/Attorney at Law

Name: Emma Bond, Bar No. 005211

Witness its hand and seal as of July 18  
7/18, 2022.

GRAND BEACH SEASCAPE CONDOMINIUM  
OWNERS ASSOCIATION

By: [Signature]  
ALFRED KALIL, President

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF MAINE N.H.  
COUNTY OF YORK, ss. Hillsboro

July 18, 2022

Then personally appeared before me the above named ALFRED KALIL in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,

[Signature]  
Notary Public/Attorney at Law  
Name: Donna M. Perreault

**DONNA M. PERREULT, Notary Public**  
**My Commission Expires July 27, 2023**

Declaration Amendment