DECLARATION OF CONDOMINIUM

WILBUR'S WOODS HOMEOWNERS CONDOMINIUM
Brunswick, Maine

ARTICLE 1

SUBMISSION

Section 1.1. Submission of Property. **Wilbur's Woods, LLC**, a Maine limited liability company with a place of business in Portland, Maine ("**Declarant**"), owner in fee simple of the land described in **Exhibit A** annexed hereto, located within the Town of Brunswick, Cumberland County, Maine (the "**Land**"); being depicted as "Unit A" on a plan entitled Amended and Restated Condominium Plat of Wilbur's Woods Master Condominium prepared by Sitelines, PA, dated October 2, 2025, and recorded in the Registry in Plan Book 225, Pages 341 through 343 (as may be amended from time to time, the "**Master Plat**"); which Land is subject to a master condominium (the "**Master Condominium**") declaration entitled Declaration of Wilbur's Woods Master Condominium dated August 8, 2024, and recorded in the Registry in Book 40916, Page 263, as amended and superseded by an Amended and Restated Declaration of Wilbur's Woods Master Condominium dated October 2, 2025 and recorded in the Registry in Book 41776, Page 247 (as may be amended from time to time, the "**Master Declaration**"), hereby submits the Land, together with all improvements, easements, rights, and common element interest pursuant to the Master Declaration, and appurtenances thereunto belonging (the "**Property**") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("**Condominium Act**" or "**Act**") and hereby creates with respect to the Property a condominium, to be known as "**Wilbur's Woods Homeowners Condominium**" (the "**Condominium**"). The Property is also shown on the following plat and plans:

- Plat of Wilbur's Woods Homeowners Condominium prepared by Sitelines, P.A. and dated October 2, 2025, and recorded in the Registry in Plan Book 225, Pages 344 through 346 (the "Plat"); and

- Condominium Unit Plans – Wilbur's Woods Homeowners Condominium, prepared by Hay Runner Rockport Design & Construction, LLC, and dated September 26, 2025, and recorded in the Registry in Plan Book 225, Pages 347 through 349 (the "Plans" and collectively, with the Plat, the "Plats and Plans").

Section 1.2. Name and Address of Condominium. The name of the Condominium shall be "**Wilbur's Woods Homeowners Condominium**." The address of the Condominium is Wilbur's Way, Unit A, Brunswick, Maine 04011. The name of the unit owners association is the "**Wilbur's Woods Homeowners Condominium Association**" (the "Association") and its address is also Wilbur's Way, Unit A Brunswick, Maine 04011.

Section 1.3. Description of Condominium Development. The Condominium consists of the Land described in the attached **Exhibit A** and consisting of up to twenty-one units, which are identified on the Plats and Plans.

ARTICLE 2

DEFINITIONS

Section 2.1. Terms Defined in the Act. Capitalized terms are defined herein or in the Plat and Plans, otherwise they shall have the meanings specified or used in the Condominium Act. In the case of conflict between the meanings specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

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

(a) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(b) "Association" means the Condominium Association of the Condominium, which is known as the Wilbur's Woods Homeowners Condominium Association.

(c) "Buildings" (or in the singular, a "Building") means any residential, commercial, service or recreational structure or other improvement now or hereafter constructed on the Property.

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

(e) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements. The roads and sidewalks within the Condominium are Common Elements to be maintained by the Association unless allocated to the Master Association.

(f) "Common Element Interest" means each unit's percentage interest in the Common Elements as shown on Exhibit B.

(g) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves, including assessments made by the Homeowner's Association.

(h) "Common Facilities" means the roads, sidewalks, underground and above-ground utility infrastructure, including wires, pipes, conduits, meters, pumping stations and Common Elements within the Wilbur's Woods Master Condominium as described in the Master Declaration.

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

(j) "Condominium Documents" means the Declaration, Plat and Plans, Bylaws and Rules and Regulations.

(k) "Declarant" means Wilbur's Woods, LLC, a Maine limited liability company, its successors and assigns.

(l) "Declarant Control Period" means the period ending not later than the earlier of (i) sixty (60) days after the conveyance of 75% of the all of the Units in all phases that may be created hereunder to Owners other than the Declarant, as such percentage is calculated in accordance with Section 1603-103(f) of the Act or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant as described in Section 12.1(b) of this Declaration.

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

(n) "Development Rights" means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself as set forth in Article 10 hereof to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or, convert Units into Common Elements.

(o) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, 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. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(p) "Executive Board" means the Executive Board of the Association which serves as Board of Directors of the Association. The terms "Executive Board" and Board of Directors shall be interchangeable.

(q) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 16.3 hereof.

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

(s) "Limited Common Elements" (or in the singular, a "Limited Common Element") mean those portions of the Common Elements the exclusive use of which is reserved as an appurtenance to one or more, but fewer than all, of the Units as indicated and allocated pursuant to this Declaration.

(t) "Limited Common Expenses" mean the Common Expenses for services benefiting fewer than all the Units, which are assessed pursuant to this Declaration exclusively against the Units benefited in accordance with Section 1603-115(c)(2) of the Act.

(u) "Manager" or "Managing Agent" means the agent of the management company appointed by the Association to manage the Condominium or provide maintenance services. The terms "Manager" or "Managing Agent" do not refer to the separate trade contractors hired by the Association to provide maintenance services.

(v) "Master Association" means the Wilbur's Woods Master Condominium Association of which the Condominium is a part by virtue of the Master Declaration and Master Plat.

(w) "Master Condominium" means the Wilbur's Woods Master Condominium formed pursuant to the Master Declaration and Master Plat.

(x) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

(y) "Owner" or "Unit Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.

(z) "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 from time to time.

(aa) "Plat and Plans" means the Plat and Plans as defined in Section 1.1 above, which are recorded in the Registry, and as such may be amended and supplemented from time to time.

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

(cc) "Record" means to record in the Registry.

(dd) "Registry" means the Cumberland County Registry of Deeds.

(ee) "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.

(ff) "Special Assessment" means an Owner's share of any assessment made by the Executive Board in addition to the Assessment.

(gg) "Special Declarant Rights" means those rights defined in Section 1601-103 (25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those

rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easement through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.

(hh) "Subdivision Plan" shall mean the plan entitled "Multi-Unit Subdivision Plan Wilbur's Woods" prepared by Sitelines, P.A. and dated November 6, 2023, and recorded in the Registry on August 2, 2024 in Plan Book 224, Page 290.

(ii) "Un-built Unit" means declared Units that are not built, or that are not completed, and for which a certificate of occupancy from the Town of Brunswick has not been issued.

(jj) "Unit" means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3 hereof.

(kk) "Utility Assessment" means the assessment upon a Unit by the Association for the Unit's pro rata share of those utilities that are billed to the Association and allocated on a pro rata share to Unit owners in accordance with Article 15 hereof.

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

ARTICLE 3

UNITS

Section 3.1. Units. Twenty-one (21) residential condominium units are hereby created and declared under this Declaration, being those Units labeled on the Plat and Master Plat with numbers 1 through 21 and being located on the Property. Attached as **Exhibit B** hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each Unit.

Section 3.2. Unit Boundaries. The Unit numbers, location of Units created by this Declaration and their approximate dimensions are shown on the Plats and Plans. The locations of the Units, Common Elements and Limited Common Elements are as shown more fully on the Plats and Plans. Each Unit will have the right to use two parking spaces in the shared parking lot. No specific parking spaces are assigned to any one Unit on the Plat or by this Declaration, and any specific assignment of parking will handled through the Bylaws and Rules and Regulations of the Association, subject to the requirements of accessibility and fair housing laws.

Each Unit shall be comprised of the standalone single-family building depicted on the Plat as Number 1 through 21. The boundaries of each Unit created by this Declaration will be as follows: the vertical and upper horizontal unit boundaries of each unit shall be the exterior siding and roof of each Unit and all siding, roofing and exterior finishes, shutters, awnings, windows,

doors, porches, exterior stairs entering and exiting the Units, foundations or footings and any mechanics systems, fixtures and improvements attached to the Building shall all be included as part of the Unit. In the event that a heat pump heating system is used for heating and cooling of individual Units and is placed on the ground adjacent to the Building comprising a Unit, the Heat Pump shall be included as part of the Unit. Subject to the easements for utilities, stormwater systems and lateral and sub-adjacent support provided for elsewhere herein, there shall be no lower horizontal Unit boundary. The Units shown on the Plat and Plans are subject to settling or lateral movement of the Building and minor variations between the Unit boundaries as shown or projected on the Plat and Plans and the physical boundaries as constructed or reconstructed.

Section 3.4. Subdivision or Relocation of Unit Boundaries. Subject to applicable provisions of this Declaration or law and environmental and land-use ordinances and regulations of the State of Maine and Town of Brunswick, as the same may be amended, modified, superseded or replaced from time to time, and upon the prior written consent of the Executive Board, the subdivision of Units and/or relocation of boundaries between Units will be permitted at the expense of the Unit Owners of the Unit or Units to be so subdivided and the boundaries of which are to be so relocated, subject to compliance with the provisions therefor set forth in Section 1602-113 and Section 1602-112 of the Act. No Unit may be created by subdivision which is smaller than the minimum size for residential dwelling units under the Town of Brunswick Land Use Ordinance. Notwithstanding the foregoing, no subdivision of a Unit may result in the creation of a number of Units in excess of the number of Units approved by the Town of Brunswick, if applicable, unless approval by the Town of Brunswick is obtained to increase the number of approved Units.

ARTICLE 4

DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1. Description of Common Elements. Common Elements shall consist of all of the Property except the individual Units, and shall include the land, buildings, all wires, pipes, ducts, foundation drains, sprinkler systems and components, heating systems, electrical wiring and conduits, public and private utility lines (other than those which are contained within the Unit and serve only that Unit), and any easements as set forth in **Exhibit A** for parking, access, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. As provided in Section 1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents.

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean walkways and entryways and utility or stormwater facilities serving one individual Unit, and any

parking space assigned to an individual unit pursuant to the Condominium Documents, to the extent the Association decides to assign specific parking spaces. The allocation of Limited Common Elements to the Units cannot be altered except with the written consent of the Owners of the Units affected by the reallocation of Limited Common Elements, in compliance with the provisions of Section 1602-108(b) of the Act, together with the consent of such Owners' Mortgagees of record.

Section 4.3. Locations of Common and Limited Common Elements. Except for the Limited Common Elements described in Section 4.2 above, the locations of the Common Elements and Limited Common Elements are shown on the Plat and Plans.

Section 4.5. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so.

Section 4.6. Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Element Interest, whether or not expressly referred to in the instrument effecting such transfer. Except as otherwise provided by law or this Declaration, the Common Element Interests and the fee titles to the respective Units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered, and each of said Common Element Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.

ARTICLE 5

MAINTENANCE RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

Section 5.2. Maintenance and Inspection of Limited Common Elements. The maintenance, repair and replacement of Limited Common Elements created, if any, shall be the responsibility of the Association, with the cost thereof, if any, to be allocated among the Units so benefitted, except as otherwise noted in the Condominium Documents.

Section 5.3. Maintenance and Inspection of Common Elements.

(a) The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion

of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a unit Owner) of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, if any, for which the unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the Common Expenses. Notwithstanding the foregoing, the maintenance of the Common Facilities, which include the roads, sidewalks and utility infrastructure within the Condominium, shall be maintained by the Master Association, the costs of which shall be assessed to owners of Units within the Master Condominium. The Master Association is authorized, in accordance with the Master Association Declaration and Bylaws, to adopt and amend budgets for revenues, expenditures and reserves for those costs and to assess those costs to the Unit Owners.

(b) The Association shall cause the regular inspection of Common Elements at intervals specified by the Town of Brunswick, if any, and/or at such other reasonable times as the Association deems appropriate.

Section 5.4. Maintenance of Unit. Each Unit Owner shall keep and maintain his or her Unit and its equipment, systems, appliances and appurtenances in good order, condition and repair and in clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit. Any maintenance, painting, replacement or repair of the exterior finishes of a Unit shall be carried out in a manner to maintain a consistent appearance of the exterior of Units across the Condominium as determined by the Executive Board. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his or her Unit any dirt, debris or other substance. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his or her failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the Managing Agent any defect or need for repairs for which the Association is responsible.

Section 5.5. Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a unit Owner under Section 5.4, but not performed by the unit Owner, including, without limitation, services of the Managing Agent requested by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing

herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit Owner.

ARTICLE 6

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 6.1. Percentage Interests. Attached hereto as **Exhibit B** is a list of Units by their identifying number and the Percentage Interest appurtenant to each Unit, together with an explanation of the formula by which such Percentage Interest is determined.

Section 6.2. Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on **Exhibit B**, and as such shall be determined by the same formula by which the Percentage Interest is determined.

All utilities that are not separately metered or billed to a Unit shall be treated as part of the Common Expenses; provided however, that the Declarant or the Association shall have the right to separately meter or submeter any or all utilities used by each Unit and to allocate expenses as Common Expenses or Limited Common Expenses, as the case may be, and to assess the Unit's share of such utilities as a separate Utility Assessment.

Section 6.3. Allocation of Owners' Voting Rights. Each Owner of a Unit shall be entitled to vote as described on **Exhibit B**. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit.

ARTICLE 7

MANAGEMENT

Section 7.1. Managing Agent. The Association shall have the right to employ a professional experienced property management firm to provide property maintenance services to individual Unit Owners at their request and/or to the Association, and the right to employ the same firm or another professional experienced property management firm to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration (either or both firms, a "Managing Agent"); provided, however, that no agreement for such professional services may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement(s) shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 7 for such agreements negotiated by the Association, except shall not exceed one (1) year, but may be renewed upon consent of the Executive Board. At its option, the Executive Board may authorize the Master Association to hold and maintain the contract with a Managing Agent that will cover both the Condominium and the Master Condominium and assess each Unit

Owner directly as a Common Expense its share of the Managing Agent contract, provided that such contract also comply with the foregoing requirements with regards to term and cancellation.

Section 7.2. Maintenance Responsibilities. A Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and common property in the Condominium, except to the extent that responsibility for such maintenance and repair is allocated to the Master Association pursuant to the Master Declaration, including, but not limited to, the Limited Common Elements. The cost of the provision of such services shall be a Common Expense.

ARTICLE 8

EASEMENTS AND LICENSES

Section 8.1. Recorded Easements and Licenses. The recording data for previously existing recorded easements and licenses appurtenant to or included in the Condominium or by virtue of any reservation contained in this Declaration are stated and set forth in Exhibit A hereto.

Section 8.2. Utilities, Pipes and Conduits. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

Section 8.3. Structural Support. Each Unit shall have an easement to the extent necessary for structural and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit.

Section 8.4. Ingress, Egress and Regress. Each Unit Owner shall have an easement, subject to any rules and regulations established by the Association, in common with all other Unit Owners to use the entrances, exits, corridors and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining streets and walkways within the Master Condominium development leading to adjoining public streets. The Association shall not and cannot establish any rules and regulations depriving any Unit Owner of reasonable ingress, egress and regress to and from his Unit, the Property and Common Elements, and the adjoining public streets.

Section 8.5. Encroachments. If any portion of the Common Elements or Limited Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of the Building or if the Building or Units are not constructed precisely in accordance with the dimension shown on the Plat and Plans or otherwise except as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid

easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that the Building shall be partially destroyed as a result of fire or other casualty or as a result of taking by the power of, or in the nature of, eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as the Building as so rebuilt shall stand.

Section 8.6. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited: (1) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are Common Elements adjacent to such Unit; and (2) for the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or thereafter if installed by Declarant during the Declarant Control Period or within three (3) years after the termination thereof.

Section 8.7. Association's Rights. The Association shall have rights reserved to it by the Declarant in Section 5.3. It shall have the reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association has a right of access to each Unit for the purpose of making inspections or for the purpose of correcting any condition originating in a Unit or elsewhere and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, other Common Elements or Units, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and provided further that judicial proceedings shall be instituted by the Association before any items of construction can be altered or demolished. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 8.8. Special Declarant Rights. Declarant, its successors and assigns, have the rights and easements specified in Article 10 of this Declaration entitled Development Rights and Special Declarant Rights.

Section 8.9. Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement

granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Section 8.10. Easements over Common Facilities. The Property is benefitted by easements over and to the Common Facilities located within the Master Condominium, which easements benefit all of the Property within the Master Condominium as set forth in the Master Declaration. The Common Facilities that are located on the Property are also subject to easements for the benefit of all of the land within the Master Condominium as set forth in the Master Declaration.

Section 8.11. Additional Easements, Covenants, Restrictions. The Property is also subject to any easements and restrictions set forth on the attached **Exhibit A** and as shown on the Plat and Plans and the Subdivision Plan, and is further subject to the following:

(a) Subdivision Plan and Town Approvals. Terms and conditions of the Subdivision Plan, and the terms and conditions of any related subdivision or site plan permits or approvals granted by the Town of Brunswick, as evidenced by said Subdivision Plan, whether or not such terms and conditions are noted or referenced on the Plan or in any other instrument recorded in the Registry.

(b) Master Condominium Matters. Terms and Conditions of the Master Declaration, and those facts depicted on Master Plat, including without limitation, the rights of others within the Master Association to use the Condominium Drive, walkways and sidewalks (and trails if constructed) located within the Condominium for bicycle and pedestrian use and enjoyment, and the rights and easements for the maintenance of the Stormwater Treatment System located with the Master Condominium and the Condominium.

(c) Environmental Covenant. Terms and conditions of Department of Environmental Protection Site Location Stormwater Management Law Findings of Fact and Order Number L-30630-NJ-A-N, dated July 2, 2024, and recorded in Book 40872, Page 278, as may be amended.

(d) Affordability Covenants. To the extent applicable to a given Unit, Units are subject to those affordability requirements established by Maine State Housing Authority ("MSHA") in connection with subsidy of Affordable Homeownership Units and as described in the form of "Declaration of Covenants and Restrictions to be Recorded at the Time of Certain Lot Sales" (the "Covenant") attached as Exhibit D to the Affordable Homeownership Program Mortgage and Security Agreement given by the Declarant to MSHA as a condition of MSHA's financing of the Affordable Homeownership Units within the Condominium, Unit Owners of Affordable Homeownership Units shall record an executed Covenant at the time of acquisition and are responsible for compliance with the same during the term of said Covenant.

ARTICLE 9

RESTRICTIONS ON USE, SALE AND LEASE OF UNITS AND/OR UNITS

Section 9.1. The following restrictions shall apply to the use of the Condominium:

(a) Residential Use. The Units (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future owner of any Unit shall permit his Unit to be used or occupied for any purpose other than as a single-family residence. Notwithstanding any of the foregoing, an Owner may use a Unit for the purpose of a home office, provided, however, that any such use does not create additional traffic within the Condominium and to and from the Unit, that parking for customers and clients shall be limited to the number of parking spaces designated for the Unit, complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way except that fences or gardens may be permitted by the Association, in accordance with its applicable Rules and Regulations. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

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

(d) Fire Hazards. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) Signs. No Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(f) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Executive Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules and Regulations for the control and regulation of household pets in the Condominium and any pets kept in violation of this Declaration or the Rules and Regulations may be removed from the Condominium by the Association. Additionally, the Executive Board may specifically regulate or exclude from the Condominium particular breeds or species of dogs or other pets as determined by the Executive Board to be necessary for the safety and quiet enjoyment of the Condominium and as necessary to conform with any insurance requirements relating to the Condominium. The

owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board of Directors harmless against such loss or liability resulting from said pet.

(g) Rules and Regulations. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(h) Alterations to Units. Except as otherwise provided herein, approval by a majority vote of the Executive Board of the Association is required for significant alterations or renovations to a Unit that may affect the structural integrity of any other Unit. Executive Board approval shall not be required for interior alterations of any Unit or interior renovations that do not affect the structural integrity of any Common Elements or of the other Unit. When making any alteration, the Unit Owner is required to obtain all necessary approvals and permits as may be required by the Town of Brunswick, engage insured contractors to perform the services, and otherwise comply with all Rules of Regulations of the Association.

(i) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraph (h) and (i) above. Each Owner shall indemnify and hold the other Owners of his Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Section 9.1, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Unit to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

Section 9.2. Sale and Lease of Units.

(a) The Declarant shall have the right to operate any Units owned by the Declarant as a rental housing. The Declarant may establish and maintain in the Units and Common Elements, all offices, signs and other accoutrements normally used in the operation of, such rental properties in the sole discretion of the Declarant. Such operation shall be for the benefit of the Declarant and neither the Association nor any Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

(b) There shall be no rental program offered to the Owners by Declarant, Managing Agent or any third parties. An Owner other than the Declarant may not rent all or part of his or her Unit. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration and all other Condominium Documents, including without limitation the enforcement rights reserved to the Executive Board pursuant to Section 12.3 herein.

(c) This Section 9.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

(d) Local Zoning. The Units shall be used and occupied in accordance with all local zoning requirements of the Town of Brunswick.

ARTICLE 10

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 10.1. General Development Rights. In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Until the construction, marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the construction, marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, including the maintenance of temporary storage and office structures, and for the installation of signs and lighting for sales and promotional purposes;

(c) Until the construction, marketing and sale of all Units is completed, to complete all improvements shown on the Plat, to relocate any improvements shown on the Plat, construct additional Common Element improvements on any part of the Property, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise the easements as set forth in Article 8 hereof, to make the Condominium part of a larger condominium, to make the Condominium subject to a master condominium association, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to these Development Rights and Special Declarant Rights is all of the Property, except those portions lying within the boundaries of declared Units and upon which declared Units are located.

(d) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 12.

Section 10.2 Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-110 of the Act. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record new Plat and Plans or record an affidavit that the Plat and Plans previously recorded conform to the requirements of the Act. An amendment to this Declaration creating such additional Units and executed by the Declarant may serve as the affidavit described in Section 1602-109(f) of the Act. Said amendment shall become effective upon recording without the consent of any other person.

Section 10.4. Amendment, Waiver, Etc. Until the Declarant no longer holds any Development Rights or Special Declarant Rights and no longer owns any Units, neither this Article 10 nor any

of the other provisions of this Declaration benefitting Declarant or its exercise of its Development Rights or Special Declarant Rights shall be amended without the written consent of the Declarant duly recorded in the Registry. The rights and benefits of this Article 10 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee. The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

Section 10.5. Other Declarant Amendments. The Declarant further reserves the right, without seeking consents of Unit Owners or Eligible Mortgagees, to prepare, execute and record amendments to the Declaration and the Plats and Plans to correct technical errors, to address requirements of approval of the Town of Brunswick, or any other governmental authority having jurisdiction over the Condominium, or as may be reasonably required for the Declarant to be able to obtain underwriting approval for secondary mortgage market financing on the Units, provided that no such amendment shall have a material adverse effect upon the use or enjoyment of any Unit, other than a Unit owned by the Declarant.

ARTICLE 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein 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 therein 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, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall

officially, represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

ARTICLE 12

EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Members.

(a) As set forth in the Articles of Incorporation of the Association, the Executive Board shall consist of no fewer than three members and no more than nine members, and the actual number of directors shall be established by the Bylaws of the Association. The initial Executive Board shall consist of members designated by the Declarant and shall consist of four (4) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.1.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of 75% of all of the Units in all phases that may be created hereunder to Owners other than the Declarant, as such percentage is calculated in accordance with Section 1603-103(f) of the Act or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, all members of the Executive Board appointed by the Declarant shall resign and the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.

(c) The Executive Board shall have the authority to change the number of Directors and shall possess all of the duties; and powers granted to the Executive Board by the Act.

Section 12.2. Disputes.

(a) Regarding Owners, Condominium, and Condominium Documents. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Owners. In the event of a deadlock among the Directors, such dispute or disagreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules or such other rules as they may agree upon, using the services of a mediator acceptable to all parties to the dispute (which acceptance must be made in good faith). The parties are bound to mediate in good faith and pay their respective mediation fees. If such mediation fails, the parties may have resort to available legal remedies. The Executive Board shall have the authority to seek a

declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant. In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the unit Owners, and any agreement with respect thereto by the Board of Directors shall be conclusive and binding upon the unit owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any unit owners on the other hand, arising out of or relating to, a unit, the common elements, the limited common elements, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, or the course of dealing between any unit owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

Section 12.3. Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or equity, the continuance of any such breach.

ARTICLE 13

MASTER ASSOCIATION

As part of the Master Condominium, the Condominium shares the certain elements, such as the access drive and stormwater area, and certain utilities (the "Shared Elements"), with the other units within the Master Condominium. The Master Declaration creates easements over all of the Shared Elements and all sidewalks, paths and drives depicted on the Plats for all of the Unit Owners within the Condominium and the Master Condominium, and creates a mechanism for the shared use and cost of maintaining those Shared Elements. The Master Declaration also creates the Master Association to administer the Shared Elements through its Board of Directors. The declarant of Master Declaration will elect Directors to the Board of the Master Association until the expiration of the Declarant control period (as defined therein). The assessments owed to the Master Association are obligations of individual Owners, but they will be collected by the

Condominium Association for administrative ease and included in the annual budget for the Condominium Association. The Master Association is responsible for the maintenance, repair and replacement of the Shared Elements. Pursuant to Section 1602-120 of the Act, the Master Association shall have all powers necessary and convenient to administering the affairs of the Master Association and the Master Condominium of which the Condominium is a part, including without limitation the power to adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from Unit Owners of the Condominium under section 1603-102, subsection (a), paragraph 2 of the Act, and those other powers set forth in Section 1603-102 of the Act.

ARTICLE 14

LIMITATION OF LIABILITY

Section 14.1. Limited Liability of the Executive Board. The Executive Board and its members in their capacity as members, officers and employees:

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

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

(c) Shall have no personal liability in contract to an Owner, any mortgagee, 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 an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such 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 an Owner, any mortgagee, 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 Buildings, 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.

Section 14.2. 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 or any other standard imposed by the Condominium Act; 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. The indemnification by the Owners set forth in this Section 14.2 shall be paid by the Association on behalf of the 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 member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

Section 14.3. Joint and Several Liability of Owners and Lessees. Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

Section 14.4. Defense of Claims. Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 14.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

ARTICLE 15

ASSESSMENTS: LIABILITY OF OWNERS

Section 15.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements, and Limited Common Elements as set forth in Article 5 and in Section 7.2 hereof, such

amounts as are necessary for uncollectible Assessments or maintenance expenses otherwise the responsibility of a Unit Owner; budget deficits; such expenses as are necessary for the Association's share of any Common Expenses for the Master Association and any other master association or homeowners association of which the Association may now or hereafter be a member of, or as may be payable for the Association's share of operating, maintaining, insuring, financing, managing, repairing or replacing any off-site Common Elements, common facilities or common amenities that the Association and the Unit Owners have the right to use; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, such utilities as are billed to, paid by, or provided or maintained by the Association, the Master Association, or any master association or homeowners association of which the Association is now or hereafter a member of, or subject to, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of all of those Elements and Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded as a part of the Common Expenses. Until such time as the Association makes its first assessment in accordance herewith, the Declarant shall be responsible for and shall promptly pay all expenses of operating the Condominium. The Master Association, acting through its Executive Board, shall also have the power to fix and determine, from time to time, the sums necessary and adequate to provide for maintenance and repair of the Shared Elements, as further described in the Master Declaration, and to assess Unit Owners to collect the same.

Section 15.2. Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with Section 1603-115(c) of the Act and the Bylaws and as circumstances may reasonably require, shall assess Common Expenses and Limited Common Expenses as follows: (i) If a Limited Common Expense or Common Expense only benefits a single Unit (e.g. fees and charges of the Managing Agent for services performed for an individual Unit Owner at its request), that Limited Common Expense or Common Expense may be assessed solely against the Unit benefited; and (ii) If a Limited Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense may be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense liabilities may be changed as provided in Section 6.2 and **Exhibit B**.

Section 15.3. Utility Assessments. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to allocate, determine and assess the cost of any utility services benefitting a Unit that are billed to, paid by or provided or maintained by the Association, the Master Association, or by any master association or any homeowners association of which the Association is a member of or is subject to, as a utility assessment payable by such Unit Owner as an assessment in accordance with the provisions of this Article 15. The Executive Board or the board of the Master Association or any master association or homeowners association that the Association is a member or that governs the use of any utility easements, components, facilities or equipment benefitting the Association shall have the right and power to allocate such utility changes among the Units on a pro rata basis, based on usage, unit size or any other basis deemed equitable by such Board.

Section 15.4. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 15.5. Payment of Assessments. Each Owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in **Exhibit B** hereto and the budget established by the Association in accordance with the Bylaws. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Un-built Units owned by the Declarant, the Declarant in its discretion may elect either: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the reasonable value of services actually received by Declarant as part of the Common Expenses or Limited Common Expenses for such year, as may be reasonably determined by the Declarant; or (b) offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

Section 15.6. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 15.4 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

Section 15.7. Exemption by Waiver. No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 15.8. Personal Liability of Owners. All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the

Executive Board, including reasonable attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 15.9. Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments and Limited Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer, however.

Section 15.10. Subordination of Certain Charges. Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

Section 15.11. Surplus. The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

ARTICLE 16

RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS:

Section 16.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plat and Plans and any Rules and Regulations.

Section 16.2. Rights of Eligible Mortgage Holders. (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions, except where such change may be effected by the Declarant in exercise of a Development Right or otherwise:

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

(2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;

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

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

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

(6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;

(7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible, Mortgage Holder shall have the right, but not the obligation, to cure such default.

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

Section 16.3. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in either of the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

Section 16.4. Condemnation Rights. No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 16.5. Books and Records. Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 17

INSURANCE

Section 17.1. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 17.2 hereof. The insurance maintained by the Association shall cover all Common Elements and Limited Common Elements to the extent required by Section 1603-113 of the Act, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, excluding the Units or any portions thereof and excluding Common Elements for which the Master Association is required to provide insurance naming the Association as an additional insured pursuant to the Master Declaration. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of any improvements to the Common Elements, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of $10,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund, once the reserve fund contains sufficient funds to cover such amount through the payment of Unit Owner assessments. The named insured under the policy shall be "Wilbur's Woods Homeowners Condominium Association, for the use and benefit of the individual owners", or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the, Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 17.2 hereof, insuring the Owners, in their capacity as

Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof, and excluding Common Elements for which the Master Association is required to provide insurance naming the Association as an additional insured pursuant to the Master Declaration. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and Limited Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least $1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 17.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

(c) Such worker's compensation insurance as applicable law may require, if any.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 14.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) If at any time it is determined that all or any part of the improvements on the Property are located within a special flood hazard area, a master or blanket policy of flood insurance covering the any portion of the improvements comprising any Common Elements, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding the Units and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of $5,000 or one percent (1%) of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

Section 17.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(b) Each Owner shall obtain property, casualty and liability insurance on his Unit at his own expense as set forth in Section 17.6 below; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by

this Declaration; and (2) no Owner shall be entitled to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(c) With respect to the insurance policies described in subsection (a) and (b) of Section 17.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (1) Each Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner or members of his household; (3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under such policies there is other insurance in the name of a Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

Section 17.3. Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy, providing such property or liability insurance.

Section 17.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

Section 17.5. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

Section 17.6. Unit Owner to Obtain Insurance on Unit.

(a) Each Unit Owner shall maintain at its own expense and to the extent reasonably available (i) property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, in each case complying with the applicable

requirements of this Section 17.6. The amount of such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Unit and any improvements to the Unit, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may contain a "deductible" provision in an amount not to exceed the lesser of $10,000 or one percent (1%) of the policy face amount. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Unit, their successors and assigns; and (ii) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 17.6(b) hereof, insuring the Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Unit, and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying a claim of the Association because of the negligent acts of the Owner or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from use of the Unit, water damage liability, liability for property of others, and such other risks as are customarily covered in such policies. The amount of such liability insurance shall be at least $500,000.00 for bodily injury and property damage for any single occurrence.

(b) With respect to the insurance policies described in subsection 17.6(a) issued to the Unit Owner, the Unit Owner shall cause such policies to provide that: (1) The insurer waives its right to subrogation under the policy against the Association and the Declarant; (2) No act or omission by the Association or Declarant will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (3) If at the time of a loss under such policies there is other insurance in the name of the Association or Declarant covering the same risk covered by the policy, the Owner's policy provides primary insurance; (4) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for the Association or Declarant; (5) The insurer shall be relieved from no liability for loss occurring because of any breach of warranty or condition or any other act or neglect by the Association, the Declarant or any person under either of them; (6) Such policy may not be cancelled nor may coverage thereunder be substantially changed except by the insurer giving at least thirty (30) days prior written notice thereof to Owner and every other party in interest who shall have requested such notice of the insurer.

(c) Each Unit Owner is required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(d) Under no circumstances shall the Association or Declarant be liable for any losses or damages incurred by a Unit Owner resulting from any failure or insufficiency of the Unit Owner's insurance policy or policies.

Section 17.7 Additional Requirements. All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 17.l(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

ARTICLE 18

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 in accordance with the provisions of the applicable Act.

ARTICLE 19

AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant in exercise of a Development Right or otherwise would be considered as material:

(a) voting rights;
(b) assessments, assessment liens, or subordination of assessment liens;
(c) reserves for maintenance, repair and replacement of Common Elements;
(d) responsibility for maintenance and repairs;
(e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
(f) boundaries of any Unit, except for locations of decks or patios or for the establishment of the initial location of vertical and horizontal unit boundaries as may be approved by the Town of Brunswick;
(g) convertibility of Units into Common Elements or Common Elements into Units;
(h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
(i) insurance or fidelity bonds;
(j) leasing of Units;
(k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
(l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
(m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
(n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that eligible Mortgage Holder has failed to submit response to any written proposal for an amendment within thirty (30) days after the proposal is made.

ARTICLE 20

TERMINATION

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated, and be permitted under applicable rules and regulations. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 21

ATTORNEY IN FACT

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time (or the Executive Board, acting through the officers of the Association if there is no Managing Agent) with full power of substitution, as his true and lawful attorney in his name, place and stead to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 21 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

ARTICLE 22

GENERAL PROVISIONS

Section 22.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 22.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall

destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

Section 22.3. Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 22.4. 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.

Section 22.5. Effective Date. This Declaration shall become effective when it and the Plat and Plans have been recorded.

Section 22.6. Notices. Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

Section 22.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 22.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

[remainder of page intentionally blank – signature page to follow]

IN WITNESS WHEREOF, Wilbur's Woods, LLC, the Declarant, has caused this Declaration to be executed by Christopher Marshall, the duly authorized Manager of Nasson Management Member, LLC, the sole manager of Wilbur's Woods, LLC, effective as of October 7, 2025.

WILBUR'S WOODS, LLC
By: Nasson Management Member, LLC
Its: Manager

By: _____
Christopher D. Marshall
Its: Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. October 7, 2025

Personally appeared the above-named Christopher D. Marshall, the Manager of Nasson Management Member, LLC, the Manager of Wilbur's Woods, LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity and the free act and deed of said entities.

Before me,

_____
Robert M. Liscord
Maine Attorney at Law
Bar #: 006759

EXHIBIT A

Unit A in the Wilbur's Woods Master Condominium (the "Unit"), a condominium situated at or near McKeen Street in the Town of Brunswick, Cumberland County, State of Maine, created pursuant to a certain Declaration of Wilbur's Woods Master Condominium dated August 8, 2024 and recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 40916, Page 263, as amended by an Amended and Restated Declaration of Wilbur's Woods Master Condominium dated October 2, 2025 and recorded in the Registry in Book 41776, Page 247, and as may be further amended from time to time (the "Declaration") under the Maine Condominium Act of the Maine Revised Statutes, as amended, Title 33, Chapter 31 et seq., said Unit being depicted on the condominium plat entitled "Amended and Restated Condominium Plat of Wilbur's Woods Master Condominium, McKeen Street, Brunswick, Maine, made for Wilbur's Woods, LLC, prepared by Sitelines – Civil Engineers, Planners, Land Surveyors, dated October 2, 2025, recorded in the Registry Plan Book 225, Pages 341 through 343 (the "Plat").

Said Unit is conveyed together with its allocated interests, and the interest in common and undivided in the common elements and vote in the condominium association appurtenant to said Unit, as described and established in the Declaration and shown on the Plat, as may be amended of record.

Said Unit is conveyed subject to and with the benefit of:

a. The Maine Department of Environmental Protection Stormwater Management Law Findings of Fact and Order Number L-30630-NJ-A-N, dated July 2, 2024, and recorded in Book 40872, Page 278, as amended from time to time.

b. All terms, easements, covenants, obligations, conditions, restrictions, reservations and encumbrances contained in or referred to in the Master Declaration, on the Master Plat, and as set forth in the related Bylaws of the Wilbur's Woods Master Condominium Association, as same may be amended from time to time, all of which shall constitute covenants running with the land and shall bind any person or entity having at any time any interest or estate in said Units.

b. The provisions of the Maine Condominium Act, as that statute may be amended from time to time.

c. Any and all local, state or federal land use and zoning permits, approvals, orders, laws, ordinances or regulations now in effect or hereafter arising affecting the Wilbur's Woods Master Condominium.

DOC :41303 BK:41777 PG:145
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
10/07/2025, 02:56:03P
Register of Deeds Jessica M. Spaulding E-RECORDED

EXHIBIT B

PERCENTAGE INTERESTS IN COMMON ELEMENTS,
PERCENTAGE OF COMMON EXPENSE LIABILITY, AND VOTING INTERESTS

Unit Number	Percent of Common Expense Liability and Percentage Interest (See Note 1)	Votes
1	4.7619%	1
2	4.7619%	1
3	4.7619%	1
4	4.7619%	1
5	4.7619%	1
6	4.7619%	1
7	4.7619%	1
8	4.7619%	1
9	4.7619%	1
10	4.7619%	1
11	4.7619%	1
12	4.7619%	1
13	4.7619%	1
14	4.7619%	1
15	4.7619%	1
16	4.7619%	1
17	4.7619%	1
18	4.7619%	1
19	4.7619%	1
20	4.7619%	1
21	4.7619%	1

Note 1: A Unit's Percentage Interest and share of Common Expense Liability, shall be determined by dividing 100 by the number of Units. Each Unit shall be entitled to cast one (1) vote.