EMERALD WOODS

WHERE NATURE MEETS HOME

DECLARATION OF EMERALD WOODS IN YORK

DECLARATION PURSUANT TO TITLE 33, CHAPTER 31, SECTION 1601-101, ET SEQ. AS AMENDED KNOWN AS THE MAINE CONDOMINIUM ACT

DECLARANT: **JAMES PAOLINI**

ASSOCIATION: **EMERALD WOODS IN YORK OWNERS' ASSOCIATION**

PREMISES: **1 US ROUTE 1, YORK, YORK COUNTY, MAINE**

March 2026

DECLARATION OF EMERALD WOODS IN YORK

THIS DECLARATION (the "Declaration") is executed as of May 1st, 2026 **by JAMES PAOLINI** (hereinafter collectively referred to as the "Declarant") pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act").

ARTICLE I

CREATION OF CONDOMINIUM

1.1 Declaration of Property. The Declarant, owner of a certain parcel of land (the "Land") in the Town of York, County of York and State of Maine more particularly described in **Schedule A** and of all buildings and improvements constructed on the Land and all easements, rights, privileges and appurtenances thereunto belonging (collectively, the "Property") hereby declares that the Property shall be conveyed subject to the covenants, easements and restrictions contained in the Act and in this Declaration which shall run with the Property and be binding upon, and inure to the benefit of, all owners of any and every portion of the Property and their respective heirs, successors and assigns; that the Property is hereby submitted to the provisions of the Act; and that the Declarant hereby creates with respect to the Property a condominium as defined in Section 1601-103(7) of the Act (the "Condominium").

The Property and the Units are depicted on the plan entitled, "***EMERALD WOODS OF YORK, Map 0087, Parcel 0067, 1 US ROUTE 1, York, Maine"*** owned by James Paolini, 40 Godfrey Cove Road, York Maine 03909" by Civil Consultants (the "Plat and Plan") which Plat and Plan are recorded in the York County Registry of Deeds in Condominium File _____, Pages _____.

At least one person residing in each unit shall be 62 yrs. or older.

ARTICLE II

IDENTIFICATION AND LOCATION OF CONDOMINIUM; ASSOCIATION

2.1 Name of Condominium.The name of the Condominium is **Emerald Woods in York.**

2.2 Name of Association. The name of the Unit Owners Association organized under and identified in Section 1603-101 of the Act (the "Association") is EMERALD WOODS IN YORK HOMEOWNERS' ASSOCIATION.

2.3 This Declaration authorizes the creation of a Sub-Association to govern the administration and expenses unique to the three 12-unit buildings. Membership shall consist exclusively of the unit owners within said buildings, who shall bear sole financial responsibility for all related assessments and costs.

2.4 Location of Condominium. The Condominium is located at 1 US ROUTE 1, York, Maine.

ARTICLE III

DESCRIPTION OF PROPERTY AND UNITS

3.1 Description of the Property. A legally sufficient description of the Property included in the Condominium is set forth in Schedule A and the location and dimensions of the Property included in the Condominium are depicted on the Plat and Plan.

3.2 Location and Dimensions of Building. The location and dimensions of each Building and other improvements erected on the Land are depicted on the Plat and Plan.

3.3 Maximum Number of Units. The Declarant has created pursuant to this Declaration the Units identified on Schedule B. The maximum number of Units shall be sixty eight (68), consisting of 16 duplex buildings (32 townhome units) and 3 buildings with up to 12 units each (36 apartment style units.) Reference is made to Schedule B for the identifying number and type of each Unit created by this Declaration and to the Plat and Plan for a description of each Unit created by this Declaration including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common and Limited Common Elements to which the Unit has direct access and any other information necessary to identify the Unit.

3.4 Unit Boundaries. The boundaries of the Units shall consist of the exterior surface of the exterior walls, roof, chimney, doors, windows, cellar floor and foundation.

3.5 Allocated Interests. The Allocated Interests allocated to each Unit are listed in Schedule B. Each Allocated Interest has been rounded to the nearest one thousandth of one percent (0.001%). The formula for calculating the Allocated Interest is as follows:

Each Unit shall have an equal allocated interest and equal vote.

3.6 Exterior Changes to the Building. Any changes to the exterior of the Unit, including the color of the Units, shall require the approval of the homeowner’s association board; provided, however, the addition of a dormer or dormers shall be permitted without the need for approvals Routine maintenance shall NOT require the consent of the other Unit Owner.

ARTICLE IV

COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND APPLICABLE PROVISIONS

4.1 Common Elements. The Common Elements are shown on the Plat and Plan and are allocated according to the percentages on Schedule B.

4.2 Limited Common Elements. The location and dimensions of all Limited Common Elements, except for the portions of the Property described as Limited Common Elements pursuant to the Act, and the identifications of the Unit or Units to which the Limited Common Elements are hereby allocated are described in this Paragraph and on the Plat and Plan. The allocation of Limited Common Elements to the Units cannot be altered except with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements and in compliance with Section 1602-108(b) of the Act at the expense of the Owners of the Units involved. The walkways, decks and steps depicted on the Plat and Plan serving each Unit are Limited Common Elements allocated to that Unit. The following portions of the Property serving a single Unit, but located outside that Unit's boundaries are each allocated as a Limited Common Element to the Unit which it serves:

4.2.1 Functional porches, balconies, decks, patios, storage areas, bulkheads, yard areas, driveways and parking spaces, as depicted on the Plat and Plan.
4.2.2 Shutters, awnings, window boxes, windows, doorsteps and stoops designed to serve a single Unit.
4.2.3 Those areas identified as “Limited Common Element Parking Areas” on the Plat and Plan.

4.3 Use of Common Elements. Except as their use may otherwise be limited by this Declaration or by the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members and guests, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

4.3.1 Parking of motor vehicles by Unit Owners, the immediate families of Unit Owners, tenants, guests, visitors, and invitees shall be only in the Limited Common Elements designated as spaces for parking for that Unit, and allocated parking areas.

4.3.2 Parking areas and Common Elements shall at all times be kept free of personal property as well as the unreasonable accumulations of debris or rubbish of any kind.

4.4 Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element except as otherwise provided herein, in the By-Laws, or in any Rules promulgated in writing by the Association, without the prior written approval of the Executive Board. The foregoing provisions of this subparagraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure. Each Owner of a Unit shall have the right to post in front of his Unit on the outside of the Building in which his Unit is situated a non-illuminated sign not to exceed an area of one foot by two feet publishing the name of the Owner and the address or identifying number of his Unit.

4.5 **Stormwater Maintenance**. The developer will be responsible for the maintenance of all erosion, sedimentation, and stormwater flow control structures and devices within the limits of the development and will retain that responsibility until such time as another individual and/or agency accepts the responsibility, and management of the community is given to the Homeowners Association. (see **Addendum 1** for complete "Stormwater Maintenance Plan.")

ARTICLE V

EASEMENTS

5.1 Utilities, Pipes and Conduits. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wire, 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.

5.2 Ingress, Egress and Regress. Each Unit Owner shall have an easement, subject to any rules and regulations established by the Executive Board, in common with all other Unit Owners to use the entrances, exists and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining public streets.

5.3 Condominium Association and Executive Board Access. Declarant reserves in favor of itself, the Association and its Executive Board, officers, agents and employees, and the managing agent and every other person authorized by the Executive Board the irrevocable right and easement to have access to each Unit as provided in Section 1603-107(a) of the Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time.

5.4 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 an easements, in favor of the Units benefited, for the installation, repair, maintenance, use removal and/or replacement of pipes, ducts, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

ARTICLE VI

ASSESSMENTS FOR COMMON EXPENSES AND

MAINTENANCE OF PROPERTY

6.1 Allocation of Assessments of Common Expenses. The total amount of Common Expenses shall be assessed against the Units in the following proportions:

6.1.1 The Common Expenses that are not assessed as Limited Common Expenses shall be assessed against all the Units in proportion to the relative Allocated Interests of all the Units.

If a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Executive Board shall determine.

6.1.2 Water, sewer, electricity, cable and telephone services shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for water, heat, electricity and telephone services consumed or used in his Unit. Each Unit Owner shall also be responsible for the maintenance of his own utilities, including the cost of any repairs of wires or piping.

6.2 Lien for Assessments. The total monthly assessment levied against each Unit for Common Expenses and Limited Common Expenses and any special assessment, and any other sums duly levied against the Unit pursuant to this Declaration, the By-Laws, or the Act, all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided in this Declaration or the By-Laws shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against the Unit in favor of the Association from the date upon which such assessment, special assessment or other sum such as interest becomes due as provided in Section 1603-116 of the Act. Such lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Association as to the full amount of the annual assessment, and, as to special assessments and other sums duly levied including Limited Common Expenses assessed against a Unit Owner for maintenance, repair or replacement of a Limited Common Element, on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first Mortgage recorded before or after the date which the assessment sought to be enforced becomes delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

6.3 Payment Obligations. Each Unit Owner shall pay to the Association or its authorized representative on the first day of each month, or on such other date that the Association may determine in writing, their portion of the Common Expenses including Limited Common Expenses and revised Common Expenses including Limited Common Expenses, assessed on an annual basis against his Unit and (2) all special assessments, any other sums duly levied against the Unit pursuant to this Declaration, these Bylaws, or the Act, including Limited Common Expenses assessed against Unit Owners for maintenance, repair, or replacement of a Limited Common Element, all

interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties, and fees as provided by this Declaration, these Bylaws, or the Act.

6.4 Limited Common Elements, Maintenance. Unless otherwise determined by the Executive Board, the Unit Owner shall maintain, repair and replace all Limited Common Elements associated with his Unit. The Unit Owner of any Unit to which a Limited Common Element balcony, deck, patio or terrace is appurtenant shall perform the normal maintenance for such Limited Common Element, including keeping it in a clean and sanitary condition.

6.5 Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided.

6.6 Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit in good order, condition and repair, including periodic painting of the Unit as required. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners.

6.7 Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his Unit, for the expense of maintenance, repair or replacement of any damage to the Common Elements, and any and all consequential damages or effects arising therefrom, 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, employee, agents, lessees, or their pets, which the Association shall have the right to cure, correct, maintain, repair or release.

ARTICLE VII

ASSOCIATION OF UNIT OWNERS; VOTING;

7.1 The Association, Powers. The Association is a nonprofit and non-stock corporation organized under Title 13-B of the Maine Revised Statutes of 1964, as amended, and is the governing body for all the Unit Owners with respect to the administration, maintenance, repair, replacement, cleaning, sanitation, management and operation of the Common Elements, and the making of any additions or improvements thereto as provided in this Declaration and in the By-Laws. The membership of the Association at all times shall consist exclusively of all Unit Owners. Each Unit Owner shall automatically become and be a member of the Association as long as he continues as a Unit Owner and upon the termination of the interest of the Unit Owner in the Condominium his membership and any interest in the common funds of the Association shall thereupon automatically terminate and transfer and inure to the next Unit Owner or Owners succeeding him in interest. The Association shall have all the powers granted pursuant to Section 1603-102 of the Act.

7.2 Executive Board. Except as otherwise provided in Section 1603-103(b) of the Act, the Executive Board may act on behalf of the Association, shall have all of the powers

necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Act or this Declaration or the By-Laws required to be exercised and done by the Association. The affairs of the Association shall be governed by an Executive Board composed of three (3).

7.3 Voting. If a Unit of record is owned by one person, that Unit Owner's right to vote shall be established by the record title to the Unit. If ownership of a Unit is in more than one person, the person who shall be entitled to cast the Votes allocated to that Unit shall be the person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary of the Association. If ownership of a Unit is in a corporation, limited liability company, partnership, trust or estate, the officer or employee of that corporation, partner of that partnership, trustee of that trust, or agent of that estate, entitled to cast for the corporation, partnership, trust or estate the Votes allocated to such Unit shall be designated in a certificate for that purpose executed by the president or a vice president of that corporation, and attested to by the secretary or clerk of that corporation, executed by all the partners of that partnership, or executed by all the beneficiaries of that trust, or executed by either all the devisees of that estate or by order of the probate court and filed with the Secretary of the Association. Such certificates of multiple owners, corporations, partnerships, trusts or estates shall be valid until revoked by a subsequent certificate similarly executed and filed with the Secretary of the Association.

ARTICLE VIII

RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION OF UNITS

8.1 Use and Occupancy Restrictions on Units. Each Unit shall be occupied and used subject to the following restrictions:

8.1.1 The units shall be for residential purposes only.

8.1.2 At least one person residing in each unit shall be 62 yrs. or older.

8.1.3 Each Unit owner shall maintain their own Unit Owners insurance in an amount necessary to provide for 100% replacement value and display a copy of the same to the Executive Board upon request.

8.1.4 No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.

8.1.5 Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, or poultry of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements.

A Unit Owner may keep within such Unit no more than three animals. The keeping of such pets shall be subject to the Rules and Regulations as established from time to time by the Executive Board. In any event all pets shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Executive Board. No dogs, cats or other pets

shall be permitted outside of a Unit except on a leash or within an enclosure created within the unit owner's Limited Common Element. Pet owners shall promptly clean up the droppings left by their pets.

All pets on the Property must abide by all the pet rules in this Declaration, the Bylaws, and Rules and Regulations.

The Executive Board shall have power to further regulate the keeping of pets and animals under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time. Upon notice and opportunity to be heard, the Board may expel any offending pets from the property.

8.1.6 No Unit owner shall permit the operation of snowmobiles or ATV or other similar recreational vehicles on the Common or Limited Common Area.

8.1.7 No Unit owner shall change the exterior color of his/her Unit without the approval of the Executive Board.

8.1.8 No additional outbuildings shall be permitted on the Limited Common Element without the approval of the Executive Board.

8.1.9 No Unit shall be further subdivided. For the purpose of this provision, lease, transfer or conveyance of less than the whole Lot shall constitute a subdivision.

8.1.10 No unregistered or unused automobiles, campers, boats, mobile homes, house trailers, motorcycles, ATV's, snowmobiles or other similar type work and recreational vehicles shall be stored within the Limited Common Element unless properly screened from the public street or adjacent Unit.

8.1.11 No personal property of any nature shall be stored within the Limited Common Element.

8.2 Leasing Restrictions. No Unit may be leased for a term of less than 180 days, excepting Units owned by Eligible Mortgagees, which may not be leased or sublet for a term of less than one month. No Unit may be sublet. No Unit may be leased or rented without a written Lease approved by the Executive Board. The Executive Board shall provide an approved template Lease. A copy of the fully executed Lease shall be provided to the Executive Board PRIOR TO entry of the tenant(s) into the Unit. Failure to provide the Executive Board with a copy of the fully executed Lease PRIOR TO entry into the Unit by the tenant shall entitle the Executive Board to immediately commence a Forcible Entry and Detainer Action (i.e., eviction) against the tenant occupying the Unit.

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8.3 Voluntary Resale of Units. The following provisions apply to the sales of Units by all Unit Owners other than the Declarant:

8.3.1 No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance in fee of such Unit by the Owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all

unpaid assessments and special assessments for Common Expenses made by the Executive Board against the latter up to the time of recordation of grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any person who shall have entered into an agreement to purchase a Unit from a Unit Owner shall be entitled to a certificate from the Executive Board as provided by Section 1604-108(b) of the Act, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor for Common Expenses made in excess of those disclosed on such certificate.

8.3.2 A voluntary transfer for the purpose of this Paragraph 8.3 shall be considered any sale, lease, gift, testate or intestate distribution, or the transfer of ownership of a corporation owning a Unit.

8.3.3 Right of First Refusal. Neither the Unit owners nor the Association have a right of first refusal prior to the sale of any Unit.

8.3.4 **York Village Affordable Elderly Housing**. Emerald Woods in York will designate and offer at least 10% of units (7) for sale and/or rent. They will include 3 units for sale or rent in the Townhome portion of the community, and 4 units for sale or rent in the 3 multi-unit buildings. Eligibility for occupancy of units shall be based on income. Only households which meet the criteria of low or moderate income are eligible for occupancy, and the rent charge, or sale price offered shall be such that the unit constitutes affordable housing, as defined by the Town of York. York Housing, a local nonprofit housing provider, will oversee the handling of Affordable Housing units, including verifying that applicants meet eligibility requirements, such as income limits.

ARTICLE IX

MORTGAGES OF UNITS; RIGHT OF MORTGAGEES

9.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his/her own respective Unit together with the Allocated Interests appurtenant to such Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Elements or any part thereof except his/her own Unit and his own respective Allocated Interests appurtenant to his/her Unit.

9.2 Identification of Mortgagee. A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his Mortgagee(s) and shall file a copy of the Mortgage with the Executive Board.

9.3 Mortgage Foreclosure. Any Mortgagee of a Unit that obtains title to the Unit pursuant to the remedies provided in the Mortgage, or through a completed foreclosure of the Mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims for unpaid assessments for Common Expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on

which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

9.4 Notices to Eligible Mortgage Holder of Insurer. The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder within a reasonable period prior to the taking of any actions which would directly affect the Mortgage and is required by national lending standards.

9.5 Mortgagee Approval Rights: The Association shall obtain the prior written approval of a proportionate share of the Eligible Mortgage Holders (as required by the national lending standards) to make substantial changes to the Condominium or the Condominium documents.

An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors. An Eligible Mortgage Holder who receives a written request to approve additions or amendments to the Condominium Documents who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

9.6 Voting and Other Rights of Eligible Mortgage Holders. In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the Condominium Documents, the Eligible Mortgage Holder of the Mortgage on such Owner's Unit shall have the right but not the obligation to cure such default. In addition to, but not by way of limitation of, all rights granted to Eligible Mortgage Holders pursuant to this Declaration to cast the Votes allocated to a Unit in lieu of the Unit Owner, an Eligible Mortgage Holder, or its representative, shall have the right to attend meetings of the Association and Executive Board for the purposes of discussing the termination of the Condominium, a change in the Allocated Interests of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit, the merger or consolidation of the Condominium with another condominium, the conveyance or subjection to a security interest of any portion of the Common Elements, the proposed use of any proceeds of hazard insurance for purposes other than the repair or restoration of the damaged Property, or the adoption of any proposed budget by the Executive Board.

9.7 Rights of First Refusal. In the event the Unit Owners in the future adopt any right of first refusal in the case of the sale of any Unit, such right of first refusal shall not impair the right of any Mortgagee to:

(a) Foreclose or take title to the Unit pursuant to the remedies provided in the Mortgage,
(b) Accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or
(c) Sell or lease a Unit acquired by the procedures hereinabove set forth.

The Association does not have a Right of First Refusal to purchase any Unit being marketed for sale.

9.8 Mortgage Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder in the case of a distribution to Unit Owners of insurance

proceeds or condemnation awards for losses to or a taking of Units, Common Elements, or both.

ARTICLE X

EASEMENTS AND LICENSES

10.1 Recorded Easements and Licenses. The recording data for recorded easements and licenses appurtenant to or included in the Condominium, if any, are stated and set forth on Schedule A.

ARTICLE XI

TAXATION

11.1 Separate Taxation. If there is any Unit Owner other than the Declarant, each Unit and its Allocated Interests shall be deemed to be a separate tax parcel and shall be separately taxed and assessed by the Town of York. Neither the Buildings, the Property nor any of the Common Elements shall be deemed to be or assessed as a separate tax parcel.

ARTICLE XII

AMENDMENTS

12.1 Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

12.2 After First Conveyance. After the first conveyance of a Unit by a Declarant as contemplated in the preceding Paragraph, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

12.2.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board or Association in which a proposed amendment is considered, and shall be served upon all Unit Owners and upon all Eligible Insurers, if required.

12.2.2 Resolution. An amendment may be proposed by either the Executive Board or by either Unit Owner. No resolution of the Executive Board adopting a proposed amendment or any proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the By-Laws by a unanimous vote of the Unit Owners and then executed and recorded as required by the Act.

12.2.3 Agreement. In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated at least 100% of the Votes in the Association in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when certified and recorded as provided in the Act.

12.2.4 Execution and Recording. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Executive Board designated for that purpose by the By-Laws. The amendment shall be effective when such certificate and copy of the amendment are recorded.

12.2.5 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment.

ARTICLE XIII

APPLICABILITY, COMPLIANCE AND DEFAULT

13.1 Applicability. This Declaration shall be applicable to the Condominium. All present and future Owners and tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the Common Elements shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the rules and regulations of the Association and will comply with them. The acceptance of a deed or conveyance (other than as security) or the entering into of a lease or the entering into of occupancy of any Unit (other than possession by a Mortgagee prior to either of the completion of foreclosure or the acceptance of a deed to the Unit subject to the Mortgage held by such Mortgagee) shall signify that the provisions of this Declaration and the By-Laws, the rules and regulations of the Condominium and the decisions of the Executive Board are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to 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 or conveyance or lease thereof.

13.2 Compliance:

13.2.1 Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time.

13.2.2 Except as otherwise stated herein, the Executive Board shall have the power to adopt, amend and enforce compliance with, such reasonable rules and regulations relative to the operation, use and occupancy of the Units and the Common Elements.

13.3 Arbitration. Except as may be otherwise provided herein or in the Bylaws, any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the Bylaws or Rules and Regulations shall be determined by the Executive Board, whose determination shall be final and binding on all parties.

13.4 Independent Property Manager. In the event that the Unit Owners and/or the Executive Board of the Association either (i) are unable to agree upon the expenses, budget or the performance of the maintenance, repair and replacement of the Common Elements or Units in accordance with the terms and provisions of the Declaration, which deadlock continues for thirty (30) days after a Unit Owner and/or a Member of the Executive Board sends written notice to the other parties in interest indicating the decisions in dispute, or (ii) are so divided that the affairs of the Association and the Condominium are suffering or will suffer irreparable injury, then in either such event the Unit Owners shall promptly select an independent professional property manager to handle such duties in dispute. If the Unit Owners cannot agree on the selection of such a manager, then a manager shall be selected in accordance with the procedures and with the powers specified below:

The Owner of Unit 1 shall give notice to the Owner of Unit 2 specifying in said notice the name and address of the person designated to act as an arbitrator on its behalf. Within twenty (20) days after the service of such notice, the Owner of Unit 2 shall give notice specifying the name and address of the person designated to act as an arbitrator on its behalf. If the Owner of Unit 2 fails to notify the Owner of Unit 1 of the appointment of its arbitrator within the time above specified, then the appointment of the second arbitrator shall be made by the first arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and if, by sixty (60) days after the date of the appointment of the second arbitrator, the two arbitrators shall not agree upon the independent professional manager, they shall together appoint a third arbitrator. In the event of their being unable to agree upon such third arbitrator within thirty (30) days after the latest date for agreement, the third arbitrator shall be selected by the Unit Owners themselves if they can agree thereon within a further period of ten (10) days. If the Unit Owners do not so agree, then either Unit Owner, on behalf of both and on notice to the other Unit Owner may apply to the York County Superior Court for an appointment of such third arbitrator. It shall not be an objection to the nomination by either Unit Owner that the arbitrator nominated by a Unit Owner is not neutral, but the third arbitrator shall be a disinterested person. The decision of the arbitrators shall be final and the expenses of arbitration shall be assessed as a common expense. All arbitrators appointed must be employed in the real estate industry, including without limitation, as managers, real estate brokers, bankers, attorneys, developers, investors or otherwise. Unless the Unit Owners both agree to limit the scope of the manager's duties, the independent property manager shall have full power to administer the Association, on its behalf, including (i) establishing

the budget of the Association, (ii) calculating, assessing and collecting common expenses and charges, (iii) management and administration of the Condominium, (iv) establishing reserves, and (v) appointment and dismissal of personnel and agents for the maintenance of the Condominium. The manager's term shall continue for a minimum of one (1) year, renewable annually, unless both Unit Owners agree in writing to cancel thirty (30) days prior to the anniversary date. The manager shall be paid a reasonable fee for his services, which fee shall be a common expense. In the event of dispute, the manager's fee amount shall be determined by the arbitrators as set forth above.

ARTICLE XIV

LIMITATION OF LIABILITY

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

14.1.1 Shall not be personally 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 Unit Owner or person on the Property or by the failure of any Common Element, e.g., water pipes, 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;

14.1.2 Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

14.1.3 Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

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

14.1.5 Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

14.1.6 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.

14.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, indemnification hereunder if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

14.3 Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and such complaint shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE XV

GENERAL PROVISIONS

15.1 Captions. The headings in this Declaration are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Schedules are attached to and incorporated by reference into this Declaration and are an integral part of this Declaration.

15.2 Gender, Number, Etc. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

15.3 Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional

rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

IN WITNESS WHEREOF, **JAMES PAOLINI** has caused this Declaration to be executed in his name as of the date and year first above written.

SIGNED, SEALED and DELIVERED
IN PRESENCE OF

_____ By:_____

JAMES PAOLINI
DECLARANT

STATE OF MAINE
COUNTY OF YORK _____, 2026

Personally appeared the above-named **JAMES PAOLINI** and acknowledged the foregoing Declaration to be his free act and deed.

Before me,

_____
Notary Public