

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I - WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal _____ | Unknown
 Drilled Dug Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): N/A Yes No Unknown
Quantity: Yes No Unknown
Quality: Yes No Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No
If Yes, Date of most recent test: See below Are test results available? .. Yes No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
If Yes, are test results available? Yes No
What steps were taken to remedy the problem?

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: Location:
Installed by:
Date of Installation:
USE: Number of persons currently using system:
Does system supply water for more than one household? Yes No Unknown

Comments: Potable water is a public utility tested regularly by Brunswick Water Dept.

Source of Section I information: Seller
Buyer Initials _____ Page 1 of 8 Seller Initials _____

SECTION II - WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public N/A Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?..... Yes No

~~If Yes, what results:~~ N/A

Have you experienced any problems such as line or other malfunctions? Yes No

~~What steps were taken to remedy the problem?~~ N/A

IF PRIVATE (Strike Section if Not Applicable):

Tank: Septic Tank Holding Tank Cesspool Other: _____

Overboard Discharge (38 MKS Section 413(3) and (3-A))

Tank Size: 500 Gallon 1000 Gallon Unknown Other: _____

Tank Type: Concrete Metal Unknown Other: _____

Location: _____ OR Unknown

Date installed: _____ Date last pumped: _____ Name of pumping company: _____

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem: _____

Date of last servicing of tank: _____ Name of company servicing tank: _____

Leach Field: Yes No Unknown

If Yes, Location: _____

Date of installation of leach field: _____ Installed by: _____

Date of last servicing of leach field: _____ Company servicing leach field: _____

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

Do you have records of the design indicating the # of bedrooms the system was designed for? Yes No

If Yes, are they available? Yes No

Is System located in a Shoreland Zone? Yes No Unknown

Comments: Waste water is a public utility - billed through HOA fees

Source of Section II information: Seller

SECTION III - HEATING SYSTEM(S)/HEATING SOURCE(S)

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System	Radiant Floor	Heat Pump	*	*
Age of system(s) or source(s)	2019/2020	2025	*	*
TYPE(S) of Fuel	Natural Gas	Electric	*	*
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)	515 therms	Part of electric	*	*
Name of company that services system(s) or source(s)	Aaron Hamilton	Aaron Hamilton	*	*
Date of most recent service call	2025	2025	*	*
Malfunctions per system(s) or source(s) within past 2 years	None	None	*	*
Other pertinent information	None	Samsung 12k BTU	*	*

Are there fuel supply lines? Yes No Unknown
 Are any buried? Yes No Unknown
 Are all sleeved? Yes No Unknown
 Chimney(s): Yes No
 If Yes, are they lined? Yes No Unknown
 Is more than one heat source vented through one flue? Yes No Unknown
 Had a chimney fire? Yes No Unknown
 Has chimney(s) been inspected? Yes No Unknown
 If Yes, date: _____
 Date chimney(s) last cleaned: _____
 Direct and/or Power Vent(s): Yes No Unknown
 Has vent(s) been inspected? Yes No Unknown
 If Yes, date: _____

Comments: **Each unit has its own boiler, utility room shared on abutters property.**

Source of Section III information: **Seller**

SECTION IV - HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property? Yes No Unknown
 If Yes, are tanks in current use? Yes No Unknown
 If no longer in use, how long have they been out of service?
 If tanks are no longer in use, have tanks been abandoned according to DEP? Yes No Unknown
 Are tanks registered with DEP? Yes No Unknown
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____

Buyer Initials _____ Page 3 of 8 Seller Initials _____

What materials are, or were, stored in the tank(s)?

Have you experienced any problems such as leakage: Yes No Unknown

Comments: No known underground storage tanks

Source of information: Seller

B. ASBESTOS - Is there now or has there been asbestos:

- As insulation on the heating system pipes or duct work? Yes No Unknown
- In the ceilings? Yes No Unknown
- In the siding? Yes No Unknown
- In the roofing shingles? Yes No Unknown
- In flooring tiles? Yes No Unknown
- ~~Other: _____ Yes No Unknown~~

Comments: None known to seller, construction date 2002

Source of information: Seller

C. RADON/AIR - Current or previously existing:

- Has the property been tested? Yes No Unknown
- If Yes: Date: _____ By: _____
- Results: _____
- If applicable, what remedial steps were taken? _____
- Has the property been tested since remedial steps? Yes No Unknown
- Are test results available? Yes No

Results/Comments: No known radon tests

Source of information: Seller

D. RADON/WATER - Current or previously existing:

- Has the property been tested? Yes No Unknown
- If Yes: Date: _____ By: _____
- Results: _____
- If applicable, what remedial steps were taken? _____
- Has the property been tested since remedial steps? Yes No Unknown
- Are test results available? Yes No

Results/Comments: No known radon tests

Source of information: Seller

E. METHAMPHETAMINE - Current or previously existing:

- Yes No Unknown

Comments: None known

Source of information: Seller

Buyer Initials _____

Seller Initials _____

F. LEAD-BASED PAINT/PAINT HAZARDS - (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... Yes No Unknown Unknown (but possible due to age)

If Yes, describe location and basis for determination: *****

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: Yes No

If Yes, describe: *****

Are you aware of any cracking, peeling or flaking paint? Yes No

Comments: Built post 1978

Source of information: Seller

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown

LAND FILL: Yes No Unknown

RADIOACTIVE MATERIAL: Yes No Unknown

~~Other:~~ N/A

Source of information: Seller

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V - ACCESS TO THE PROPERTY

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? Yes No Unknown

If Yes, explain: Woodland Village South 1 HOA Docs

Source of information: Sellers, deed, HOA docs

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? Yes No Unknown

If No, who is responsible for maintenance? Maine Properties for HOA

Road Association Name (if known): -----

Source of information: Seller and HOA docs

SECTION VI – FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines “area of special flood hazard” as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? Yes No Unknown

If Yes, explain: N/A

Have any flood events affected a structure on the property? Yes No Unknown

If Yes, explain: N/A

Has any flood-related damage to a structure occurred on the property? Yes No Unknown

If Yes, explain: N/A

Has there been any flood insurance claims filed for a structure on the property? Yes No Unknown

If Yes, indicate the dates of each claim: N/A

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? Yes No Unknown

If Yes, indicate the date of each payment: N/A

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? Yes No Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?
N/A

Relevant Panel Number: 23005C0368F Year: 6/20/2024 (Attach a copy)

Comments: Are of minimal flood hazard per FIRMette map

Source of Section VI information: Seller

Buyer Initials _____

Seller Initials _____

SECTION VII - GENERAL INFORMATION

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....
..... Yes No Unknown

If Yes, explain: N/A

Is a Forest Management and Harvest Plan available?..... Yes No Unknown

Is the property subject to any of the following relating to shoreland zoning ordinances: a) A notice of violation issued by a municipal official or state agency; b) A pending enforcement action; c) Litigation; d) A court judgment; or e) A settlement or consent agreement?..... Yes No Unknown

If Yes, explain: _____

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: None

Year Principal Structure Built: 2002 What year did Seller acquire property? 2025

Roof: Year Shingles/Other Installed: 2002

Water, moisture or leakage: None

Comments: None known

Foundation/Basement:

Is there a Sump Pump? Yes No Unknown

Water, moisture or leakage since you owned the property: Yes No Unknown

Prior water, moisture or leakage? Yes No Unknown

Comments: None

Mold: Has the property ever been tested for mold? Yes No Unknown

~~If Yes, are test results available? Yes No~~

Comments: No known tests

Electrical: Fuses Circuit Breaker Other: _____ Unknown

Comments: Electrical service is billed through Brunswick Landing, average costs \$35/month

Has all or a portion of the property been surveyed? Yes No Unknown

If Yes, is the survey available? Yes No Unknown

Manufactured Housing - Is the residence a:

Mobile Home Yes No Unknown

Modular Yes No Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure
..... Yes No Unknown

Comments: None

Buyer Initials _____

Seller Initials _____

CONDOMINIUM ADDENDUM - REALES

To Agreement dated _____, between
Aaron Hamilton, Emily Hamilton
("Seller")
and _____
("Buyer")
for property located at 25 Beaver Pond Rd, Brunswick, ME 04011-2679

The Purchase and Sale Agreement is further subject to the following terms:

- 1. Seller shall provide Buyer, at Seller's expense, with the following within the indicated number of days from the Effective Date of this Agreement:
a. A copy of the current Condominium Declaration, Bylaws and Rules/Regulations within 3 days;
b. Copies of the minutes of meetings of the Association and its Board of Directors for the preceding 12 months within 7 days; and
c. An original Resale Certificate for the Condominium Association in accordance with the Maine Condominium Act * within 7 days.
2. Buyer shall have 5 days (by statute cannot be less than 5 calendar days) from receipt to review and approve the above documents.
3. Seller shall provide Buyer with an updated Resale Certificate if required by Buyer's lender or closing agent and shall provide Buyer with a lender questionnaire if required by Buyer's lender.
4. Seller represents that condominium association fees in the current amount of \$424.00 are due monthly quarterly, and include the following:

- Water: [X] Yes [] No [] Unknown
Sewer: [X] Yes [] No [] Unknown
Heat: [] Yes [X] No [] Unknown
Hot Water: [] Yes [X] No [] Unknown
Insurance: (common areas) [X] Yes [] No [] Unknown
Maintenance: (common areas) [X] Yes [] No [] Unknown
Other: Trash/Recycling [X] Yes [] No [] Unknown
Other: Road Maintenance [X] Yes [] No [] Unknown
Other: Snow Removal [X] Yes [] No [] Unknown
Other: Mowing unfenced areas [X] Yes [] No [] Unknown

Buyer Initials _____ Seller Initials _____

For Property Located At: **25 Beaver Pond Rd, Brunswick, ME 04011-2679**

5. Are there any special assessments known to the Seller? Yes No Unknown
If Yes, explain: **None known to Sellers**

6. Buyers are required to pay an entry fee of \$ **N/A** to the association at closing.
The association fees are payable to **Maine Properties**
at the following address: **197 US Route One, PO Box 368, Scarborough, ME 04070**

Buyer	Date	Seller Aaron Hamilton	Date
Buyer	Date	Seller Emily Hamilton	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

* The Maine Condominium Act establishes the following requirements in connection with the resale of a condominium unit: A unit owner is required to furnish to a purchaser a copy of the declaration (other than the plats and plans), the bylaws, the rules or regulations of the association, and a reasonably current certificate containing the items set forth in 33 MRSA §1604-108. The condominium's association is required, within 10 calendar days after a request by a unit owner and payment of any reasonable fee established by the association, to furnish a certificate containing the information necessary to enable the unit owner to comply with this requirement. If the certificate is not provided prior to execution of the purchase contract, the purchase contract is voidable by the purchaser until the certificate has been provided and for 5 calendar days thereafter or until conveyance, whichever first occurs.



RETURN TO:

Stewart Title Company - Topsham
 11 Bowdoin Mill Island, Ste 240
 Topsham, ME 04086

WARRANTY DEED

DLN #2694959

KNOW ALL MEN BY THESE PRESENTS THAT Alyssa Lockwood and Darrell J. Lockwood whose address is 28 North Trail, Brunswick, ME 04011, for consideration paid, grant to Aaron Hamilton and Emily Hamilton, whose mailing address is 25 Deerfield Drive, Brunswick, ME 04011, as joint tenants, with WARRANTY COVENANTS, the real property situated in Brunswick in the County of Cumberland and State of Maine more particularly described as follows:

A certain lot or parcel of land with the buildings and improvements thereon, situated in Brunswick, Cumberland County, Maine, and being bounded and described as follows:

The premises, together with any buildings thereon, situated at 25 Beaver Pond Road in the Town of Brunswick, County of Cumberland, and State of Maine; and being the Unit identified as 25 Beaver Pond Road (the "Unit") within Woodland Village R Condominium (the "Condominium") as described in the Declaration of Woodland Village R Condominium dated as of August 6, 2019, and recorded in the Cumberland County Registry of Deeds in Book 35880, Page 206 (the "Declaration"), and as further shown on the condominium plat identified as "Condominium Plat, Woodland Village R Condominium," prepared by Sitelines, PA, dated August 5, 2019, and recorded in the Cumberland County Registry of Deeds at Plan Book 219, Page 340 (the "Plat and Plan").

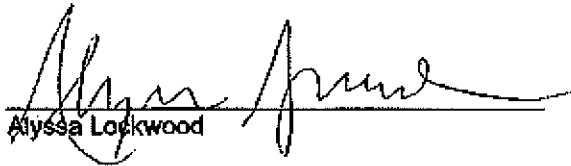
Said Unit is conveyed to Grantee together with and subject to:

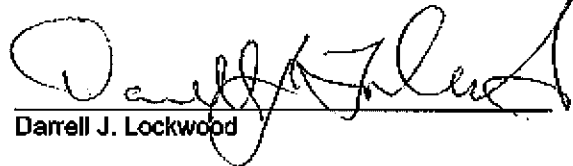
1. Its allocated undivided percentage interest in the Common Elements of the Condominium as set forth in the Declaration;
2. An exclusive right to use the Limited Common Elements appurtenant to the Unit as specified in the Declaration, and shown on the Plat and Plan;
3. The provisions of the Declaration and the Plat and Plan as the same may be amended or modified from time to time, and all right, easements, covenants, obligations and conditions, restrictions, reservations and encumbrances referenced therein, which matters, together with any amendments or modifications thereto, shall constitute covenants running with the land and shall bind any person or entity having at any time any interest or estate in the Unit; and
4. The terms of a Declaration of Covenants, Conditions and Restrictions dated October 31, 2018, and recorded on November 1, 2018 in the Cumberland County Registry of Deeds in Book 35259, Page 79, as the same may be amended, and together with and subject to all matters referenced therein.

Reference is made to title vested in Alyssa Lockwood and Darrell J. Lockwood by virtue of a Warranty Deed from Ellen M. Hart and John Hart dated April 16, 2024 and recorded in the Cumberland County Registry of Deeds in Book 40705, Page 227. Further reference is made to a deed from Woodland Village,

LLC to Efen M. Hart and John Hart dated September 3, 2020 and recorded at the Cumberland County Registry of Deeds in Book 37142, Page 325.

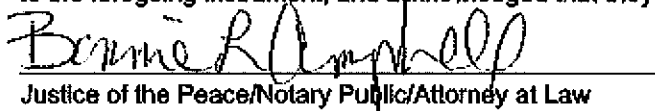
IN WITNESS WHEREOF, this 30th day of May, 2025.


Alyssa Lockwood


Darrell J. Lockwood

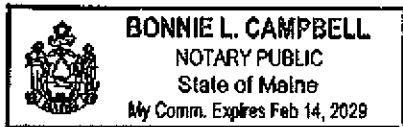
State of Maine
County of Sagadahoc

On this 30th day of May, 2025, personally appeared, before me, the above named Alyssa Lockwood and Darrell J. Lockwood, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed.


Justice of the Peace/Notary Public/Attorney at Law

Print Name:

My commission expires: _____



DECLARATION OF CONDOMINIUM

WOODLAND VILLAGE T CONDOMINIUM Brunswick, Maine

ARTICLE 1

SUBMISSION

Section 1.1. Submission of Property. **Woodland Village, LLC**, a Maine limited liability company with a place of business in Brunswick, Maine (“**Declarant**”), owner in fee simple of the land described in **Exhibit A** annexed hereto, located within the Town of Brunswick, Cumberland County, Maine (the “**Land**”); being depicted on a plan entitled “Condominium Plat, Woodland Village T Condominium” prepared by Sitelines, PA, dated April 28, 2020, and recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 106 (the “**Plan**”); which Land is subject to a Declaration of Covenants, Conditions, and Restrictions of the Brunswick Landing Master Homeowners Association dated October 31, 2018, and recorded on November 1, 2018 in the Cumberland County Registry of Deeds in Book 35259, Page 79 (the “**Master Declaration**”) and relating to property depicted on a Plan entitled “Subdivision Plan, Brunswick Landing Housing, Multi-Unit Residential Properties, Brunswick Landing, Brunswick, Maine” prepared by Sitelines, PA, dated October 11, 2017, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 10 (as the same may be amended, the “**Master Plan**”); and which Land is part of the Woodland Village neighborhood, which consists of Lots 10-K, 10-L, 10-M, 10-N, 10-O, 10-P-1, 10-P-2, 10-Q, 10-R, 10-S-1, 10-S-2, 10-T, 10-U, 10-V as set forth on a plan entitled “Subdivision Amendment 3 Woodland Village- Lots 9 & 10,” prepared by Sitelines, PA, dated August 21, 2018 as revised through September 19, 2018 and recorded October 5, 2018 in the Cumberland County Registry of Deeds at Plan Book 218, Page 436 (the “**Woodland Village Neighborhood**”); hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the “**Property**”) to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act (“**Condominium Act**” or “**Act**”) and hereby creates with respect to the Property a condominium, to be known as “**Woodland Village T Condominium**” (the “**Condominium**”). The Property is also shown on the following plat and plans (the “Plats and Plans”):

“Condominium Plat, Woodland Village T Condominium” prepared by Sitelines, PA, dated April 28, 2020, and recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 106.

Section 1.2. Name and Address of Condominium. The name of the Condominium shall be “**Woodland Village T Condominium.**” The address of the Condominium is 22, 24, 26, and 28 on Beaver Pond Road, Brunswick, Maine 04011. The name of the unit owners association is the “**Woodland Village T Condominium Association**” (the “**Association**”) and its address is 74 Neptune Drive, Brunswick, Maine 04011.

Section 1.3. Description of Condominium Development. The Condominium consists of the Land described in the attached **Exhibit A** and consisting of four (4) units, which are identified on the Plat.

ARTICLE 2

DEFINITIONS

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

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

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

(b) “Association” means the Condominium Association of the Condominium, which is known as the Woodland Village T Condominium Association.

(c) “Brunswick Landing Neighborhood” shall mean those residential portions of the former Naval Air Station Brunswick, sometimes referred to as “Brunswick Landing,” and being depicted on the Subdivision Plan.

(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) “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.

(f) “Common Elements” (or in the singular, a “Common Element”) means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements. The roads and sidewalks within the Condominium are Common Facilities to be maintained.

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

(h) “Common Facilities” means the roads, sidewalks, underground and above-ground utility infrastructure, including wires, pipes, conduits, meters, pumping stations and Common Amenities within the Brunswick Landing Neighborhood as described in the Master Homeowner’s Declaration.

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

(j) “Condominiums” means any one or more of the lots, including the Land, within the Woodland Village Neighborhood that is or may be subjected to the Condominium Act.

(k) “Condominium Documents” means the Declaration, Plat and Plans, Bylaws and Rules and Regulations.

(l) “Declarant” means Woodland Village, LLC, a Maine limited liability company, its successors and assigns.

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

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

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

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

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

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

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

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

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

(v) “Master Homeowners Association” means the Brunswick Landing Master Homeowners Association of which the Condominium is a part by virtue of the Master Declaration.

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

(x) “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.

(y) “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.

(z) “Plat and Plans” means the Plat and Plans as defined in Section 1.1 above, which are recorded in the Cumberland County Registry of Deeds, and as such may be amended and supplemented from time to time.

(aa) “Property” means the Property described in Section 1.1 above.

(bb) “Record” means to record in the Cumberland County Registry of Deeds.

(cc) “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.

(dd) “Special Assessment” means an Owner’s share of any assessment made by the Executive Board in addition to the Assessment.

(ee) “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.

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

(gg) “Utility Assessment” means the assessment upon a Unit by the Association for the Unit’s pro rata share of those Utilities that are billed to the Association and allocated on a pro rata share to Unit owners in accordance with Article 14 hereof.

(hh) “Yard” means any limited common element yard area shown on the Plats and Plans, the use of which is allocated to an individual Unit.

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

ARTICLE 3

UNITS

Section 3.1. Units. Four (4) residential condominium units are hereby created and declared under this Declaration, being those Units designated on the Plat and being located on the Property as is more particularly described on the attached **Exhibit A**. Attached as **Exhibit B** hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each Unit.

Section 3.2. Unit Boundaries. The Unit numbers, location of Units created by this Declaration within the Building and their approximate dimensions are shown on the Plat and Plans. The locations of the Units, Common Elements and Limited Common Elements are as shown more fully on the Plat and Plans. Each Unit will have assigned to it as a Limited Common Element one parking space, as shown on the Plat and Plans.

The boundaries of each Unit created by this Declaration will be as follows: (1) Horizontal (Upper and Lower) Boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries: (a) Upper Boundary: The plane of the lower surface of ceiling joists or other framing members (but not including the ceiling joists or such other framing members); and (b) Lower Boundary: The horizontal upper surface of the bottom subfloor (but not including the subfloor); and (2) Vertical (perimetric) Boundaries of each Unit shall be the internal surface of the walls (i.e., the inner surface of the sheetrock or other finished wall surface) bounding the Unit extended to intersections with each other and with the horizontal or inclined boundaries. All paneling, tiles, wallpaper, paint, sheetrock, finish flooring and any other materials constituting any part of the finished surfaces of the ceilings, walls or floors are a part of the Unit, and all other portions of the walls, floors or ceilings are a part of the Common Elements. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit and any portion thereof serving more than one Unit or any portion of

the Common Elements is a part of the Common Elements. Subject to the foregoing provisions, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. All exterior doors and windows within or serving a Unit are Limited Common Elements appurtenant to that Unit. Any shutters, awnings, window boxes, doorsteps, stoops, halls, steps, decks, balconies, patios, skylights, and flues designed to serve a single Unit but which are located outside a Unit's boundaries are Limited Common Elements allocated exclusively to that Unit. The Building and Units shown on the Plat and Plans are subject to settling or lateral movement of the Building and minor variations between the Unit boundaries as shown or projected on the Plat and Plans and the physical boundaries as constructed or reconstructed. In such event, each Unit has an easement for encroachments as set forth in Article XVI hereof.

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

ARTICLE 4

DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND RESERVED COMMON ELEMENTS

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

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean shutters, awnings, window boxes, doorsteps, windows, stoops, porches, patios, decks, balconies, all exterior doors and windows, entryways, stairways and windows, hallways serving one Unit exclusively, the Yard allocated to each Unit, and the parking space assigned to each Unit. The fences surrounding the Yards are Limited Common Elements, but the costs of maintaining, repairing and replacing the fences shall be treated as Common Expenses. The allocation of Limited Common Elements to the Units cannot be altered except with the written consent of the Owners of the Units affected by the reallocation of Limited Common Elements, in compliance with the provisions of Section 1602-108(b) of the Act, together with the consent of such Owners' Mortgagees of record.

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

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

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

ARTICLE 5

MAINTENANCE RESPONSIBILITIES

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

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

Section 5.3. Maintenance and Inspection of Common Elements.

(a) The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a unit Owner) of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements and certain Reserved Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, if any, for which the unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the Common Expenses. Notwithstanding the foregoing, the maintenance of the Common Facilities, which include the roads, sidewalks and utility infrastructure within the Condominium, shall be maintained by the Master Homeowners Association, the costs of which shall be assessed to owners of lots and units within the Brunswick Landing Neighborhood. The Master Association is authorized, in accordance with the Master Association Declaration and Bylaws, to adopt and amend budgets for revenues, expenditures and reserves for those costs and to assess those costs to the Unit Owners.

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

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

Section 5.5. Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a unit Owner under Section 5.4, but not performed by the unit Owner, including, without limitation, services of the Managing Agent requested by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire

insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit Owner.

ARTICLE 6

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

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

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

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

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

ARTICLE 7

MANAGEMENT

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

Section 7.2. Maintenance Responsibilities. A Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and Common Property, except to the extent that responsibility for such maintenance and repair is allocated to the Master Homeowners Association pursuant to the Master Declaration, including, but not limited to, the Limited Common Elements but excluding any private garden areas or portions of Yards accessible only to the Unit Owner as a result of fencing or other structures permitted by the Executive Board or by this Declaration. The cost of the provision of such services shall be a Common Expense.

ARTICLE 8

EASEMENTS AND LICENSES

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

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

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

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

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

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

Section 8.6. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited: (1) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are Common Elements adjacent to such Unit; 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 the Building or impair or structurally weaken the Building; (2) for driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Elements adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; and (3) for the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or thereafter if installed by Declarant during the Declarant Control Period or within three (3) years after the termination thereof.

Section 8.7. Association's Rights. The Association shall have rights reserved to it by the Declarant in Section 5.3. It shall have the reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association has a right of access to each Unit for the purpose of making inspections or for the purpose of correcting any condition originating in a Unit or elsewhere and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, other Common Elements or Units, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and provided further that judicial proceedings shall be instituted by the Association before any items of construction can be altered or demolished. In case of an emergency, such

right of entry shall be immediate, whether the Unit Owner is present at the time or not.

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

Section 8.9. Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

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

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

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

(b) Terms and Conditions of Road and Common Facilities Maintenance Agreement dated July 26, 2013 and recorded in the CCRD in Book 30884, Page 170.

(c) Rights and easements granted to Central Maine Power Company by instrument dated April 1, 1943 and recorded in the CCRD in Book 1718, Page 275.

(d) Reservations, exceptions, notices, covenants, conditions and restrictions set forth in Quitclaim Deed with Covenant from the United States of America, acting through the Secretary of the Navy and by the Naval Engineering Command, Base Closure Program Management Office to Midcoast Regional Redevelopment Authority dated September 30, 2011 and recorded in the CCRD in Book 29003, Page 167.

(e) Delegation of Authority for Adjustment of Legislative Jurisdiction, dated March 29, 1989, and recorded in the CCRD in Book 8861, Page 35.

(f) Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service between Midcoast Regional Development Authority and the United States of America, acting by and through the Department of the Navy dated March 28, 2011 and recorded in the CCRD in Book 28607, Page 205.

(g) Terms and conditions of Department of Environmental Protection Site Location of Development Federal Consistency Amendment Findings of Fact and Order dated June 28, 2002 and recorded in the CCRD in Book 17870, Page 283, as affected by Site Location of Development Federal Consistency Amendment Findings of Fact and Order dated February 25, 2003 and recorded in the CCRD in Book 19104, Page 126, as affected by Site Location of Development Act Amendment Findings of Fact and Order dated May 24, 2005 and recorded in the CCRD in Book 22777, Page 157, as affected by Assignment and Assumption of Rights and Obligations under Environmental Protection Orders between BBC Military Housing Navy Northeast LLC and Northeast Housing LLC dated October 29, 2010 and recorded in the CCRD in Book 28223, Page 81, as affected by Assignment and Assumption of Rights and Obligations under Environmental Protection Orders between Northeast Housing LLC and Affordable Mid Coast Housing, LLC dated October 29, 2010 and recorded in the CCRD in Book 28223, Page 86.

(h) The following facts depicted on a Plan of Parcel to be Conveyed to Affordable Mid Coast Housing, LLC made for Wright-Pierce and Midcoast Regional Redevelopment Authority by Titcomb Associates dated November 16, 2011, revised through May 2, 2012 and recorded in the CCRD in Plan Book 212, Page 130:

- a. Overhead and underground utility lines, poles, transformers, manholes, sewer and water lines;
- b. Recreation easement;
- c. Proposed right of way lines.

(i) Terms and provisions of Declaration of Covenants, Conditions and Restrictions between Midcoast Regional Redevelopment Authority and Affordable Mid Coast Housing, LLC dated May 3, 2012 and recorded in the CCRD in Book 29562, Page 124.

(j) Terms and conditions of a Leasehold Estate set forth in Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities dated as of October 29, 2010, between Affordable Mid Coast Housing, LLC (Lessee) and The United States of America, Department of the Navy (Lessor), as evidenced by Memorandum of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities dated as of October 29, 2010 and recorded in the CCRD in Book 28222, Page 303; as affected by an Amendment, Assignment, and Assumption of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities dated May 3, 2012 and recorded in the CCRD in Book 29562, Page 49; as affected by Corrective Amendment, Assignment, and Assumption of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities by and between

Midcoast Regional Development Authority and Affordable Mid Coast Housing, LLC dated February 17, 2015 and recorded in the CCRD in Book 32085, Page 1; as affected by Partial Assumption of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities by and between Midcoast Regional Development Authority and Affordable Mid Coast Housing, LLC dated February 17, 2015 and recorded in the CCRD in Book 32085, Page 44; as affected by an Assignment and Assumption Agreement from Affordable Mid Coast Housing, LLC to Brunswick Landing Venture, LLC, a Delaware limited liability company dated June 30, 2017 as recorded in the CCRD in Book 34127, Page 278; and as affected by a Subordination Agreement from Brunswick Landing Venture, LLC, a Delaware limited liability company to Walker & Dunlop, LLC, a Delaware limited liability company dated June 30, 2017 and recorded in the CCRD in Book 34127, Page 282. Note that the Land comprising the condominium is owned by the Declarant in fee simple, subject to the title matters set forth in this Section 8.10. The condominium is not located on leased land.

(k) Declaration of Covenants, Conditions, and Restrictions of the Brunswick Landing Master Homeowners Association dated October 31, 2018, and recorded on November 1, 2018 in the Cumberland County Registry of Deeds in Book 35259, Page 79, as the same may be amended.

(l) Easements for the maintenance (including the right to replace and repair) of the fences depicted on the Plan, to the extent that the fences extend beyond the boundary lines of the Property, and to use and enjoy the area contained within those fences for ordinary recreational purposes.

ARTICLE 9

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

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

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

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

(c) Quiet Enjoyment. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner

may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

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

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

(f) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules 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 Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

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

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

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

Section 9.2. Sale and Lease of Units.

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

(b) There shall be no rental program offered to the Owners by Declarant, Managing Agent or any third parties. Subject to the other requirements of this Section 9.2, an Owner other than the Declarant may rent his or her Unit in accordance with a written lease agreement. The Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit owned by a party other than the Declarant, and thereafter no Owner other than the Declarant shall execute a lease of his or her Unit which is not in compliance with such resolution. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration and all other Condominium Documents, including without limitation the enforcement rights reserved to the Executive Board pursuant to Section 12.3 herein.

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

(d) Except for Units owned by Declarant, no Unit shall be rented for a period of less than six [6] months. No Unit Owner shall lease a Unit other than on written form of lease requiring the lessee to comply with the Condominium Documents and rules and regulations of the Association. Each Unit Owner shall, promptly following the execution of any lease of a Unit, notify the Association in writing of the name of the tenant and the term of the lease and any options in the lease to renew, extend or purchase. The Bylaws may provide for further regulation and rental of Units, except that no other restrictions will be imposed relating to the term of any lease or rental agreement.

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

ARTICLE 10

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

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

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

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

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

(d) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 13.

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

Section 10.4. Amendment, Waiver, Etc. Until the Declarant no longer holds any Development Rights or Special Declarant Rights and no longer owns any Units, neither this Article 10 nor any of the other provisions of this Declaration benefitting Declarant or its exercise of its Development Rights or Special Declarant Rights shall be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds. The rights and benefits of this Article 10 and all other rights of Declarant set forth in this Declaration, the

Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee. The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

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

ARTICLE 11

MERGER

Section 11.1. Declarant Right to Combine Condominiums. In addition to the rights reserved in Article 10, the Declarant reserves to itself and for the benefit of its successors and assigns the right to combine in any order and any number of transactions the Condominium with any one or more of the Condominiums, which right shall expire on the date that is two (2) years after the Declarant's sale of the last Unit within the Condominiums. In the event that Declarant exercises its right to combine one or more of the Condominiums, the resultant condominium shall be, for all purposes except as otherwise expressly provided hereinafter, the legal successor of all of the preexisting condominiums and the operations and activities of all associations of the preexisting condominiums shall be merged or consolidated into a single association which shall hold all powers, rights, obligations, assets and liabilities of all preexisting associations. Any combined condominium shall maintain separate reserve accounts for each of the preexisting condominiums to hold balances existing on the effective date of combination for the benefit and use of the members of such preexisting condominiums until such balances have been utilized for the benefit of such preexisting condominiums.

Section 11.2. Notice of Exercise of Right. In advance of each exercise of its rights hereunder, Declarant shall provide written notice to all affected Unit Owners of its intention to combine one or more of the Condominiums. Within a reasonable period of time following delivery of such exercise notice, not to exceed sixty (60) days, the affected Unit Owners shall meet to elect an interim Executive Board consisting of four (4) members (the "Interim Board").

Section 11.3. Exercise of Right.

- (a) The exercise of the Declarant's 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. To exercise its right to combine the Condominiums, Declarant shall prepare, execute and record an amended and restated declaration that supersedes all prior declarations, which shall be recorded as soon as reasonably practicable following the meeting of the affected Unit Owners pursuant to Section 11.2.

- (b) The amended and restated declaration shall provide that the Percentage Interest, Common Expense liability and votes of all Units shall be reallocated in accordance with the formulas set forth in Article 6 of this Declaration. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units shall apply to such combined condominium. The effective date for the reallocation of the Percentage Interest and Common Expense liability for and of the assignment of Common Expense Assessments and of a vote to such additional Units shall be the date of the recording in the Cumberland County Registry of Deeds by the Declarant of the amended declaration(s). The amended and restated declaration(s) will also provide that the Executive Board shall consist of four (4) members, which shall be elected by the members of the combined association in accordance with its bylaws. In the interim, the Interim Board shall act on behalf of the association.

Section 11.4. Amendment. This Article 11 shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds.

ARTICLE 12

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

Section 12.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

Section 12.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to

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

ARTICLE 13

EXECUTIVE BOARD OF THE ASSOCIATION

Section 13.1. Members.

(a) The Executive Board shall consist of four (4) members. The initial Executive Board shall consist of members designated by the Declarant. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 13.1.

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

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

Section 13.2. Disputes. (a) Regarding Owners, Condominium, and Condominium Documents.

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

Section 13.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

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

Section 13.3. Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or equity, the continuance of any such breach.

ARTICLE 14

MASTER ASSOCIATION

As part of the former Naval Air Station Brunswick (“NASB”), the Condominium shares the certain elements, such as roads, utilities, and recreational facilities (the “Shared Elements”), with the other residential properties within the Brunswick Landing neighborhood, which are depicted on the Master Plan (the “Brunswick Landing Neighborhood” or the “Neighborhood”). The Master Declaration creates easements over all of the Shared Elements for all of the properties in the Brunswick Landing Neighborhood and gives the owners of properties within the Neighborhood the right to use those Shared Elements, and creates a mechanism for the shared use and cost of maintaining those Shared Elements. The Master Declaration also creates the Master Association to administer the Shared Elements through its Board of Directors. The Master Declaration describes the manner in which owners of the properties within the

Neighborhood will elect Directors to the Board of the Master Association. The assessments owed to the Master Association are obligations of individual Owners, but they will be collected by the Condominium Association for administrative ease, and included in the annual budget for the Condominium Association. In addition to the Shared Elements, there are some shared utilities throughout the Brunswick Landing Neighborhood (the “Shared Utilities”). The Master Association will also collect from the Condominium Association the separate utility assessments for the Shared Utilities payable by Unit Owners. The Master Association is responsible for the maintenance, repair and replacement of the Shared Elements.

ARTICLE 15

LIMITATION OF LIABILITY

Section 15.1. Limited Liability of the Executive Board. The Executive Board and its members in their capacity as members, officers and employees:

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

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

(c) Shall have no personal liability in contract to an Owner, any mortgagee, or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members’ duties;

(d) Shall not be liable to an Owner, or such Owner’s tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members’ own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to an Owner, any mortgagee, or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members’ own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 15.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 15.2 shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

Section 15.3. Joint and Several Liability of Owners and Lessees. Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

Section 15.4. Defense of Claims. Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 15.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

ARTICLE 16

ASSESSMENTS: LIABILITY OF OWNERS

Section 16.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common

Elements, and Limited Common Elements as set forth in Article 5 and in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments or maintenance expenses otherwise the responsibility of a Unit Owner; budget deficits; such expenses as are necessary for the Association's share of any Common Expenses for the Master Homeowners Association and any other master association or homeowners association of which the Association may now or hereafter be a member of, or as may be payable for the Association's share of operating, maintaining, insuring, financing, managing, repairing or replacing any off-site Common Elements, common facilities or common amenities that the Association and the Unit Owners have the right to use; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, such Utilities as are billed to, paid by, or provided or maintained by the Association, the Master Homeowners Association, or any master association or homeowners association of which the Association is now or hereafter a member of, or subject to, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of all of those Elements and Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded as a part of the Common Expenses. Until such time as the Association makes its first assessment in accordance herewith, the Declarant shall be responsible for and shall promptly pay all expenses of operating the Condominium. The Master Homeowners Association, acting through its Executive Board, shall also have the power to fix and determine, from time to time, the sums necessary and adequate to provide for maintenance and repair of the Shared Elements, as further described in the Master Declaration, and to assess Unit Owners to collect the same.

Section 16.2. Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with Section 1603-115(c) of the Act and the Bylaws and as circumstances may reasonably require, shall assess Common Expenses and Limited Common Expenses as follows: (i) If a Limited Common Expense or Common Expense only benefits a single Unit (e.g. fees and charges of the Managing Agent for services performed for an individual Unit Owner at its request), that Limited Common Expense or Common Expense may be assessed solely against the Unit benefited; and (ii) If a Limited Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense may be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense liabilities may be changed as provided in Section 6.2 and **Exhibit B**.

Section 16.3. Utility Assessments. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to allocate, determine and assess the cost of any utility services benefitting a Unit that are billed to, paid by or provided or maintained by the Association, the Master Homeowners Association, or by any master association or any homeowners association of which the Association is a member of or is subject to, as a utility assessment payable by such Unit Owner as an assessment in accordance with the provisions of this Article 16. The Executive Board or the board of the Master Homeowners Association or any master association or homeowners association that the Association is a member or that governs the use of any utility easements, components, facilities or equipment benefitting the Association

shall have the right and power to allocate such utility changes among the Units on a pro rata basis, based on usage, unit size or any other basis deemed equitable by such Board.

Section 16.4. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 16.5. Payment of Assessments. Each Owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in **Exhibit B** hereto and the budget established by the Association in accordance with the Bylaws. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Un-built Units owned by the Declarant, the Declarant in its discretion may elect either: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the reasonable value of services actually received by Declarant as part of the Common Expenses or Limited Common Expenses for such year, as may be reasonably determined by the Declarant; or (b) offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

Section 16.6. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 16.2 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 16.7. Exemption by Waiver. No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 16.8. Personal Liability of Owners. All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall

constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 16.9. Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments, Limited Common Expenses, Reserved 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 16.10. Subordination of Certain Charges. Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

Section 16.11. Surplus. The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

ARTICLE 17

RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS:

Section 17.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plat and Plans and any Rules and Regulations.

Section 17.2. Rights of Eligible Mortgage Holders. (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions, except where such change may be effected by the Declarant in exercise of a Development Right or otherwise:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;
- (6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;
- (7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

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

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

Section 17.3. 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 17.4. 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 17.5. 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 18

INSURANCE

Section 18.1. 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 18.2 hereof. The insurance maintained by the Association shall cover all Common Elements and Limited Common Elements to the extent required by Section 1603-113 of the Act, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, excluding the Units or any portions thereof and excluding Common Elements for which the Master Homeowners Association is required to provide insurance naming the Association as an additional insured pursuant to the Master Declaration. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of any improvements to the Common Elements, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a “deductible” provision in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association’s reserve fund, once the reserve fund contains sufficient funds to cover such amount through the payment of Unit Owner assessments. The named insured under the policy shall be “Woodland Village T 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 18.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof, and excluding Common Elements for which the Master Homeowners Association is required to provide insurance naming the Association as an additional insured pursuant to the Master Declaration. Such insurance policy shall contain a “severability of interest endorsement” or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, Limited Common Elements and Reserved 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 18.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association’s liability policy or policies.

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

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 15.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as “Directors and Officers Insurance.”

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

Section 18.2. 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 and Yard at his own expense as set forth in Section 18.6 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 18.1 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 18.3. 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 18.4. 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 18.5. 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 18.6. 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 18.6. 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 18.6(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, Yard, 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, Yard, 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 18.6(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 18.7 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 16.1(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 19

ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the applicable Act.

ARTICLE 20

AMENDMENT OF DECLARATION

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

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit, except for locations of decks or patios or for the establishment of the initial location of vertical and horizontal unit boundaries as may be approved by the Town of Brunswick;
- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;

- (k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

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

ARTICLE 21

TERMINATION

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

ARTICLE 22

ATTORNEY IN FACT

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

ARTICLE 23

GENERAL PROVISIONS

Section 23.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 23.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

Section 23.3. Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 23.4. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

Section 23.5. Effective Date. This Declaration shall become effective when it and the Plat and Plans have been recorded.

Section 23.6. Notices. Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.


Section 23.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 23.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.


[Signature page follows.]

IN WITNESS WHEREOF, Woodland Village, LLC, the Declarant, has caused this Declaration to be executed by Andrew Preston, its Authorized Agent thereunto duly authorized, as of the 27th day of April, 2020.

WITNESS:



WOODLAND VILLAGE, LLC, Declarant

By: 

Name: Andrew Preston

Its: Authorized Agent

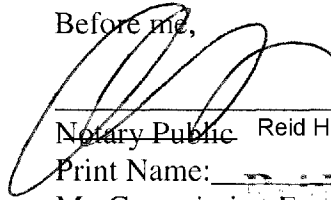
STATE OF MAINE

COUNTY OF CUMBERLAND

April 27, 2020

Then personally appeared the above-named Andrew Preston, Authorized Agent of **Woodland Village, LLC**, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me,



Notary Public Reid Hayton-Hull, Esq.

Print Name: ~~Reid Hayton-Hull~~ **Hayton-Hull**
My Commission Expires.

Attorney at Law

LIMITED JOINDER OF MORTGAGEE
WOODLAND VILLAGE T DECLARATION

The undersigned, Bangor Savings Bank, holder of a Mortgage and Security Agreement from Woodland Village, LLC, dated November 1, 2018 and recorded on November 1, 2018 in the Cumberland County Registry of Deeds in Book 35259, Page 155 (the "Mortgage"), hereby submit the premises located in the Town of Brunswick, Maine as described in Exhibit A of this Declaration, to the provisions of said Maine Condominium Act for the sole and limited purposes of compliance with said Act and for the creation and granting of easements, licenses, uses, rights and privileges as described in this Declaration, provided that such consent shall not be construed to make said holders of the Mortgage, the Declarant or to impose on it any obligations or liabilities whatsoever under this Declaration or otherwise, including without limitation, any obligation or liability of any kind to any purchaser of either Units, and said holder of the Mortgage and secured parties make no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

The undersigned hereby agree that its mortgage lien and security interest under the Mortgage shall be subject to the provisions of the Maine Condominium Act, as amended, and further agree with the Declarant that said Mortgage shall attach to the units created pursuant to the Declaration. The undersigned further agree that in the exercise of its rights as mortgagee under the Mortgage, it does and will recognize the establishment of a condominium by this Declaration.

IN WITNESS WHEREOF, the undersigned have executed or caused this instrument to be executed by Shawn McKenna, its Vice President thereunto duly authorized, as of the 28th day of April, 2020.

[End of page. Execution pages follow.]

WITNESS:

May [Signature]

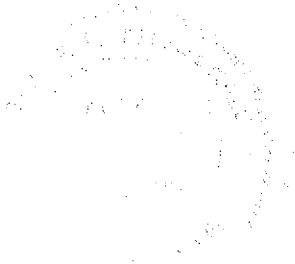
BANGOR SAVINGS BANK

By: [Signature]
Shawn McKenna
Its vice president

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

April 28, 2020

Personally appeared the above-named Shawn McKenna, the vice president of Bangor Savings Bank, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Bangor Savings Bank.



Before me,

[Signature]
Notary Public/Attorney at Law

Shane L. Fitzgerald
Print name Notary Public • State of Maine
My Commission Expires August 26, 2020

EXHIBIT A

A certain lot or parcel of land, together with the buildings and improvements thereon, being described as follows:

Lot 10-T on a on a plan entitled "Subdivision Amendment 3 Woodland Village- Lots 9 & 10," prepared by Sitelines, PA, dated August 21, 2018, and recorded in the Cumberland County Registry of Deeds at Plan Book 218, Page 436.

EXHIBIT B

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

22 Beaver Pond Road	25%
24 Beaver Pond Road	25%
26 Beaver Pond Road	25%
28 Beaver Pond Road	25%

A Unit's Percentage Interest, percentage of Common Expense liability, and Voting Interest shall be determined by dividing 100 by the number of Units.

RULES AND REGULATIONS

WOODLAND VILLAGE [#] CONDOMINIUM Brunswick, Maine

The following common rules, regulations and standards of behavior (the "Rules and Regulations") have been adopted by the Executive Board of Woodland Village [#] Condominium (the "Condominium") in order to assure the Unit Owners' the safe and peaceful use and enjoyment of the buildings and the Common Areas of the Condominium. All Owners and their guests are subject to the Rules and Regulations, which are both general and specific and are based on condominium law. To the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such circumstances and actions are not permitted anywhere at the Condominium without the specific approval of the Executive Board.

1. **Right to Peaceful Enjoyment by All Unit Owners.** No Unit Owner shall undertake or permit activities or noise inside a building or in a Limited Common or Common Area of the Condominium that interferes with the rights, comfort, security and convenience of other Unit Owners. This includes actions and noise by the Unit Owner, family members, visitors and tenants.
2. **Guests.** While visiting the Condominium, guests of Unit Owners shall abide by all aspects of these Rules and Regulations. Unit Owners are responsible for making their guests aware of these Rules and Regulations and assuring their compliance.
3. **Pets.**
 - (a) Except as further provided herein, a maximum of two (2) household pets, being defined as dogs, cats, and birds, are allowed per Unit.
 - (b) The maximum combined total capacity of fish tanks per Unit is 50 gallons.
 - (c) Exotic pets, farm animals and wild animals are not permitted.
 - (d) The following dog breeds are considered aggressive and are not permitted: American Staffordshire Terrier, American Bull Dog, and American Pit Bull. The following dog breeds are permitted only with the permission of the Board, which shall be subject to the Board's receipt of proof of the owners' personal liability insurance of at least \$100,000: Akita, Doberman, Boxer, Chow, and Rottweiler.
 - (e) Unit Owners are responsible for the behavior of their pets or their guest's pets and are liable for any property damage, personal injury or disturbance that such animals may cause. The Association shall have the right to assess the Unit Owner for reimbursement of related expenses and to lien the owner's property in the event of non-payment.
 - (f) All pets must be licensed and inoculated as required by law, and owners must comply with Town of Brunswick ordinances regulating pets. The Condominium reserves the right to notify the Animal Control Officer if a pet owner fails to do so.
 - (g) No pet is allowed outside of its Unit except on a leash and under the control of a responsible person.

(h) Owners are responsible for the daily removal of pet wastes from lawn or roadway Common Areas.

(i) Damage to Common Area lawns inflicted by excessive animal use or by a concentration of animal urine and other wastes may be repaired by the Association. The Association shall have the right to assess the Unit Owner for reimbursement of repair expense and to lien the owner's property in the event of non-payment.

(j) No animal shall be permitted to bark, meow, or make other noises as to disturb neighbor's rest or peaceful enjoyment of their Unit or the Common Area.

(k) Unless otherwise authorized by the Executive Board, no animal may be tied or leashed outside the Unit at any time. Exterior pet runs and dog houses are permitted only with the Board's permission and upon the Board's determination that the proposed structure is sufficient. Any proposed structure must be tastefully constructed and painted to match the Condominium.

(l) The Association shall have the power, if necessary, to further regulate the keeping of pets and animals including, without limitation, the express power to regulate the number of pets (excepting, however, that each owner shall always be permitted to keep a minimum of two (2) household pets), size, and species, to establish additional behavior requirements or rules regarding the restraint or leashing of animals, and to expel any offending animals from the Condominium.

4. Driveway and Parking Control.

(a) Parking or driving of motorized recreational vehicles on lawns, streets and common areas is prohibited.

(b) Street parking is permitted only on the side of any street that corresponds with the evenly numbered houses.

(c) Only legally registered and fully operable vehicles shall be parked in any of the Condominium's parking areas.

(c) Recreational vehicles, boats, campers, trailers, etc. shall not be left in a driveway or automobile parking area for a period of more than three (3) days without the consent of the Board.

(d) All vehicles on the premises of the Condominium are there at the Owner's risk, and the Association is not responsible for damages.

5. Stormy Weather.

(a) Removal of snow and ice from individual unit walkways and driveways is the responsibility of the Unit Owner. The Association shall have the right (without any affirmative obligation), as necessary for maintenance purposes to prevent any damaging accumulations of snow or ice.

(b) All Owners/tenants should be alert to pending weather conditions and to take all necessary precautions to deal with the possibility of power outages, flooding, extreme cold, icing conditions, and heavy precipitation (rain, snow and/or sleet) which could cause damage to personal and common property.

(c) In the event of high winds, all personal property shall be secured or placed indoors. This is the responsibility of the Unit Owner/tenant.

(d) During winter months, the Unit Owner is responsible for closing any interior shut-off valves for all outside faucets; clearing snow away from air intake/exhaust fittings; clearing snow away from dryer vents if close to the ground; clearing snow away from sliding glass doors and basement bulkhead doors; and ensuring that sufficient heat is on during winter months to prevent pipe freezing and damage to your Unit or others. The Unit Owner is liable for building damages, damage to personal property, and damage to heating equipment caused by the failure to do the above.

(e) Unit Owners who are away for extended periods of time, particularly in winter, are responsible for arranging with a neighbor, friend or contractor to have their Unit checked periodically to ensure that all systems are operable and no storm or cold weather damage has occurred. It is essential that a member of the Board be notified of who has this responsibility and who has authorized access to the Unit.

6. Household Trash.

(a) Garbage, household trash, and recyclables shall be kept in closed containers inside the Owner's Unit or in such other area designated by the Board. Containers should be placed at the foot of the driveway on the day(s) designated for collection. Empty trash and recycling containers should be returned to such storage areas as soon as possible.

(b) Owners/tenants are responsible for insuring that accumulated trash and recyclables do not create a nuisance in regards to odor, cleanliness, bug infestation, or neatness.

(c) Trash and recycling removal services for the Condominium are only for the removal routine household trash. Larger items are the responsibility of the Owner/tenant and should be disposed of in accordance with the Town of Brunswick ordinances and practices.

7. Video Antennas and Satellite Dishes. No satellite dishes may be installed in a manner that is visible from the street in front of a Unit. Subject to the Board's approval of placement, a Unit Owner may install one satellite dish no more than 3 feet in diameter.

8. Air Conditioners.

(a) If the operation of an air conditioner disturbs any neighbors, the Board retains the authority to require its removal or replacement.

(b) The air conditioner may remain in place from April through November and must be removed during the winter months.

(c) The Unit Owner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.

9. General Hazards and Liability of Unit Owners.

(a) Nothing shall be done, kept in any Unit or in any part of the Common or Limited Common Areas that will cause an increase in the insurance premium for the property without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done, kept in the Unit or in the Limited Common or Common Areas which will result in the cancellation of insurance on the property, any part thereof or that is in violation of any law, regulation, or administrative ruling.

(b) Unit Owners shall be liable for the expense of maintenance, repair or replacement of any damage to the Common or Limited Common Areas or to another Unit caused by such Unit Owner's act, neglect, or carelessness or that of their guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a Unit.

10. Hazardous Materials.

(a) It is strongly recommended that Unit Owners, tenants or guests not possess or store hazardous household, gardening, and commercial substances anywhere at the Condominium. In such cases, however, Unit Owners are responsible for appropriate and lawful storage, safekeeping and disposal.

(b) Owners are encouraged to dispose of all hazardous cleaning materials, paints, fertilizers and vegetation killers when their usefulness ends.

(c) Hazardous materials (including those listed above) must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.

(d) Spills of fuel oil, kerosene, other hazardous or polluting substances inside a Unit, or on any Common or Limited Common Area (paved or otherwise) shall be reported immediately to the Executive Board.

(e) All removal, remediation and restoration costs associated with a hazardous material spill caused by a Unit Owner, tenant, guest, employee, hired contractor or other representative shall be the responsibility of the Unit Owner.

11. Yards.

(a) Limited Common Element yard areas ("Yard(s)") are appurtenant to a Unit and reserved for the exclusive use of the Unit Owner.

(b) Yard maintenance is the responsibility of the Unit Owner.

12. Exterior Decorations.

(a) Tasteful holiday decorations are allowed on the exterior of units, and must be of a size and style compatible to the Condominium's building decor. Simple lighting can be strung on bushes in front of a Unit. No lighted decorations can be attached to the building. No large freestanding decorations are allowed. Lighted candles or similar seasonal items may be displayed in windows. All wreaths and decorations must be removed at the end of the holiday season.

13. Signs.

(a) "For Sale" or "For Rent" signs or other real estate marketing devices are allowed in the Condominium without the approval of the Executive Board.

(b) Realtors may place up to two temporary "Open House" signs on the Common Area on the day of the scheduled Open House, and these signs must be removed immediately after the close of the Open House.

(c) No business or personal signs of any type are allowed on the grounds, attached to any part of a building, or in any window at the Condominium.

14. Solicitation.

(a) There shall be no solicitation by any person anywhere for any cause, charity, or any purpose whatsoever without the knowledge and permission of the Executive Board.

15. Information and Emergency Contact.

(a) Information related to any changes in occupancy (rental or seasonal) or unit ownership, changes in mortgage holders, changes in insurance policies or agents, and significant interior alterations shall be reported promptly to the Board. Such information shall also be furnished when specifically requested by the Board.

(b) All Unit Owners shall provide to the Board, upon request or on an annual basis, the name, address and phone numbers of all persons who have emergency access to the Unit.

(c) Unit Owners who are away for extended periods of time, either on vacation or because of seasonal use of their Condominium Unit, are responsible for arranging with a neighbor, friend or contractor to have their Unit checked periodically to ensure that all systems are operable and no damage has occurred. It is essential that a member of the Board be notified as to the person(s) who has(ve) this responsibility and who has(ve) access to the Unit.

16. Short-Term or Long-Term Rental of Condominium Units.

(a) Short term rentals of less than thirty (30) days shall not be permitted.

(b) Unit Owners who wish to rent their property must use a standard lease form, approved by the Executive Board, and must require tenants to show proof of contents insurance. The lease shall have a term of not less than one (1) month.

(c) Unit Owners must not suspend their own Condominium Owner's insurance policy during the period of rental.

(d) Unit Owners who rent their property to another for any period of time must obtain a written acknowledgment from the tenant that they have been given a copy of the Condominium's Rules and Regulations and that they will abide by them during the period of their residence. A copy of this statement must be given to the Executive Board prior to occupancy.

(e) Regardless of the terms of rental, the timely payment of Unit monthly fees and special assessments during the rental period remains the responsibility of the Unit Owner. In the event of non-

payment, regardless of who should be making payments, the Unit Owner is ultimately responsible and will be assessed late charges and is subject to liens and other collection expense.

17. Procedures.

(a) Emergencies (i.e. structural, plumbing, hazardous spills, life safety matters) shall be communicated to a Board member immediately.

(b) Work requests, suggestions or complaints to the Board shall be submitted in writing. Requests for hearings on any issue shall be submitted in the same manner.

(c) Any personal or phone contact with a Board member shall only be made during reasonable hours of the day.

18. Violations of Rules and Policies Including Financial Obligations.

(a) When a violation of a Rule or Regulation occurs or when a financial obligation is not met in accordance with policy, a written warning shall be delivered to the Unit Owner stating the complaint, the appropriate rule and the penalty or assessment of expense, if applicable.

(b) In cases of repeated complaints and/or lack of payment following the warning letter, a fine or additional penalty may be imposed.

(c) Any Unit Owner has the right to appeal a Board decision in writing to the Executive Board and to request a hearing before the Board.

(d) All Unit Owners must understand that assessments and penalties related to non-compliance with rules and regulations, expenses for which an Owner is liable, and unpaid financial obligations, including amounts owing to the Managing Agent for services provided to the Unit, *may become a lien against the violating Owner's Unit* if not satisfied in a reasonable period of time.

The Executive Board welcomes constructive input and involvement from any Unit Owner. In bringing issues to the Board, Unit Owners are reminded that the Condominium is a community and its elected Board is made up of neighbors who are serving as volunteers and whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding and ends with effective decision-making.

The Executive Board of the Condominium promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all Unit Owners. The Board has the responsibility, under the Declaration, for the efficient administration of Condominium affairs and it is, indeed, their duty and authority to interpret and enforce the Condominium Declaration, Bylaws and Rules and Regulations.



Town of Brunswick, Maine

Real Estate Taxes 2025-26

Tuesday, September 9, 2025

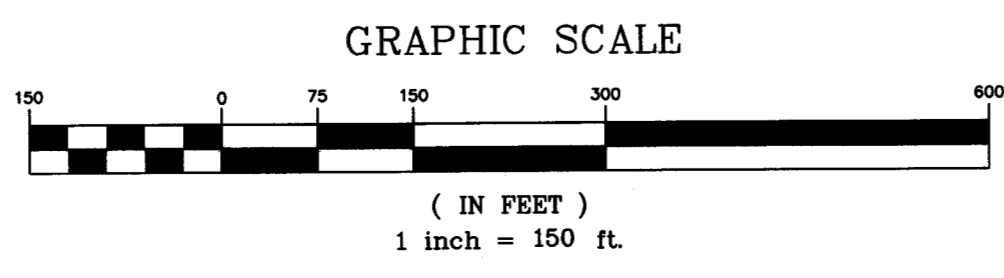
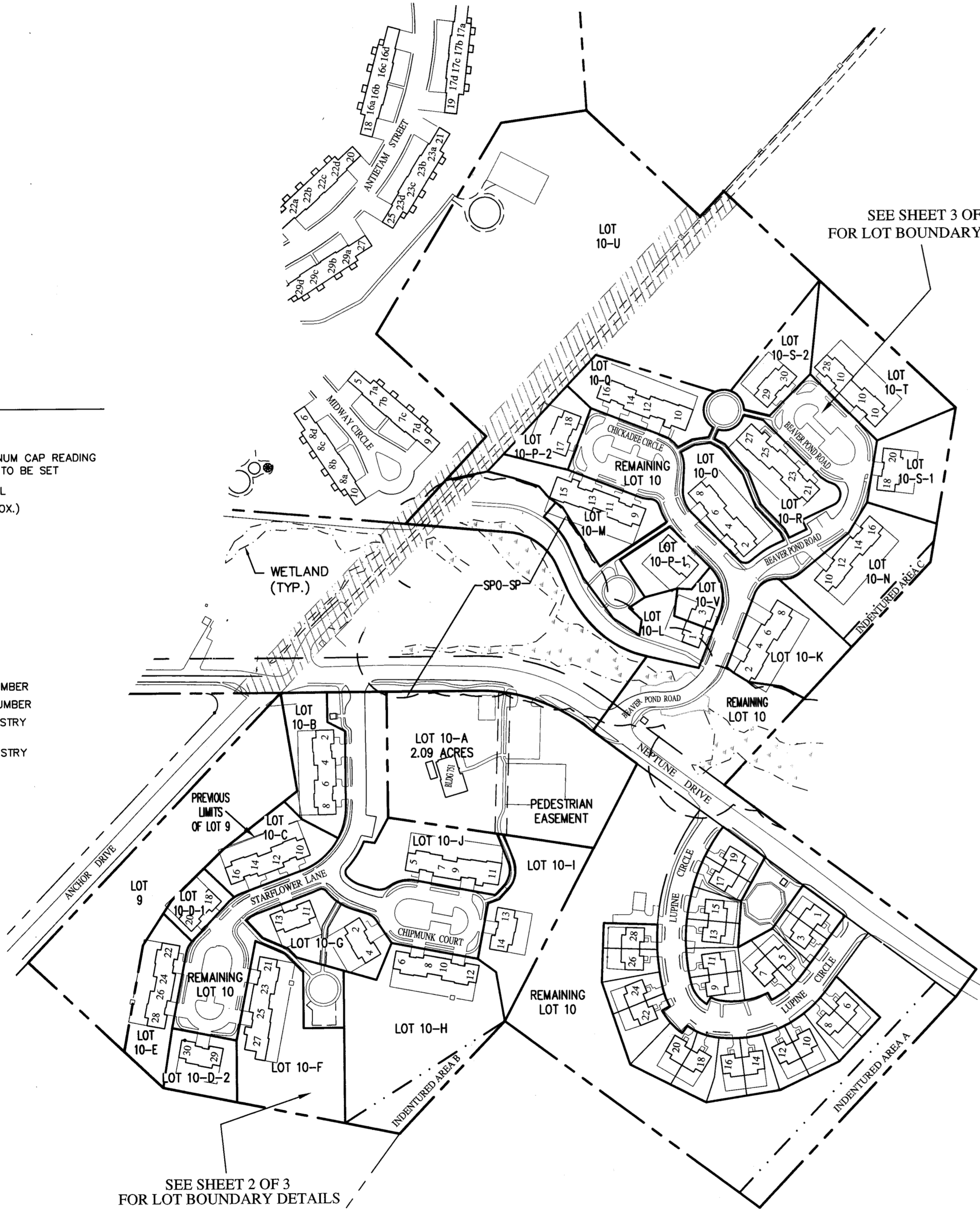
2:29:09 PM

Parcel ID	Bill No.	Name 1	Name 2		Property Location	Land Value	Bldg Value	Exempt Value	Taxable Value	Oct 2025 Due	Apr 2026 Due	Total Tax
022-037-00A-000	02515535	LLOYD, WILMA J & TREVOR J JT		360	MAINE ST	139,000	508,000	31,000	616,000	4,071.76	4,071.76	8,143.52
U08-012-000-000	02515536	LLOYD, YVETTE		14	FRANKLIN ST	90,000	294,000	25,000	359,000	2,372.99	2,372.99	4,745.98
U13-124-000-000	02515537	LMG PROPERTIES LLC		7	DUNLAP ST	159,000	424,000	0	583,000	3,853.63	3,853.63	7,707.26
048-004-000-000	02515538	LOA PROPERTY LLC		503	OLD BATH RD	7,000	0	0	7,000	46.27	46.27	92.54
016-010-000-019	02515539	LOBIKIS, MATTHEW G & CYNTHIA S JT		3	SADLER DR	76,000	211,000	0	287,000	1,897.07	1,897.07	3,794.14
023-001-000-000	02515540	LOCHER, JOSIAH T & MARIAH L JT		1	WOOD POND RD	134,000	272,000	25,000	381,000	2,518.41	2,518.41	5,036.82
U15-017-000-000	02515541	LOCK, JEREMY	HUTCHINS, ABBEY M	8	CUSHING ST	76,000	503,000	0	579,000	3,827.19	3,827.19	7,654.38
045-003-000-287	02515542	LOCKE, GREYSON		20	YOUNG AVE	0	172,000	0	172,000	1,136.92	1,136.92	2,273.84
024-024-000-000	02515543	LOCKE, WILLIAM J		255	MERE PT RD	156,000	319,000	31,000	444,000	2,934.84	2,934.84	5,869.68
024-066-000-000	02515544	LOCKHART, RUTH A		11	MIDDLE BAY RD	105,000	327,000	25,000	407,000	2,690.27	2,690.27	5,380.54
040-368-000-003	02515545	LOCKWOOD, ALYSSA	LOCKWOOD, DARRELL J	25	BEAVER POND RD	92,000	277,000	0	369,000	2,439.09	2,439.09	4,878.18
018-046-000-000	02515546	LOCKWOOD, DARRELL J	LOCKWOOD, MARYANNE	28	NORTH TRAIL	271,000	706,000	25,000	952,000	6,292.72	6,292.72	12,585.44
039-034-000-000	02515547	LOCKWOOD, NANCY	LOCKWOOD, CHARLES J	7	CHASE LN	393,000	475,000	0	868,000	5,737.48	5,737.48	11,474.96
MP1-006-000-000	02515548	LOEBS, STEPHEN F & SUSAN M		25	MONUMENT LN	554,000	342,000	0	896,000	5,922.56	5,922.56	11,845.12
U40-006-000-010	02515549	LOFGREN, SONIA A M		2	APPLETREE DR	118,000	361,000	25,000	454,000	3,000.94	3,000.94	6,001.88
U17-127-000-000	02515550	LOGAN, BARRY		14	COLUMBIA AVE	131,000	462,000	0	593,000	3,919.73	3,919.73	7,839.46
U24-041-000-000	02515551	LONERGAN, JANE E		6	ANDROSCOGGIN ST	93,000	254,000	25,000	322,000	2,128.42	2,128.42	4,256.84
U22-068-000-000	02515552	LONG, ALEXANDER D & LINDA M JT		2	BODWELL ST	92,000	269,000	25,000	336,000	2,220.96	2,220.96	4,441.92
U19-002-000-065	02515553	LONG, DAVID E	LONG, CHRISTINE A (JT)	13	SCARLET SAGE LN	185,000	640,000	25,000	800,000	5,288.00	5,288.00	10,576.00
U40-194-000-000	02515554	LONG, JUDITH H		14	BAXTER LN	182,000	622,000	25,000	779,000	5,149.19	5,149.19	10,298.38
051-001-000-099	02515555	LONG, KENT M & SUSAN C		2	TUFTON ST	0	53,000	31,000	22,000	145.42	145.42	290.84
052-023-000-000	02515556	LONG, LAWRENCE E & JANE ANN - TRUSTEES	LONG TRUST, LAWRENCE E & JANE ANN	6	BALSAM AVE	119,000	523,000	25,000	617,000	4,078.37	4,078.37	8,156.74
U09-106-000-000	02515557	LONGFELLOW LLC		7	CARLISLE AVE	139,000	543,000	0	682,000	4,508.02	4,508.02	9,016.04
U12-026-000-000	02515558	LONGFELLOW LLC		1	LONGFELLOW AVE	160,000	226,000	0	386,000	2,551.46	2,551.46	5,102.92
U09-034-00A-000	02515559	LONGFELLOW PROPERTY MANAGEMENT LLC		49	LONGFELLOW AVE	81,000	292,000	0	373,000	2,465.53	2,465.53	4,931.06
022-054-000-151	02515560	LONGLEY, ERIC		7	LINNELL CIR	0	75,000	25,000	50,000	330.50	330.50	661.00
022-054-000-165	02515561	LONGLEY, JAMYE		7	ELWELL LN	0	83,000	0	83,000	548.63	548.63	1,097.26
U12-037-000-000	02515562	LONGLEY, MICHAEL G		26	LONGFELLOW AVE	215,000	525,000	25,000	715,000	4,726.15	4,726.15	9,452.30

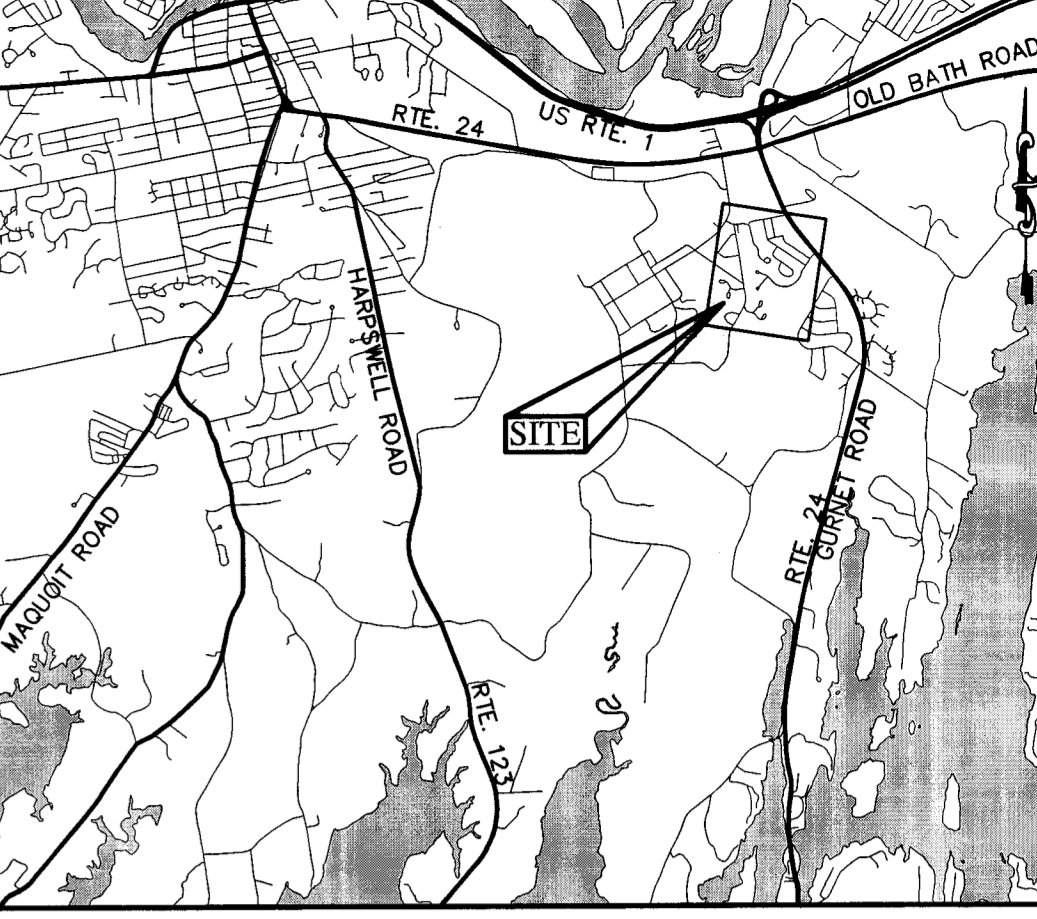
2017, THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITELINES, PA. NO MODIFICATIONS MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITELINES, PA. ANY MODIFICATION, CHANGE OF USE OR THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITELINES, PA. IS PROHIBITED AND IS AT THE USER'S RISK.

- CONDITIONS OF APPROVAL:**
1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, THEIR REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN THE PUBLIC RECORD. ANY CHANGES TO THE APPROVED PLAN NOT CALLED FOR IN THESE CONDITIONS OF APPROVAL OR OTHERWISE APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AS A MINOR MODIFICATION SHALL REQUIRE A REVIEW AND APPROVAL IN ACCORDANCE WITH THE BRUNSWICK ZONING ORDINANCE.
 2. PRIOR TO THE CONVEYANCE OF LAND WITHIN LOT 10, THE DEEDS FOR ALL INDENTURED LOTS SHALL BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS AND COPIES OF THOSE RECORDED DEEDS SHALL BE PROVIDED TO THE CODE ENFORCEMENT OFFICER.
 3. PRIOR TO THE CONVEYANCE OF LAND WITHIN LOT 10, PLAN SHEET 1 OF 3 SHALL BE REVISED TO LABEL ALL INDENTURED LAND AREAS TO THE SATISFACTION OF THE CODE ENFORCEMENT OFFICER.
 4. PRIOR TO THE SALE OF A LOT, A PUBLIC OFFERING STATEMENT AS REQUIRED IN THE CONDOMINIUM ASSOCIATION ACT SHALL BE SUBMITTED AND APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AND SHALL BE PROVIDED TO PROSPECTIVE BUYERS.

- LEGEND**
- MONUMENT FOUND
 - IRON MARKER FOUND
 - 5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
 - BOUNDARY LINE OF SURVEYED PARCEL
 - - - BOUNDARY LINE OF ABUTTERS (APPROX.)
 - ROAD RIGHT OF WAY LINE (APPROX.)
 - COMPUTATIONAL TIE LINE
 - STONE WALL (APPROX.)
 - EDGE OF TRAVELED WAY
 - UTILITY LINE
 - UTILITY POLE WITH NUMBER
 - IRF IRON PIPE FOUND
 - IRF IRON ROD FOUND
 - DH DRILL HOLE
 - Δ 4 ARBITRARY TRAVERSE POINT WITH NUMBER
 - 12, 1001 ARBITRARY COMPUTATIONAL POINT NUMBER
 - BK 10674, PG 197 DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
 - PB 195, PG 130 PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
 - R/W RIGHT OF WAY
 - N/F NOW OR FORMERLY HELD BY
 - AC ACRES
 - ± MORE OR LESS
 - ⊙ SEWER MANHOLE
 - ⊙ LIGHT POLE
 - ⊙ CATCH BASIN
 - ⊙ WATER SHUT OFF
 - ⊙ HYDRANT
 - ⊙ SIGN
 - ⊙ WATER VALVE
 - ⊙ ELEVATION TEMPORARY BENCH MARK
 - ⊙ TEST PIT



Lot #	Map-Lot	Address	Use	Area (s.f.)	Area (acres)	Net Site Area* (s.f.)	Net Site Area* (acres)	Density Allowed	Max DU	Actual DU	Imperv Area (s.f.)	% Cover	Area (s.f.)	Imperv (s.f.)	%	Max DU	Indented Area Notes	
9	40-139	Developable Lot 4	Undeveloped	79,565	1.83	79,565	1.83	8	15	0	0	0%	-	-	-	-	-	
10	40-140	Woodland Village	Open Space & Roadways	464,755	10.67	313,282	7.19	8	58	0	170826	37%	60362	12151	20%	12	* Encumbered by 0.50-acre Indented Area A	
	10-B	Condo 10-B 7 Starflower Lane 4 Starflower Lane 5 Starflower Lane 8 Starflower Lane	Dwellings, multifamily	20,632	0.47	21,939	0.50	8	4	4	6893	31%	-	-	-	-	-	* 0.03 acres from Indented Area B
	10-C	Condo 10-C 10 Starflower Lane 12 Starflower Lane 14 Starflower Lane 16 Starflower Lane	Dwellings, multifamily	19,209	0.44	21,823	0.50	8	4	4	6447	34%	-	-	-	-	-	* 0.06 acres from Indented Area B
	10-D-1	Condo 10-D 18 Starflower Lane 20 Starflower Lane	Dwellings, multifamily	7,642	0.18	11,127	0.26	8	2	2	3020	40%	-	-	-	-	-	* 0.08 acres from Indented Area B
	10-D-2	Condo 10-D 29 Starflower Lane 30 Starflower Lane Condo 10-E 22 Starflower Lane 24 Starflower Lane 26 Starflower Lane 28 Starflower Lane	Dwellings, multifamily	12,884	0.30	12,884	0.30	8	2	2	2919	23%	-	-	-	-	-	* 0.07 acres from Indented Area B
	10-E	Condo 10-E 21 Starflower Lane 23 Starflower Lane 25 Starflower Lane 27 Starflower Lane	Dwellings, multifamily	19,157	0.44	22,206	0.51	8	4	4	5800	30%	-	-	-	-	-	-
	10-F	Condo 10-F 11 Starflower Lane 13 Starflower Lane 15 Starflower Lane 17 Starflower Lane	Dwellings, multifamily	22,272	0.51	22,272	0.51	8	4	4	6573	30%	-	-	-	-	-	-
	10-G	Condo 10-G 2 Chipmunk Court 4 Chipmunk Court	Dwellings, multifamily	64,942	1.49	53,967	1.24	8	10	4	5605	9%	-	-	-	-	-	* Encumbered by 0.25-acre Indented Area B
	10-H	Condo 10-H 6 Chipmunk Court 8 Chipmunk Court 10 Chipmunk Court 12 Chipmunk Court	Dwellings, multifamily	29,075	0.67	29,075	0.67	8	5	2	2886	10%	-	-	-	-	-	-
	10-I	Condo 10-I 5 Chipmunk Court 7 Chipmunk Court 9 Chipmunk Court 11 Chipmunk Court	Dwellings, multifamily	26,469	0.61	26,469	0.61	8	5	4	6622	25%	-	-	-	-	-	-
	10-J	Condo 10-J 2 Beaver Pond Road 4 Beaver Pond Road 6 Beaver Pond Road 8 Beaver Pond Road	Dwellings, multifamily	25,841	0.59	25,841	0.59	8	5	4	6581	25%	-	-	-	-	-	-
	10-K	Condo 10-K 9 Chickadee Circle 11 Chickadee Circle 13 Chickadee Circle 15 Chickadee Circle	Dwellings, multifamily	40,091	0.92	33,788	0.78	8	6	1	5921	15%	34662	4983	14%	1	-	-
	10-L	Condo 10-L 10 Beaver Pond Road 12 Beaver Pond Road 14 Beaver Pond Road 16 Beaver Pond Road	Dwellings, multifamily	22,030	0.51	22,030	0.51	8	4	4	7149	32%	-	-	-	-	-	-
	10-M	Condo 10-M 10 Beaver Pond Road 12 Beaver Pond Road 14 Beaver Pond Road 16 Beaver Pond Road	Dwellings, multifamily	33,978	0.78	29,600	0.68	8	5	4	5750	17%	-	-	-	-	-	-
	10-N	Condo 10-N 2 Chickadee Circle 4 Chickadee Circle 6 Chickadee Circle 8 Chickadee Circle	Dwellings, multifamily	19,725	0.45	21,903	0.50	8	4	4	5976	30%	-	-	-	-	-	-
	10-O	Condo 10-O 5 Chickadee Circle 7 Chickadee Circle	Dwellings, multifamily	10,935	0.25	10,935	0.25	8	2	2	2951	27%	-	-	-	-	-	-
	10-P-1	Condo 10-P 17 Chickadee Circle 19 Chickadee Circle	Dwellings, multifamily	11,084	0.25	11,084	0.25	8	2	2	3035	27%	-	-	-	-	-	-
	10-P-2	Condo 10-P 10 Chickadee Circle 12 Chickadee Circle 14 Chickadee Circle 16 Chickadee Circle	Dwellings, multifamily	21,782	0.50	21,782	0.50	8	4	4	7348	34%	-	-	-	-	-	-
	10-Q	Condo 10-Q 21 Beaver Pond Road 23 Beaver Pond Road 25 Beaver Pond Road 27 Beaver Pond Road	Dwellings, multifamily	20,097	0.46	21,839	0.50	8	4	4	7297	36%	-	-	-	-	-	-
	10-R	Condo 10-R 18 Beaver Pond Road 20 Beaver Pond Road	Dwellings, multifamily	19,613	0.45	19,613	0.45	8	4	2	2838	14%	-	-	-	-	-	-
	10-S-1	Condo 10-S 23 Beaver Pond Road 25 Beaver Pond Road 27 Beaver Pond Road	Dwellings, multifamily	15,322	0.35	15,322	0.35	8	3	2	3072	20%	-	-	-	-	-	-
	10-S-2	Condo 10-S 22 Beaver Pond Road 24 Beaver Pond Road 26 Beaver Pond Road 28 Beaver Pond Road	Dwellings, multifamily	32,000	0.73	32,000	0.73	8	6	4	5850	18%	-	-	-	-	-	-
	10-T	Developable Lot 5	Undeveloped	253,824	5.83	216,882	4.98	8	40	0	16906	7%	-	-	-	-	-	
	10-U	3 Beaver Pond Road	Dwellings, multifamily	5,808	0.13	5,808	0.13	8	1	1	1506	26%	-	-	-	-	-	
	10-V	Site Area		1,339,231	30.74	1,143,533	26.25	8	210	72	305985	23%	-	-	-	-	-	



LOCATION MAP
SCALE: 1" = 5000'

- PLAN REFERENCE:**
- "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITELINES PA ON JUNE 29, 2017.
 - "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017 RECORDED IN BOOK: 218 PAGE 294
 - "SUBDIVISION AMENDMENT 2, WOODLAND VILLAGE - LOT 10, MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017

- GENERAL NOTES:**
1. AREA OF EXISTING LOTS = 30.74 ACRES
 2. ORDINANCE STANDARDS:
ZONE: GR1 (GROWTH RESIDENTIAL 1)
MINIMUM LOT SIZE: 0.0 ACRES
DIMENSION REQUIREMENTS:
1.) MINIMUM LOT WIDTH: 40'
2.) YARD DEPTHS
A) FRONT = 0'
B) REAR = 0'
C) SIDE = 0'
3.) MINIMUM BUILDING HEIGHT = 24'
MAXIMUM BUILDING HEIGHT = 50'
MAXIMUM DENSITY = 8 UNITS PER ACRE
MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.
 3. TAX MAP REFERENCE:
SEE TABLE THIS SHEET
 4. WETLANDS:
WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, WOOLWICH, ME.

APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

DATE APPROVED: September 25, 2018

DATE SIGNED: 10/02/2018

CHAIRMAN: *Chad Lipp*
David Lipp
Bob Dora
Gay Bellin

CUMBERLAND COUNTY REGISTRY OF DEEDS:

RECEIVED: *October 5 2018*

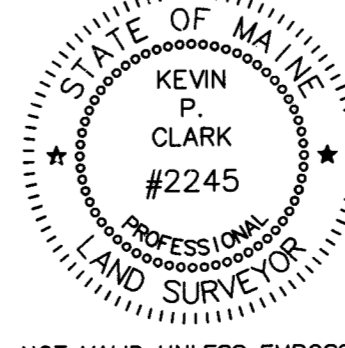
AT 11 HRS 44 MIN A.M. AND

FILED IN PLAN BOOK 218 PAGE 434

ATTESTED: *Gay Bellin* REGISTER

SURVEYOR'S CERTIFICATION:

THE PREPARER HEREBY CERTIFIES THAT THIS SURVEY HAS BEEN UNDERTAKEN IN CONFORMANCE WITH THE RULES SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 2001, FOR A BOUNDARY SURVEY.



9-27-2018
DATE: *Kevin P. Clark*
KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE

1. 09-19-18 UPDATED WETLAND AND SPO LOCATION RPL

TITLE:
**SUBDIVISION AMENDMENT 3
WOODLAND VILLAGE - LOTS 9 & 10**

PROJECT:
**MULTI-UNIT RESIDENTIAL PROPERTIES
BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR:
**BRUNSWICK LANDING VENTURE (OWNER)
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

SITELINES, PA
ENGINEERS • PLANNERS • SURVEYORS
8 CUMBERLAND STREET, BRUNSWICK, ME 04011
207.725.1200 www.sitelinespa.com

FIELD WK: CH/MC SCALE: 1" = 150' SHEET:
DRN BY: MCA JOB #: 3574 1 OF 3
CHD BY: KPC MAP/LOT: 40/139 & 140
DATE: 08-21-18 FILE: 3574 SUB