AMENDED AND RESTATED
DECLARATION OF WILBUR'S WOODS MASTER CONDOMINIUM
McKeen Street, Brunswick, Maine

October 2, 2025

AMENDED AND RESTATED DECLARATION OF WILBUR'S WOODS MASTER CONDOMINIUM BRUNSWICK, MAINE

RECITALS

WHEREAS, Wilbur's Woods, LLC, a Maine limited liability company with a mailing address of 30 Exchange Street, Suite 3, Portland, Maine (the "Declarant") created the Wilbur's Woods Master Condominium pursuant to and in accordance with, the terms and conditions of a Declaration of Wilbur's Woods Master Condominium dated August 8, 2024 and recorded in the Registry in Book 40916, Page 263 (the "Original Declaration") and the related plat recorded in the Registry in Plan Book 224, Pages 291 through 293; and

WHEREAS, the Declarant wishes to amend and restate the Original Declaration in its entirety; and

WHEREAS, the Declarant is the sole Unit Owner as of the date hereof and has received the consent of all Eligible Mortgage Holders to amend the Original Declaration.

NOW, THEREFORE, in consideration of the foregoing, the Original Declaration is hereby amended and restated in its entirety, as hereinafter set forth.

ARTICLE 1

SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. Wilbur's Woods, LLC, a Maine limited liability company with a mailing address of 30 Exchange Street, Suite 3, Portland, Maine 04101 (the "Declarant"), owner in fee simple of the land described in **Schedule A** annexed hereto, located in the Town of Brunswick, Cumberland County, Maine (the "Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto and any improvements to be constructed thereon (collectively, the "Property"), to the provisions to be a condominium and submits the same to the provisions of the Maine Condominium Act, 33 M.R.S. §§ 1601-101 to 1604-118, as it may be amended from time to time (the "Condominium Act") and hereby creates with respect to the Property a condominium, to be known as "Wilbur's Woods Master Condominium" (the "Condominium"). The Property is described in a deed from Churchill, LLC to Wilbur's Woods, LLC dated December 11, 2023 recorded in the Registry in Book 40518, Page 107.

Section 1.2. Name and Address of Condominium and Association. The name of the Condominium is the "Wilbur's Woods Master Condominium". The address of the Condominium is the to be assigned Wilbur's Way off of McKeen Street, Brunswick, Maine 04011. The Unit Owners Association is Wilbur's Woods Master Condominium Association, a Maine nonprofit corporation (the "Association") and its address is 30 Exchange Street, Suite 3, Portland, Maine

04101, or such other address as may be designated from time to time by the Executive Board of the Association.

Section 1.3. Plats and Plans. The original plat depicting the Condominium recorded in in the Registry in Plan Book 224, Pages 291 through 293 (the "Original Plat"), has been superseded and replaced by the Amended and Restated Condominium Plat of Wilbur's Woods Master Condominium dated October 2, 2025 and recorded in Plan Book 225, Pages 341 through 343 (hereafter, the "Plat"). Since the Condominium Units are designated parcels of land as described below with no upper or lower horizontal unit boundaries, there are no plans recorded at this time for the Condominium. If Units are declared with upper or lower horizontal unit boundaries which require plans, this Declaration shall be amended to incorporate those Plans as part of the Condominium.

Section 1.4. Defined Terms. Defined Terms are listed in **Schedule D** attached hereto. Terms not otherwise defined herein or in **Schedule D**, as both may be amended from time to time, or on the Plat, shall have the meanings specified in Section 1601-103 of the Condominium Act. Terms defined in the Condominium Act that are also defined herein shall have the general meanings ascribed to them in the Condominium Act and, in addition, the specific meanings ascribed to them in this Declaration.

Section 1.5. Notice to Unit Owners. Notice of matters affecting the Condominium shall be given to Unit Owners by delivery in hand or by sending prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner.

Section 1.6. Notice to Association. Notice of matters affecting the Condominium shall be given to the Association by delivering in hand or by sending prepaid United States mail to the mailing address of the Secretary of the Association.

Section 1.7. Interpretation. In the event of any conflict or discrepancy between this Declaration and the Plat, this Declaration shall govern.

ARTICLE 2

UNITS AND UNIT BOUNDARIES

Section 2.1. Units. The Declarant has declared and creates two (2) units on the Land, which are referred to herein as Unit A and Unit B (the "Units and each a "Unit"). The location of the Units created hereby and their dimensions are shown on the Plat. Attached as **Schedule B** hereto is a list of the two (2) created or declared Units, their identifying numbers and names, undivided Common Element Interest, Common Expense Liability and Vote (the "Allocated Interests") appurtenant to such Units. The Common Element Interest, Common Expense Liability and Votes are based on the number of dwelling units to be constructed within each Unit taken as

a percentage of the overall number of dwelling units to be constructed within the Condominium. The Units are to be conveyed using the form of description attached hereto as **Schedule C**.

Section 2.2. Unit Boundaries. Each Unit is a designated parcel of land comprising a portion of the Property with the boundaries of such Unit as shown on the Plat, together with all airspace above such parcel located within the planes extending from the boundaries of such parcel at ground level and running perpendicular to such boundaries skyward, and all subterranean rights below the ground level of such parcel. All of the land area within the respective boundaries of the Units are part of the respective Unit. The Units have no upper or lower horizontal boundaries.

Section 2.3. Buildings and Improvements. All Buildings and improvements and associated site improvements and facilities now located or hereinafter located on and within the boundaries of each Unit shall be owned by the Unit Owner thereof except to the extent otherwise stated in this Declaration and/or as may be otherwise indicated in any instrument recorded in the Registry. Improvements labeled on the Plat as "need not be built", including the Buildings and improvements within Unit B, need not be built.

Section 2.4. Subdivision or Relocation of Unit Boundaries. Subject to applicable provisions of this Declaration (including those development rights reserved by the Declarant) or law and environmental and land-use ordinances and regulations of the State of Maine and the Town, 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.

Unit A is proposed to consist of up to twenty-one single family home dwelling units (labeled "Homes 1-18" and "Homes 19-21" on the Plat) (the "Homeowner Dwelling Units"). Unit B is proposed to contain a single multifamily Building containing up to 18 dwelling units offered for rent or for sale (the "Apartment Unit" and together with the Homeowner Unit, the "Units"). In accordance with Section 8 herein, and subject to applicable law, the Declarant, or its successor owner of Unit A or B, shall have the right to subdivide and declare up to 21 dwelling units within Unit A and up to 18 dwelling units within Unit B, provided that the overall number of dwelling units within the Condominium shall not exceed thirty-nine (39) dwelling units.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Common Elements. The Common Elements shall consist of all of the Property except the individual Units, and shall include, without limitation, all roads, parking areas, walkways, above and below ground utility lines and facilities, sewer and stormwater lines and facilities, telephone and other communication lines, easements shown on the Plat or set forth in **Schedule A**, and all easement areas located on adjacent properties for the use or benefit of the Property, as shown on the Plat, necessary and convenient to its existence, maintenance and safety, and normally in common use as defined in the Condominium Act, except such parts of the Property

or any rights and easements therein as may be specifically excepted or reserved herein or in any schedule attached hereto or otherwise transferred to third parties such as, by way of example, any portion of the utility systems which may be transferred to the Town or any utility company. Any utility lines and facilities, sewer lines and facilities, telephone and other communication lines, or other similar facilities that may be located on or within a Unit but which serve more than one Unit and any Buildings and improvements and associated site improvements and facilities located on more than one Unit shall be deemed Common Elements. Each Unit Owner shall have the right to use the Common Elements in common with the other Unit Owner as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner and all Buildings and improvements and associated site improvements and facilities located on and within said Units. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Association, as any of the same may hereafter be amended from time to time. If any Common Elements encroach upon any Unit, as shown on the Plat, a valid easement appurtenant to the encroaching Common Elements for the encroachment and for maintenance of the same shall exist for so long as the encroachment shall exist. Without limiting the foregoing, the following shall be Common Elements:

a. ACCESS DRIVE. The Access Drive is a Common Element and shall remain a private way, unless it is accepted by the Town as a public way in the future, and until such time, the Association shall be responsible for all maintenance, repair, and replacement of the Access Drive, including plowing.

b. STORMWATER AREA. The stormwater management areas on the Property which shall be used to construct and maintain the stormwater management features required by the Town, the Maine Department of Environmental Protection, and any other applicable regulatory authority and are identified on the Plat as "Stormwater Area (CE)" are laid out as Common Elements, including without limitation those systems and protocols required by the Maine Department of Environmental Protection Stormwater Management Law Permit Number L-30630-NJ-A-N (the "Stormwater Permit"), as may be amended from time to time (the "Stormwater Area"), and the Association shall be responsible for all maintenance, repair, and replacement of the Stormwater Area in compliance with all applicable permits and approvals, including without limitation arranging for the Stormwater Area's regular inspection and maintenance, and the cost of such maintenance, repair and replacement of the Stormwater Area shall be allocated to the Unit Owners in accordance with their common expense liability.

Section 3.2. Limited Common Elements. Limited Common Elements are those portions of the Common Elements allocated pursuant to the terms of the Condominium Act or this Declaration for the exclusive use of fewer than all of the Units. Any utility lines and facilities, sewer lines and facilities, telephone and other communication lines, or other similar facilities that may be located on or within a Unit but which serve the other Unit and any Buildings and improvements and associated site improvements and facilities located on and within such other Unit shall be deemed Limited Common Elements as to the Unit that they serve. Hereafter, the two parking areas labeled on the Original Plat as "Parking LCE Unit A" and the walkways labeled

"Drive LCE Unit A", shall no longer be limited common elements and instead shall be included within the Unit Boundary of Unit A as depicted on the Plat as the "Unit A Drive".

Section 3.3. 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.

Section 3.4. Alteration of Common Elements by the Declarant. No Owner shall make any alteration, improvement, or change of any of the Common Elements or any part of them, without having first obtained the permission of the Executive Board and having complied with any conditions required by the Executive Board as a condition of granting such permission. The Declarant reserves the right to modify, alter, remove or improve portion 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 3.5. Easements Within Common Elements and Units. The Units and any Buildings thereon are subject to or benefit from the following easements:

a. Easements across Units for the Association. The Association shall have the right and easement to have access to each Unit as may be necessary in order to inspect, maintain, repair or replace any utilities, the Stormwater Treatment System (defined in 3.5c below), Common Elements or Limited Common Elements therein or accessible therefrom, or to inspect for or abate any violation of this Declaration.

b. Access Easement. The Units are hereby subject to a reciprocal easement for vehicular and pedestrian access, ingress and egress over, through, into, across and on any portion the roads, ways, walkways, and the like depicted on the Plat, for the use by the Unit Owners and their managers, invitees, employees, licensees, agents, and the residents, invitees, employees, agents, and visitors of any tenant or Building on the Units.

c. Stormwater Easement. Each Unit is subject to an easement benefitting the Association and each of the other Unit Owners for the drainage of storm water from the Common Elements, from the Units and from the roads and other impervious surfaces now or hereafter located within the Condominium. Without limiting the foregoing sentence, the Units are further subject to reciprocal easement benefitting the Association for the construction, maintenance and monitoring of above and below ground stormwater treatment systems benefiting each of the Units,

as required by the Town and the Maine Department of Environmental Protection (collectively the "Stormwater Treatment System") which shall be connected to the Stormwater Area as described above and depicted on the Plat. The Stormwater Treatment System shall be maintained and kept in good repair in compliance with the Stormwater Permit.

d. Additional Easements for Utility Service. At the request of a Unit Owner in connection with any construction on and within a Unit, the Association shall grant such usual and customary utility easements over, under and through the Common Elements as shall be reasonably necessary to allow for utility service for any Buildings and improvements and associated site improvements and facilities that may be constructed on or within the Units.

Each Unit Owner shall protect, defend, indemnify and hold the other Unit Owners and Association harmless from any liability, claims, damage or loss (including, without limitation, reasonable attorneys' fees and other costs of legal action or representation) which may result from such Unit Owner's exercise of the rights and easements contained herein.

ARTICLE 4

MAINTENANCE RESPONSIBILITIES

Section 4.1. Maintenance Responsibilities. 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 4.2. 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 benefited, except as otherwise noted in the Condominium Documents.

Section 4.3. Maintenance and Inspection of Common Elements.

(a) The Association, or the Managing Agent of the Association in accordance with Article 14, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Executive Board 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.

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

Section 4.4. Maintenance of Unit. Each Unit Owner shall keep and maintain his or her Unit and any Building and improvements within the Unit (including all 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. 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 4.5. 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 4.4, 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 5

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 5.1. Percentage Interests. Attached hereto as **Schedule B** is a list of Units by their identifying number and the Percentage Interest appurtenant to each Unit, for all Units created as of the time of the recording of this Declaration together with an explanation of the formula by which such Percentage Interest is determined. Upon the creation and declaration of additional Units, this Declaration and **Schedule B** shall be amended to include the Units then existing in the Condominium, their identifying numbers, phase numbers, common element interest, common expense liability and vote appurtenant to each Unit.

Section 5.2. 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 **Schedule B**, and as such shall be determined by the same formula by which the Percentage Interest is determined. Notwithstanding the foregoing, and in accordance with Section 1603-115 of the

Act, the Association may adopt an annual Budget allowing for different categories or amounts of monthly assessments as applicable to Built Units that are (i) fully constructed and benefiting from all Common Expenses and (ii) Un-built Units that are not fully constructed or otherwise not benefiting from all Common Expenses (e.g., incomplete or unoccupied units, may be assessed a lower monthly assessment if such Units do not benefit from common expenses relating to common utilities, trash removal, snow removal, etc.), and may assess Built and Un-built Units based upon the reduced level of expenses that benefit such Un-built Units.

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.

Notwithstanding anything herein to the contrary, until a building permit has been issued for the Building(s) that may be constructed within Unit B, all Common Expenses shall be assessed to Unit A.

Section 5.3. Allocation of Owners' Voting Rights. Each Owner of a Unit shall be entitled to cast the number of votes as described on **Schedule B**. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the votes for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit, or in the case of a Unit in which a Sub-Condominium is declared, the Executive Board of the Sub-Association shall be entitled to cast the votes for said Unit.

ARTICLE 6

EASEMENTS & LICENSES

Section 6.1. 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 6.2. 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 6.3. 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 6.4. Ingress, Egress and Regress; Recreational Use. 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 (including Limited Common Elements) as a means of ingress, egress and regress to and from the Property. 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. For the avoidance of doubt, in addition to the easement rights for ingress, egress, and regress, the Owner of Unit B, and managers, invitees, employees, licensees, agents, and the residents, invitees, employees, agents, and visitors of any tenant or Building, shall also have the right and easement to use the Access Drive, the Unit A Drive and the walkways and sidewalks (and trails if constructed) that are located within Unit A for bicycle and pedestrian recreational use and enjoyment.

Section 6.5. 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 any Building or if any of the Buildings or Units are not constructed precisely in accordance with the dimension shown on the Plat 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 any 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 6.6. 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; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building or impair or structurally weaken any Building; 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 6.7. Association's Rights. The Association shall have rights reserved to it by the Declarant in Section 4.3. 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 6.8. Special Declarant Rights. Declarant, its successors and assigns, have the rights and easements specified in Article 8 of this Declaration entitled Development Rights and Special Declarant Rights.

Section 6.9. Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed (including those Units the Declarant reserves the right to create herein and including the sale of dwelling units contemplated to be constructed within the Units), 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 6.10. Additional Easements, Covenants, Restrictions. The Property is also subject to any easements and restrictions set forth on the attached **Exhibit A** and/or as shown on the Plat and is further subject to the following: Terms and conditions of the Multi-Unit Subdivision Plan of Wilbur's Woods Condominium dated November 6, 2023 and signed on July 24, 2024, with Planning Board approval signed on July 26, 2024 and recorded in the Registry in Plan Book 224, Page 290, and the terms and conditions of any related subdivision or site plan permits or approvals granted by the Town, as may be amended from time to time, whether or not such terms and conditions are noted or referenced on the Plan or in any other instrument recorded in the Registry.

ARTICLE 7

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

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

(a) Residential Use. The Units and the Buildings constructed within the Units (with the exception of any such Units or Buildings during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential uses. The Units may

not be used for any other purposes by the Owner or any future Owner. Notwithstanding any of the foregoing, an Owner or resident of a dwelling unit constructed within a Unit may use said dwelling unit for the purpose of a home office, provided, however, that any such use 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. 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 within the Owner's Unit or any Limited Common Element which is visible from outside the Owner's 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 Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Executive Board may make further provisions in the Rules 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 Board may specifically regulate or exclude from the Condominium particular breeds or species of dogs or other pets as determined by the 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 Executive Board 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 Executive Board for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

(g) Rules and Regulations. The Executive Board may 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 alteration, remodeling or renovation of the exterior of any Building within a 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. When making any alteration, the Unit Owner is required to obtain all necessary approvals and permits as may be required by the Town, 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 7.1, 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 7.2. Local Zoning. The Units shall be used and occupied in accordance with all local zoning requirements of the Town.

ARTICLE 8

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 8.1. General Development Rights. In addition to the easement rights reserved in Article 6, 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 or Buildings within the Units is completed, including any future Units or Buildings within the Units which may be created under this Declaration, 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 or Buildings within the Units is completed, including any future Units or Buildings within the Units which may be created under this Declaration, 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 or Buildings within the Units is completed, including any future Units or Buildings within the Units which may be created under this Declaration, 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 6 hereof, to make the Condominium part of a larger condominium, to make the Condominium subject to a master 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 Executive Board and Officers of the Association in accordance with Article 9.

Section 8.2. Phasing. Declarant reserves the right but not the obligation until fifteen (15) years from the date of the recording of this Declaration to develop on the Property a total of up to thirty-nine additional Units (or residential dwelling units located within the Units), Common Elements and Limited Common Elements appurtenant to such Units on the land as described in the attached **Exhibit A**, all pursuant to Section 1602-110 of the Condominium Act, as follows:

(a) twenty-one Homeowner Dwelling Units may be constructed within Unit A, which may be declared as part of a sub-condominium, subject to this Declaration as a master condominium declaration, or declared as twenty-one additional units within the Condominium.

(b) up to 18 dwelling units may be constructed within Unit B, as an 18-unit apartment building owned by a single Unit Owner and offered for rent to residential tenants, declared as a sub-condominium subject to this Declaration as master condominium declaration and offered for sale, or declared as up to 18 additional units within the Condominium offered for sale or rent.

Except as otherwise provided for herein, all restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units shall apply to additional Units created, including, without limitation, the restriction to residential use. The Declarant is under no obligation to construct any improvements shown on the Plat within the Units contemplated pursuant to this Section 8.2 which are labeled as "NEED NOT BE BUILT".

Upon the addition of Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with the methodology described in Section 2.1 of this Declaration, and as more particularly set forth in the amendment adding a Unit or Units, as the case may be, and **Exhibit B** shall be amended accordingly. The Declarant reserves the right, without seeking consents of Unit Owners or Eligible Mortgagees, to prepare, execute and record amendments to this Declaration, creating such additional units and amending **Exhibit B** as set forth herein.

Section 8.3. 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 a new Plat or record an affidavit that the Plat 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 8.4. 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 8 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 8 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 the 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 8.5. 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 Plat to correct technical errors, to address requirements of approval of the Town, 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.

Section 8.6. Assignment of Declarant 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 9

ASSOCIATION; EXECUTIVE BOARD

Section 9.1. The Association. The Association shall be organized to govern and operate the Condominium subject to the provisions of the Condominium Act, this Declaration and the Bylaws, as amended from time to time. All Owners shall be members of Association, and no one other than an Owner shall be a member. The Association shall have all of the powers set forth in the Condominium Act, except as otherwise stated in this Declaration, including without limitation all the powers set forth in Section 1603-102 of the Act and listed on **Exhibit E** hereto.

Section 9.2. Executive Board. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Executive Board shall have the power to act on behalf of the Association and elect officers, as provided in the Bylaws. The Board shall consist of three (3)

members (the "Members"), at least a majority of whom shall be Unit Owners or, in the case of a Unit Owner which is an entity such as a Sub-Association, partnership, limited liability company, corporation, trust or estate, or other entity capable of holding title to real property in the State of Maine, a designated agent thereof. Following the expiration of the Declarant Control Period described in Section 9.3, the Members of the Executive Board shall be appointed by the Unit Owners as follows:

(a) One Member shall be appointed by the Owner of Unit A who shall serve until such time as said Member is replaced by the said Owner or until said Member resigns or dies provided, however, that upon the transfer of said Unit to a successor Owner, said successor Owner shall appoint a new Member at which time said current Member's term shall automatically terminate without the necessity of said current Member's resignation;

(b) One Member shall be appointed by the Owner of Unit B who shall serve until such time as said Member is replaced by the said Owner or until said Member resigns or dies provided, however, that upon the transfer of said Unit to a successor Owner, said successor Owner shall appoint a new Member at which time said current Member's term shall automatically terminate without the necessity of said current Member's resignation; and

(c) One Member shall be jointly appointed by the Owner of Unit A and the Owner of Unit B who shall serve until such time as said Member is replaced by the said Owners or until said Member resigns or dies provided, however, that upon the transfer of either of said Units to a successor Owner, said successor Owner and said existing Owner shall appoint a new Member at which time said current Member's term shall automatically terminate without the necessity of said current Member's resignation.

In the case of Unit which is subject to a sub-condominium and managed by a Sub-Association, then the Members of the Executive Board of the Wilbur's Woods Master Condominium Association that said Unit is entitled to appoint, shall be appointed by the Executive Board of the Sub-Association consistent with Section 1602-120(e)(4) of the Act.

Section 9.3. Declarant Control Period. The Declarant shall be entitled to appoint and remove the officers and members of the Executive Board from the date of the Original Declaration until the earlier of (i) sixty (60) days after the conveyance of 75% of all of the Units 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.

Section 9.4. Notice. The Executive Board shall cause notice of matters affecting the Condominium to be given to all Owners as required by Section 1.5. The Executive Board member noticing the meeting shall additionally endeavor to give notice via e-mail or telephone. If a Unit is

owned by more than one person, then notice given to one of the Owners shall be sufficient to serve as notice to all of the owners of that Unit. If the notice is of a meeting at which an Owner has the right to vote or of an action to be taken to which an Owner has the right to consent or refuse consent, then the notice shall be given to such in accordance with the Bylaws.

Section 9.5. Bylaws. The Bylaws shall contain provisions for the operation and governance of the Association. No provision of the Bylaws shall be inconsistent with this Declaration and to the extent, if at all, that any other provisions of the Bylaws conflict with the Declaration, the Declaration shall control.

ARTICLE 10

ASSESSMENTS; LIABILITY OF OWNERS

Section 10.1. 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, and the establishment of reserves for the same such amounts as are necessary for uncollectible Assessments or maintenance expenses otherwise the responsibility of a Unit Owner; budget deficits; 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, 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 Common Elements, Limited Common 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.

Section 10.2. 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 5.2 and **Exhibit B**. Pursuant to the foregoing, and in accordance with Section 1603-115 of the Act, the Association may adopt an annual Budget allowing for different categories or amounts of monthly assessments as applicable to Built Units that are (i) fully connected and benefiting from all Common Expenses and (ii) Un-built Units that are not fully constructed or otherwise benefiting from all Common Expenses (e.g.,

incomplete or unoccupied units, may be assessed a lower monthly assessment if such Units do not benefit from common expenses relating to common utilities, trash removal, snow removal, etc.).

Section 10.3. 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 10.4. 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 Section 5.2 of this Declaration, 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 10.5. 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 10.3 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 10.6. 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 10.7. 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 10.8. 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 or 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 10.9. 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 10.10. 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 11

INSURANCE

Section 11.1. 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 11.2 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. 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 Master 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 11.2 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. 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 11.2 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 the Bylaws 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 11.2. 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 11.6 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 11.1 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 11.3. 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 11.4. 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 11.5. 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 11.6. 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 11.6. 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 11.6(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 11.6(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 11.7. 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 11.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

ARTICLE 12

RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS

Section 12.1. 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 any Rules and Regulations.

Section 12.2. 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, 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 12.3. 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 12.4. 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 12.5. 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 13

AMENDMENT; TERMINATION

Section 13.1. Amendment. 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, During the Declarant Control Period, any such amendment shall also require the consent of the Declarant. 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;
(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.

13.2. Termination. Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of the Unit Owners of Units to which eighty percent (80%) of the votes in the Association are allocated and such agreement must also be approved by Eligible Mortgage Holders representing sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 14

MANAGING AGENT

Section 14.1. Managing Agent. The Association shall have the right to employ a professional experienced property management firm to provide property maintenance services for the Association and for individual Unit Owners at their request, 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"). Such agreement(s) shall be cancelable by either party 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. The Agreement shall also provide that Individual Unit Owners who choose to receive property management services as provided herein, shall have the right to opt out of property management provided within the Unit upon not less than sixty (60) days nor more than ninety (90) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 14 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Executive Board.

Section 14.2. 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. The cost of the provision of such services shall be a Common Expense.

ARTICLE 15

MISCELLANEOUS

If any provision of this Declaration, the Bylaws or any Rules and Regulations adopted by the Association, or any section, sentence, clause, phrase, or word therein, or the application thereof

in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then such laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and such Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a Unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues for thirty (30) days after notice thereof by the Association to the Unit Owner may be prohibited by the Executive Board from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies, including penalties and fines, available to the Board.

This Declaration is independent of any requirements or restrictions imposed by the ordinances of the Town. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. The Town has no authority or responsibility to enforce the provisions of this Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amended and Restated Declaration is hereby executed effective the first day and year written above.

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

SCHEDULE A

LEGAL DESCRIPTION

A certain lot or parcel of land, situated on the northerly side of McKeen Street in the Town of Brunswick, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

Beginning at a granite monument located on the northerly sideline of said McKeen Street, at the southwesterly corner of land now or formerly of Christian & Katya Rogers, as described in a deed recorded at the Cumberland County Registry of Deeds (the "Registry") in Book 36324, Page 321;

Thence N 08° 52' 36" W along the westerly line of said land of Rogers and land now or formerly of the Church of the Nazarene of Brunswick, as described in a deed recorded at the Registry in Book 35543, Page 170, a distance of 300.00 feet to a granite monument located at a corner;

Thence N 40° 39' 31" w along the southwesterly line of land now or formerly of the McKeen Woods Homeowners Association, as described in a deed recorded at said Registry in Book 11389, Page 177 and Book 13537, Page 271, a distance of 401.66 feet to a survey pin set on the easterly line of land now or formerly of Sandra Dempsey, as described in a deed recorded at said Registry in Book 35512, Page 278;

Thence S 09° 04' 36" E along the easterly line of said land of Dempsey, a distance of 106.11 feet to a survey pin set;

Thence S 80° 54' 48" W along the southerly line of said land of Dempsey and the land now or formerly of Katherine Dowling & Craig Williamson, as described in a deed recorded at said Registry in Book 35491, Page 186, a distance of 211.60 feet to a survey pin set on the easterly line of land now or formerly of William & Barbara Taylor, as described in a deed recorded at said Registry in Book 39476, Page 315;

Thence S 09° 04' 36" E along the easterly line of said land of Taylor, a distance of 27.29 feet to a survey pin set;

Thence S 80° 55' 24" W along the southerly line of said land of Taylor, a distance of 117.40 feet to a survey pin set on the easterly line of land now or formerly of the Roman Catholic Bishop of Portland, as described in a deed recorded at said Registry in Book 2321, Page 305;

Thence S 08° 52' 36" E along the easterly line of said land of Roman Catholic Bishop of Portland, a distance of 356.85 feet to a survey pin found at the northwesterly corner of land now or formerly of the Lori & Nicholas Bessett, as described in a deed recorded said Registry in Book 34723, Page 113;

Thence N 81° 07' 24" E along the northerly lines of said land of Bessett, land now or formerly of Lillian Shields & Eric Clifford as described in a deed recorded at said Registry in Book 37593, Page 49, land now or formerly of Scott & Debra Ambs as described in a deed recorded at said Registry in Book 24515, Page 151, and land now or formerly of Yeshi Sherab & Dolma Yangzom as described in a deed recorded at said Registry in Book 34052, Page 15, a distance of 400.00 feet to a survey pin found;

Thence S 08° 52' 36" E along the easterly line of said land of Sherab & Yangzom, a distance of 150.00 feet to a survey pin found on the northerly sideline of said McKeen Street;

Thence N 81° 07' 24" E along the northerly sideline of said McKeen Street, a distance of 140.08 feet to the Point of Beginning.

Containing 4.87 Acres (212,032 Square Feet), more or less. All bearings refer to Grid North, Maine State Plane Coordinate System, West Zone. All survey pins to be set are 5/8" rebar with identification cap reading "Clark – PLS #2245".

Being all of the premises granted to Wilbur's Woods, LLC from Churchill, LLC by deed dated December 11, 2023 recorded in the Cumberland County Registry of Deeds in Book 40518, Page 107.

SUBJECT TO:

1. 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.

2. Possible rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company from McKeen Woods Development Corporation, dated February 13, 1987 and recorded in Book 7779, Page 328.

3. Possible rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company from McKeen Woods Development Corporation, dated February 13, 1987 and recorded in Book 7779, Page 329.

4. Restrictions and terms and conditions related thereto, regarding a 25' buffer strip, as set forth in a Warranty Deed from Robert J. Cole dated January 24, 2007 and recorded in Book 24799, Page 19; as affected by Modification Agreement by and between Marilyn Ouellette and Churchill, LLC dated February 21, 2007 and recorded in Book 24889, Page 137.

5. Rights and easements set forth in a Natural Gas Utility Easement from Churchill, LLC to Maine Natural Gas Corporation dated June 13, 2007 and recorded in Book 25264, Page 84.

SCHEDULE B

Unit	Undivided Common Element Interest	Common Expense Liability	Votes
Unit A	53.85%	53.85%	54
Unit B	46.15%	46.15%	46

The formula for allocating and reallocating Common Element Interest, Common Expense Liability, Votes for each Unit is set forth in Section 2.1 of Article 2 of this Declaration.

Notwithstanding anything herein to the contrary, until a building permit has been issued for the building to be constructed within Unit B, all Common Expenses shall be assessed to Unit A.

SCHEDULE C
FORM OF UNIT DESCRIPTION

Unit [A][B] 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 _____, Page _____, 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 "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 November 6, 2023 and revised through August 5, 2024, recorded in the Registry Plan Book 224, Pages 291 through 293, as same may be amended from time to time, as amended and superseded by the Amended and Restated Condominium Plat of Wilbur's Woods Master Condominium recorded in 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.

b. All terms, easements, covenants, obligations, conditions, restrictions, reservations and encumbrances contained in or referred to in the Declaration, on the 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.

SCHEDULE D

DEFINITIONS

(a) "Access Drive" means the access road to be constructed on the Property identified on the Plat as "Access Drive (CE)" (together with all drainage, signage, and other related appurtenances thereto).

(b) "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.

(c) "Association" means the Condominium Association of the Condominium, which is known as the **Wilbur's Woods Master Condominium Association**.

(d) "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.

(e) "Built Units" means Units in which the improvements therein have been fully constructed and for which a certificate of occupancy has been issued by the Town.

(f) "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.

(g) "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.

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

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

(j) "Condominium Documents" means the Declaration and all Schedules attached thereto, as both may be amended from time to time, Plat, 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 described in Section 9.3 of the Declaration ending on the earlier of (i) sixty (60) days after the conveyance of 75% of the all of the Units 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.

(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 8 hereof to add real estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or, convert Units into Common Elements, or to withdraw any Real Estate, Units, or Property from the Condominium.

(o) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, which has delivered written notice to the association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt 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 12.2 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 11.3 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) "Managing Agent" means the Managing Agent described in Section 14.1 of the Declaration.

(v) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units.

(w) "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, and in the case of a Unit that is declared as a Sub-Condominium, the Sub-Association of that Sub-Condominium.

(x) "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.

(y) "Plat" means the Plat as defined in Section 1.3 of the Declaration, which is recorded in the Registry, and as such may be amended and supplemented from time to time.

(z) "Property" means the Property described in Section 1.1 of the Declaration.

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

(bb) "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.

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

(dd) "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.

(ee) "Sub-Association" means one more unit owners associations for any Sub-Condominium created within the Condominium.

(ff) "Sub-Condominium" means one or more condominiums declared pursuant the Act within the Units of the Condominium, which is declared subject to this Declaration and which is governed by a Sub-Association.

(gg) "Town" means the Town of Brunswick.

(hh) "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 2 hereof.

(ii) "Un-built Units" means declared Units in which the improvements have not been built, or that are not completed, and for which a certificate of occupancy from the Town has not been issued. Once a certificate of occupancy has been issued for improvements located within said Unitsuch Unit shall be treated as a Built Unit.

EXHIBIT E
SPECIFIC POWERS OF THE MASTER ASSOCIATION

1. Adopt and amend bylaws and rules and regulations;
2. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from unit owners (including from sub-associations for Condominiums declared within Units);
3. Hire and terminate managing agents and other employees, agents and independent contractors;
4. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or 2 or more unit owners on matters affecting the condominium;
5. Make contracts and incur liabilities;
6. Regulate the use, maintenance, repair, replacement and modification of common elements;
7. Cause additional improvements to be made as a part of the common elements;
8. Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only pursuant to section 1603-112;
9. Grant easements, leases, licenses and concessions through or over the common elements;
10. Impose and receive any payments, fees or charges for the use, rental or operation of the common elements other than limited common elements described in section 1602-102, paragraphs (2) and (4) and services provided to unit owners;
11. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws and rules and regulations of the association;
12. Impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates required by section 1604-108 or statements of unpaid assessments;
13. Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
14. Assign its right to future income, including the right to receive assessments, but only if approval of a majority of unit owners is obtained;
15. Exercise any other powers conferred by the declaration or bylaws;
16. Exercise all other powers that may be exercised in this State by legal entities of the same type as the association;
17. Exercise any other powers necessary and proper for the governance and operation of the association; and
18. Suspend any right or privilege of a unit owner that fails to pay an assessment, but may not:
    a. Deny a unit owner or other occupant access to the unit owner's unit; or
    b. Withhold services provided to a unit or a unit owner by the association if the effect of withholding the service would be to endanger the health, safety or property of any person.

(b) Notwithstanding subsection (a), the declaration may not impose limitations on the power of the association to deal with the declarant that are more restrictive than the limitations imposed on the power of the association to deal with other persons except as permitted by this

Act. A provision requiring arbitration of disputes between the declarant and the association or between the declarant and unit owners does not violate this section.

LIMITED JOINDER AGREEMENT OF MORTGAGEE

Unit A, Wilbur's Woods Master Condominium, Wilbur's Way, Brunswick, Maine

The undersigned, **BATH SAVINGS INSTITUTION**, (the "Bank"), a Maine banking organization with a place of business at 105 Front Street, Bath, Maine 04530, as holder of and mortgagee under a certain Mortgage, Security Agreement, Lease Assignment & Financing Statement dated August 9, 2024 and recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 40920, Page 1, a Collateral Assignment of Leases and Rents dated August 9, 2024 and recorded in the Registry in Book 40920, Page 30, and a UCC-1 Financing Statement dated August 9, 2024 and recorded in the Registry in Book 40920, Page 38 (collectively, the "Mortgage"), given by **WILBUR'S WOODS, LLC** ("Declarant") to Bank, hereby joins with Declarant in submitting the land and the buildings and rights appurtenant thereto described in the Declaration of Wilbur's Woods Master Condominium dated as of August 8, 2024 and recorded in the Registry in Book 40916, Page 263, as amended by an Amended and Restated Declaration of Wilbur's Woods Master Condominium dated as of October 2, 2025 and to be recorded herewith, as the same may be further amended (collectively, the "Declaration") and being subject to certain liens as described in an Intercreditor and Subordination Agreement between Maine State Housing Authority, Bank, and Declarant dated August 9, 2024 and recorded in the Registry in Book 40920, Page 66 and to the provisions of the Maine Condominium Act, 33 M.R.S.A., §§1601-101 et. seq. for the sole and limited purpose of evidencing its consent as mortgage holder to such submission for compliance with the requirements of said Act and for the creation and granting of those easements, licenses, uses, rights and privileges described in the Declaration, PROVIDED, that such joinder and consent shall not be construed to make Bank, its successors and assigns, as mortgagee, the Declarant or to impose on it any of the obligations or liabilities of the Declarant under the Declaration of Condominium, including without limitation, any obligations or liability of any kind to any purchaser(s) of any condominium unit(s), and Bank makes no warranties or covenants to any person or party as to title, merchantability, fitness for particular purpose, physical condition or otherwise as to the condominium premises, express or implied.

The undersigned hereby agrees that its security interest under the aforesaid Mortgage shall be subject to the provisions of the Maine Condominium Act, as amended, and shall attach to Unit A created under the Declaration. The undersigned further agrees that in the exercise of its rights as mortgagee under the aforesaid Mortgage, it will recognize the establishment of a condominium by the foregoing Declaration.

[*Signature page follows*]

IN WITNESS WHEREOF, the said BATH SAVINGS INSTITUTION has executed this instrument as of this 3rd day of October, 2025.

BATH SAVINGS INSTITUTION

Witness

By: James Perkolidis
James Perkolidis
Its Vice President

STATE OF MAINE
CUMBERLAND, SS

October 3, 2025

Then personally appeared before me the above named James Perkolidis in his capacity as Vice President of Bath Savings Institution and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Bath Savings Institution.

Before me,

Jacob F. Bowie, Attorney-at-Law
Maine Bar No. 5627

LIMITED JOINDER AGREEMENT OF MORTGAGEE

Unit A, Wilbur's Woods Master Condominium, Wilbur's Way, Brunswick, Maine

The undersigned, **MAINE STATE HOUSING AUTHORITY**, ("MaineHousing"), a public body corporate and politic and an instrumentality of the State of Maine with a mailing address of 26 Edison Drive, Augusta, Maine 04330, as holder of and mortgagee under a certain Mortgage and Security Agreement dated August 9, 2024 and recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 40920, Page 43 (the "Mortgage"), given by **WILBUR'S WOODS, LLC** ("Declarant") to MaineHousing, hereby joins with Declarant in submitting the land and the buildings and rights appurtenant thereto described in the Declaration of Wilbur's Woods Master Condominium dated as of August 8, 2024 and recorded in the Registry in Book 40916, Page 263, as amended by an Amended and Restated Declaration of Wilbur's Woods Master Condominium dated as of October 2, 2025 and to be recorded herewith, as the same may be further amended (collectively, the "Declaration") and being subject to certain liens as described in an Intercreditor and Subordination Agreement between MaineHousing, Bath Savings Institution, and Declarant dated August 9, 2024 and recorded in the Registry in Book 40920, Page 66 and to the provisions of the Maine Condominium Act, 33 M.R.S.A., §§1601-101 et. seq. for the sole and limited purpose of evidencing its consent as mortgage holder to such submission for compliance with the requirements of said Act and for the creation and granting of those easements, licenses, uses, rights and privileges described in the Declaration, PROVIDED, that such joinder and consent shall not be construed to make MaineHousing, its successors and assigns, as mortgagee, the Declarant or to impose on it any of the obligations or liabilities of the Declarant under the Declaration of Condominium, including without limitation, any obligations or liability of any kind to any purchaser(s) of any condominium unit(s), and MaineHousing makes no warranties or covenants to any person or party as to title, merchantability, fitness for particular purpose, physical condition or otherwise as to the condominium premises, express or implied.

The undersigned hereby agrees that its security interest under the aforesaid Mortgage shall be subject to the provisions of the Maine Condominium Act, as amended, and shall attach to Unit A created under the Declaration. The undersigned further agrees that in the exercise of its rights as mortgagee under the aforesaid Mortgage, it will recognize the establishment of a condominium by the foregoing Declaration.

[*Signature page follows*]

DOC :41263 BK:41776 PG:288
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
10/07/2025, 01:43:39P
Register of Deeds Jessica M. Spaulding E-RECORDED

IN WITNESS WHEREOF, the said MAINE STATE HOUSING AUTHORITY has executed this instrument as of this 1st day of July, 2025.

MAINE STATE HOUSING AUTHORITY

Witness

By: _____
Michael Shoykhet
Its Multifamily Loan Officer

STATE OF MAINE
CUMBERLAND, SS

July 1, 2025

Then personally appeared before me the above named Michael Shoykhet in his/her capacity as Multifamily Loan Officer of Maine State Housing Authority and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Maine State Housing Authority.

Before me,

_____
Santo Longo, Esq.
Attorney at Law, Maine Bar No. 5192