PURCHASE AND SALE AGREEMENT

SCITTERY WOODS CONDOMINIUM
Falmouth, Maine

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between the Seller and Buyer identified below in consideration of the mutual promises set forth herein pursuant to which SELLER agrees to sell and BUYER agrees to buy the property specified below in accordance with the following terms and conditions on this "Summary Sheet" and the Additional Term of Sale and Exhibits, all of which form a part of this Agreement:

1. **Property To Be Sold**: Unit #_____ (the "Unit") located in Scittery Woods Condominium (the "Condominium") with a street address of ___ Marshall Drive, Unit __, Falmouth, Maine, 04105 together with an undivided interest in the common elements as specified in the Declaration of Condominium.

2. **Purchase Price**: The agreed purchase price and payment of same is as follows:

$425,000.00	**Total Purchase Price**
-$1,000.00	*(Less)* Reservation Deposit, if any;
-$2,000.00	*(Less)* Contract Deposit paid to Escrow Agent
$422,000.00	**Balance Due at Closing**, subject to adjustments provided herein (by certified or bank check or wire transfer)

3. **Closing Date**: The estimated Closing Date shall take place between the months of _____, 2026 and _____, 20___ which shall be dependent on the Seller's construction schedule. The Seller shall provide Buyer, in writing, with a minimum of a twenty (20)-day, "date-certain" notice as to the impending date of Closing. Notwithstanding the foregoing, Buyer acknowledges that any dates set for commencing and completion of the Unit and such Closing Date are strictly estimates, subject to the provisions of Section 16 of the Additional Terms of Sale, and the Additional Terms of Sale in full.

4. **Subject to Mortgage Financing**: [__] YES [__] NO;

if yes, _____% of the Total Purchase Price, at an interest rate not to exceed _____%, and amortized over a period of _____ years.

5. **Brokers**:

Buyer's Broker: [__] YES [__] NO	Seller's Broker: [X] YES [__] NO
Name: _____	Name: Anne T. Hyland
Licensee MLS ID:_____	Licensee MLS ID: 018899
Agency:_____	Agency: Portside Real Estate Group
MLS ID:_____	MLS ID: 2799

6. **Receipt of Documents:** Prior to signing this Agreement, Buyer(s) hereby acknowledge(s) having received and reviewed the Public Offering Statement and accompanying documents, this Agreement, the Additional Terms of Sale and the Exhibits that form this Agreement, and agree(s) that a binding contract will arise when this agreement is signed by Buyer(s) and Seller

   Also see attached Additional Terms of Sale and Exhibits.

EXECUTED AS OF THIS _____ DAY OF _____, _____.

SELLER:	**BUYER(s):**
SCITTERY WOODS PARTNERS, LLC, a Maine limited liability company	_____sign
	_____sign
By: _____	_____print
	_____print
Name:_____ Title: Manager Mailing Address: 65 Newburry Street Portland, ME 04101	_____ _____ Mailing Address

Exhibits to this Purchase and Sale Agreement

Additional Terms of Sale
P&S Exhibit A: Description of Unit
P&S Exhibit B: Plans and Specifications
P&S Exhibit C: Floorplan / Layout
P&S Exhibit D: Unit Inspection Form
P&S Exhibit E: Limited Warranty Certificate
P&S Exhibit F: Maine Consumer Protection Information
Schedule 1: Town of Falmouth Declaration of Covenants, Conditions and Restrictions

ADDITIONAL TERMS OF SALE
PURCHASE AND SALE AGREEMENT
SCITTERY WOODS CONDOMINIUM

THE FOLLOWING STATEMENTS ARE MADE PURSUANT TO THE REQUIREMENTS OF §§ 1604-101 THROUGH 1604-105 OF THE MAINE CONDOMINIUM ACT AS AMENDED (THE "ACT"):

UNLESS A BUYER HAS RECEIVED AND REVIEWED A COPY OF THE PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE OF A UNIT AT SCITTERY WOODS CONDOMINIUM, A BUYER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT. IF A BUYER ACCEPTS THE CONVEYANCE OF A UNIT, THE BUYER MAY NOT CANCEL THE CONTRACT.

IF THE BUYER ELECTS TO CANCEL THE AGREEMENT FOR THE PURCHASE OF A UNIT PRIOR TO RECEIVING THE PUBLIC OFFERING STATEMENT PURSUANT TO THE PRECEDING PARAGRAPH, HE OR SHE MAY DO SO BY HAND DELIVERING NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE BY POSTAGE PREPAID UNITED STATES MAIL (IN WHICH CASE RETURN RECEIPT REQUESTED IS ADVISED). THIS CANCELLATION OF THE PURCHASE AND SALE AGREEMENT IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE BUYER BEFORE THIS CANCELLATION WILL BE REFUNDED PROMPTLY BY THE DECLARANT.

IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO A BUYER BEFORE CONVEYING A UNIT, THAT BUYER MAY HAVE A CLAIM FOR APPROPRIATE RELIEF UNDER SECTION 1604-116 OF THE ACT.

CONSUMERS ARE ADVISED TO VISIT THE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO GATHER CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING THEIR HOMES AT HTTP://WWW.STATE.ME.US/AG/ OR BY CALLING 207-626-8800.

WITNESSETH

WHEREAS, Seller has declared a condominium on land owned by Seller located at Marshall Drive, Falmouth, Maine, which condominium is known as “Scittery Woods Condominium” (the “Condominium”); and

WHEREAS, Buyer desires to purchase a unit in the Condominium and Seller is willing to construct and sell a unit in the Condominium, all in accordance with the terms and provisions set forth herein; and

WHEREAS, Seller has prepared and delivered to Buyer a Public Offering Statement for the Condominium (which Public Offering Statement, including the Declaration, Bylaws, the Plats and Plans and all exhibits and scheduled attached thereto, as the same may be amended as provided herein, is referred to herein as the "Public Offering Statement") pursuant to the Maine Condominium Act, 33 M.R.S.A. § 1601-101, et seq. (the "Act").

NOW, THEREFORE, in consideration of the mutual promises herein expressed, Seller and Buyer further agree as follows:

1. Description of Project. The Seller is the developer of the project known as Scittery Woods Condominium, being constructed on certain land at Marshall Drive, Falmouth, Maine. The project is proposed to consist of up to forty-eight (48) condominium units (the "Units") in an assortment of thirteen (13) duplex, tri-plex, four-plex, and five-plex buildings (the "Buildings").

2. Property To Be Sold. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept the Unit together with an undivided percentage interest in the Common Elements appurtenant thereto and such other rights and easements appurtenant to the Unit as specified in the Declaration of Condominium dated April 2, 2026, and recorded in the Cumberland County Registry of Deeds in Book 42154, Page 1, as the same may be amended from time to time (the "Declaration"), as further described in the Public Offering Statement and in the attached **Exhibit A**. Buyer acknowledges that Seller's right, as described in both the Public Offering Statement and the Declaration, to add Units to the Condominium up to the maximum stated in the Public Offering Statement and Section 1 above may result in a decrease of Buyer's allocated interest in the Common Elements. The Unit will be constructed in the location shown on the Condo Plat of Scittery Woods, Marshall Drive, Falmouth, Maine, dated April 1, 2026 and recorded in the Cumberland County Registry of Deeds in Plan Book 226, Pages 116 and 117 and will be constructed per the Plans and Specifications in **Exhibits B and C**. Prior to the Closing Date, Seller agrees to record in the Cumberland County Registry of Deeds all amendments to the Declaration and all other documents necessary to incorporate the completed Unit into the Condominium and to record the floor plans for the Unit as required by the provisions of the Act.

3. Purchase Price and Payment.

(a) The Purchase Price for the Unit is set forth in the Summary Sheet.

(b) The Reservation Deposit (if any) and Contract Deposit (together, the "Deposit") shall be held by Portside Real Estate Group ("Escrow Agent") in a non-interest-bearing escrow account ("Escrow Account") to be held in escrow pursuant to the provisions of Section 1604-109 of the Act (for the avoidance of doubt, the escrow account shall be non-interest bearing to the parties, however the parties acknowledge that interest may accrue on funds in such account which interest generated is donated to charitable endeavors by Escrow Agent). At Closing, the Deposit shall be delivered to the Seller. Upon default hereunder or upon any termination of this Agreement, Escrow Agent shall pay the Deposit to the person lawfully entitled thereto pursuant to the terms of

this Agreement. In the event of any disagreement between the parties, the Escrow Agent shall retain the Deposit made under this Agreement pending instructions mutually given in writing by the Seller and the Buyer or by court order.

4. Financing Contingency. If the Summary Sheet includes a Financing Contingency, then Buyer is under good faith obligation to actively seek and accept such financing. If Buyer checked "yes, subject to financing" then Buyer shall have fifteen (15) days from the Date of Acceptance by Seller to obtain a prequalification or other satisfactory assurances from a financial institution, and if unable to obtain the same, Buyer may terminate this Agreement by written notice to Seller in which event all deposits paid and all amounts paid for extras and options shall be refunded and the Seller and Buyer shall be released from all liability or obligations hereunder. Unless Buyer so notifies Seller before the end of such fifteen (15) days period, the foregoing contingency shall be conclusively presumed to be satisfied and waived.

5. Settlement Costs; Apportionments.

(a) Buyer shall pay all customary closing costs and expenses, including without limitation, Buyer's share of real estate transfer taxes, fees for recording the deed and mortgage documents, if any, title insurance premiums, if any, and all expenses related to its mortgage loan, if any.

(b) Real estate taxes, current water and sewer rates applicable to the Unit, either prepaid or unpaid, if any, and Association assessments for Common Expenses and Limited Common Expenses shall be apportioned as of the date of Closing. Real estate taxes shall be prorated on the basis of the last ascertainable tax bill and re-prorated when the actual bill is presented even if such re-proration shall occur after the date of Closing hereunder. Seller reserves the right to estimate any such tax for the purpose of performing the prorations for the Closing. The provisions of this Section shall survive Closing and acceptance of the deed.

(c) At Closing, Buyer shall pay the following amounts to the Association:

(i) a pro rata portion of the assessment for Common Expenses and Limited Common Expenses applicable to the Unit for the month in which the Closing occurs; and

(ii) the assessment for Common Expenses and Limited Common Expenses applicable to the Unit for the first month after Closing occurs; and

(iii) a nonrefundable working capital reserve payment in an amount equal to two (2) times the estimated monthly Common Expense and Limited Common Expense assessments for the Unit to be used as working capital and/or a reserve for the operation, maintenance, management, repair and/or replacement of the Common Elements, the Condominium or the Association, as determined by the Executive Board of the Association, and if the Seller has heretofore made such an initial

capital payment with respect to the Unit, the Buyer shall reimburse the Seller for the initial capital payment to the Association which the Association must credit to the account of Buyer as an owner of a Unit.

6. Public Offering Statement. Buyer represents that prior to the execution of this Agreement, Seller delivered to Buyer the Public Offering Statement required under the provisions of this Act and that Buyer has had the opportunity to review such Public Offering Statement. The Public Offering Statement is incorporated herein by reference and made a part of this Agreement with the same force and effect as if set forth in full herein. Buyer hereby represents and warrants to Seller that prior to the execution of this Agreement, Buyer has received and reviewed the Public Offering Statement.

7. Workforce Housing/Affordability Covenants. The Unit is subject to the covenants, conditions, and restrictions, and all other terms, contained in Declaration of Covenants, Conditions and Restrictions by and between the Town of Falmouth and Seller dated November 7, 2025 as the same is affected by a Corrective Declaration of Covenants, Conditions and Restrictions by and between the Town of Falmouth and Seller dated June 16, 2026 (collectively, the "Town Covenants"), which include restrictions on the ownership and use of the Unit, as well as restrictions on income eligibility of Buyer and future purchasers. Buyer acknowledges that pursuant to the Town Covenants Seller is prohibited from selling any of the Units to any purchaser whose household income exceeds 120% of the Area Median Income of the Greater Portland Metro Area in effect at the time of the Closing. Buyer represents and warrants to Seller that Buyer has fully and truthfully filled out the Income Eligibility Worksheet executed and delivered Seller in connection with this Agreement, and the information contained therein is true and accurate, and that Buyer's household income does not exceed 120% of the Area Median Income of the Greater Portland Metro Area. In connection with the Town Covenants, Buyer acknowledges that for a period of five (5) years following the Closing Date, the Unit may only be sold to subsequent purchasers with household income that does not exceed 120% of the Area Median Income of the Greater Portland Metro Area in effect at the time of such subsequent sale of the Unit. Further, if the Town of Falmouth has established a buyer assistance program available to purchasers of the Units, or Buyer receives Buyer funding from a down-payment assistance program established by another entity, the restriction on household income limitation of subsequent purchasers set forth in the preceding sentence will be extended to within ten (10) years of the Closing Date. A copy of the Town Covenants is attached hereto as **Schedule 1**.

8. Condominium Documents.

(a) The Unit and all other aspects of the Condominium are subject to the Act and the Declaration, Bylaws, the Plat and Plans and the rules and regulations of the Association, as the same may be amended from time to time (the "Condominium Documents"). Buyer shall acquire, hold and convey the Unit subject to the Condominium Documents. Buyer hereby acknowledges and agrees to be bound by the provisions of the Condominium Documents as included in the Public

Offering Statement and as may be amended hereafter under the provisions of each document or the Public Offering Statement. Buyer shall pay from time to time all assessments for Common Expenses and Limited Common Expenses, and any special assessments, as applicable, levied or assessed by the Executive Board of the Association pursuant to the Condominium Documents, when due and payable.

(b) Seller reserves the right, prior to Closing hereunder, to make all such modifications, additions, or deletions in or to any of the Public Offering Statement and Condominium Documents as may be approved or required by any lender, public authorities, or the title company insuring title, provided that (i) none of the same shall increase the Purchase Price of the Unit, (ii) increase the obligations of Buyer for common expenses, or (iii) reduce the size of the Unit, and further reserves the right to make other modifications to such documents from time to time with the prior consent of Buyer, which consent shall not unreasonably be withheld.

(c) Notwithstanding anything contained herein to the contrary, Seller reserves the right to amend the Condominium Documents at any time permitted by the Declaration, the Bylaws or the Act for the purpose of exercising any Development Rights reserved by the Seller as Declarant in the Declaration. Buyer hereby agrees to the exercise of such rights by Seller. The provisions of this Section shall survive the Closing and the acceptance of the deed.

(d) Seller reserves the right to at any time change the name of the Condominium.

9. Conveyance of Title. At the Closing, Seller shall execute and deliver to Buyer a Quitclaim with Covenant Deed to the Unit. It shall be a condition of Buyer's obligations hereunder that title to the Unit shall be insurable as good and marketable at regular rates by a responsible title insurance company subject to the following (collectively, "Permitted Exceptions"):

(a) existing covenants, restrictions, agreements, conditions and easements;

(b) the Public Offering Statement and the Condominium Documents, and the matters referenced therein;

(c) the Declaration of Covenants, Conditions and Restrictions by and between the Town of Falmouth and Seller dated November 7, 2025, as affected by a Corrective Declaration of Covenants, Conditions and Restrictions by and between the Town of Falmouth and Seller dated June 16, 2026;

(d) covenants, restrictions, conditions and easements created by Seller and necessary, in Seller's opinion, to the Condominium;

(e) agreements and easements with telephone, gas, water, electric and other public or private utility companies that shall not render title to the Unit unmarketable;

(f) easements with respect to public or private sewers, storm sewers or surface water courses that shall not render title to the Unit unmarketable;

(g) building codes, zoning ordinances, and any other act or ordinance affecting the use of the Unit;

(h) such taxes for the then-current period and condominium common area charges for the then current period as are not due and payable on the date of the delivery of such deed;

(i) any liens for municipal betterments assessed after the date of this Agreement;

(j) other rights, easements and restrictions of record pertaining to the Premises so long as the same do not materially interfere with the intended use of the Premises for residential purposes.

(k) Reserved.

(l) any matter waived or deemed to be waived by Buyer, as provided herein.

10. Title Defects; Delays. If the Seller shall be unable to give title or to make conveyance or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts, (at a cost to Seller not to exceed $5,000.00, exclusive of costs incurred to discharge any mortgages or voluntary liens), to remove any defects in title, deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time of performance hereunder, and the time for performance hereunder shall be extended for a period of up to sixty (60) days. If, at the expiration of the extended time, the Seller shall have failed to so remove any defects in title, deliver possession, or to make the said Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. Agreement Subject to Mortgages. All terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any loan and mortgages heretofore or hereafter made by Seller, or any successor Declarant, to the full extent thereof without the execution of any further legal documents by Buyer; provided, however, that at or prior to the Closing, Seller shall obtain a release of the Unit from the lien of such mortgage. The existence of mortgages encumbering the Property, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title.

12. Construction of the Unit.

(a) The plans and specifications and working drawings for the construction of the Unit to be performed by Seller are described on **Exhibits B and C** attached hereto (the "Plans and

Specifications"). The Buyer acknowledges that there shall be no permitted changes, modification or deviation from the Plans and Specifications.

(b) Seller further reserves the right to make minor changes to the Plans and Specifications that may improve the Unit in the opinion of Seller and minor changes in other units and in the Common Elements but no changes shall be made that affect the physical location or design of the Unit. Seller may substitute other materials, methods or manufactured products as Seller may deem proper, provided, however, that the quality of any such substituted items is equal to or superior to those specified in the Plans and Specifications.

13. Entry. Buyer agrees not to enter upon the Condominium during the term of this Agreement unless mutually agreed to in advance by Buyer and Seller. When such entry is agreed to, Buyer shall be accompanied by Seller or Seller's agent. Further, Buyer will not attempt to store any personal belongings or other property at, on, or in the Unit or the Common Elements prior to the Closing Date. Except for gross negligence or intentional acts of Seller, its general contractor, their subsidiaries, agents and affiliates, Buyer releases and agrees to indemnify Seller, its general contractor, or any of their subsidiaries, affiliates, owners, partners, employees, agents or subcontractors from any loss, liability, expense, suit or cause of action (including reasonable attorneys' and paralegals' fees and other costs) resulting from or incurred by Seller in the defense of any claim arising out of any bodily injury or death or property damage suffered by Buyer, persons accompanying Buyer and persons visiting at the request or direction of the Buyer other than as expressly permitted by this section. The preceding sentence of this Section shall survive the Closing.

14. Inspection of the Unit.

(a) Buyer shall have the right to inspect the Premises prior to the Closing Date (the "Preoccupancy Inspection") subject to the conditions in this Section 14.

(b) Seller shall notify Buyer, orally or in writing, not less than ten (10) days prior to the Closing Date that the Unit is ready for inspection, which notice shall state a date and time of the inspection. If Buyer is unable to attend the scheduled appointment, Buyer is permitted to arrange for a single, alternative appointment provided that Buyer notifies Seller not less than forty-eight (48) hours prior to the scheduled inspection.

(c) Buyer shall be accompanied by Seller or a representative of Seller when Buyer performs the Preoccupancy Inspection.

(d) At the inspection, a Unit Inspection Form, a copy of which is attached hereto as **Exhibit D**, or in such other form that the Buyer and Seller may agree**,** shall be completed and executed by Buyer or the Buyer's representative and by Seller or Seller's representative and shall, upon completion, become incorporated into this Agreement.

(e) Failure of Buyer to perform the Preoccupancy Inspection on the scheduled appointment date without forty-eight (48) hours' prior notice to Seller setting an alternative appointment date and time, or failure of Buyer to inspect at the alternative date and time, or failure of Buyer or Buyer's representative to complete the Preoccupancy Inspection and execute a Unit Inspection Form, shall constitute a waiver of Buyer's right to perform a Preoccupancy Inspection and shall constitute full acceptance of the Unit by Buyer.

(f) Seller or Seller's representative shall designate on the Unit Inspection Form those items that will be completed, repaired and replaced prior to Closing and those items that shall be completed, repaired or replaced within a reasonable time after Closing (the "Punch List Items").

15. Risk of Loss and Insurance.

(a) By execution of this Agreement, Buyer does not acquire any equitable ownership of or title to the Unit. The risk of loss or damage by fire or other casualty is assumed by Seller until the Deed is delivered to Buyer at Closing. Seller shall, until Closing, keep the Unit insured against fire, with extended coverage in an amount equal to the replacement value of the Unit.

(b) In case of loss, Seller shall restore the Unit and any excess insurance proceeds shall be paid to Buyer at the time of delivery of the deed to Buyer provided however that, if the loss exceeds twenty percent (20%) of the Purchase Price then either party may, at its option, rescind this Agreement by providing written notice to the other within fourteen (14) days after the determination of the amount of the loss, in which event the Deposit will be returned to Buyer and this Agreement will be null and void and neither party will have any further recourse, rights or duties hereunder.

(c) At the Closing, Seller shall deliver to Buyer a certificate of the condominium insurance as then in effect. The procuring of any supplemental insurance shall be at the option and sole expense of the Buyer. All such insurance secured by Buyer shall contain provisions waiving the insurer's right to subrogation and contribution.

16. Closing.

(a) The estimated Closing Date will take place within the timeframe set forth on the Summary Sheet be dependent on the Seller's construction schedule. The Seller shall provide Buyer, in writing, with a minimum of a twenty (20)-day, "date-certain" notice as to the impending final Closing Date, and time shall be of the essence with respect to such Closing Date. Seller shall deliver the Deed to Buyer at the office of the Seller, or at such other place as may be agreed to by Seller and Buyer at a time to be designated by Seller (being hereinafter referred to as the "Closing" or the "Closing Date"). The balance of the Purchase Price shall be due at Closing. The Closing Date shall be automatically extended for any period(s) of delay caused by any extraordinary circumstances beyond the control of the Seller including (but not limited to) fires, adverse weather, governmental action, or any other cause beyond Seller's reasonable control. Seller may also extend the Closing Date (in Seller's sole discretion) because of delays attributable to Buyer's delays in

making selections or construction of Options requested by Buyer. If Buyer delays the Closing beyond the Closing Date but the Closing is thereafter completed, Buyer shall pay to Seller, at Seller's option, an additional charge of Two Hundred Dollars ($200.00) for each day of such delay. The preceding sentence (including the payment of the aforementioned additional charge and Seller's acceptance of the same) shall not be deemed a waiver of Seller's right to declare Buyer in default for failure to complete Closing timely.

(b) Notwithstanding the foregoing, Buyer acknowledges that any dates set for commencing and completion of the Unit and such Closing Date are strictly estimates, subject to both the performance of others (for example, contractors, sub-contractors and inspectors), and to factors such as weather conditions, availability of labor and materials, and other factors beyond Seller's control. The Seller shall incur no liability due to delays in completion of the Unit or Closing or delays in conveyance of the title for any reason. Pre-settlement occupancy/possession and expense reimbursements shall not be provided by Seller. Accordingly, Buyer is advised to be flexible in his/her long- and short-range planning and in moving arrangements to allow for the possibility of delays.

(c) At or prior to the Closing Date, Seller shall deliver to Buyer a certificate of occupancy issued by the Town of Falmouth, as required pursuant to Section 1602-101(b) of the Act, and such certificate shall be conclusive evidence of Seller's fulfillment of its obligation to substantially complete such Building prior to the Closing Date. In the event that there are minor items in the Unit or items in or on the Common Elements described in the Declaration not completed on the Closing Date, the same shall not constitute any objection by the Buyer to closing the purchase of the Unit, provided that the same do not materially interfere with Buyer's use of the Unit. Further, there will be no delay of the Closing nor any escrow or holdback of any kind created at the Closing on account of Punch List Items remaining to be completed after substantial completion.

(d) The Seller shall, at the time of the delivery of the deed, deliver an affidavit stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

(e) At Closing, possession of the Unit shall be delivered to Buyer free and clear of all tenants, occupants, and personal property except as mentioned herein. The Unit shall substantially conform to the Public Offering Statement and the Plans and Specifications and the Plats and Plans, as the same may be modified and amended from time to time. Buyer acknowledges that measurements shown on the Plats and Plans are estimates and actual dimensions may not be exactly as shown. Seller shall have the right to make changes in the dimensions of any portion of the Condominium without notice to Buyer whenever Seller shall find it necessary or expedient to do so, to make such modifications or substitutions as may be required by any governmental authorities asserting jurisdiction over the Condominium or by any construction or permanent lender and to make any change or changes in construction that Seller may find necessary in the

course of construction. Seller shall not be required to install or provide any decorating, wall coverings, hardware, equipment, fixtures or appliances not reflected on the Plans and Specifications or actually installed in the Unit at the time of inspection pursuant to subsection (g) below or otherwise agreed in writing to be installed by Seller.

(f) The acceptance of deed by Buyer is an acceptance by Buyer of the Unit in its then-current state and condition and, except as specifically provided under Section 17, below, shall constitute a complete release and discharge of all obligations and liabilities of Seller with respect to the construction, completion and delivery of said Unit. The parties agree that there shall be no holdback or escrow of any part of the Purchase Price due at Closing on account of the obligation by Seller to complete any items after Closing.

(g) Furniture, wall coverings, furnishing or the like, as shown in or about any model Unit, are for display purposes only and are not considered a part of the Unit for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing and electrical outlets and similar items may vary from Unit to Unit and may not be as shown in any model Unit. Any floor plans, sketches or sales drawing shown to Buyer including those that are a part of the Public Offering Statement, are for display or disclosure purposes only and may not be exactly duplicated. Any scale model of the Condominium is only an artist's conception and is subject to change. Since any reductions of copies of the Plats and Plans are part of the Public Offering Statement for purposes of illustration and identification only, they may or may not be exactly duplicated in the Plats and Plans that will be recorded when the Declaration is recorded. Accordingly, any reductions of photocopies of the Plats and Plans included in the Public Offering Statement do not create a warranty that the recorded Plats and Plans showing the Unit and Common Elements will be identical to said reductions of photocopies included in the Public Offering Statement.

17. <u>Warranties; Statute of Limitations.</u>

(a) At Closing, Seller shall provide Buyer with a Limited Warranty Certificate substantially in the form attached hereto as **Exhibit E**. Seller agrees to warrant the Unit as more fully set forth on the Limited Warranty Certificate.

(b) Seller expressly disclaims and excludes, and Buyer expressly waives, all other warranties either express or implied. Seller's liability, whether in tort or in contract, under any warranty, in negligence or otherwise, is limited to the remedy provided in the Limited Warranty Certificate. Under no circumstances will Seller be liable for any special, direct, indirect or consequential damages, including without limitation, any damages based on a claimed diminution in the value of the Unit, except in the case of Seller's fraud or intentional misconduct.

(c) Buyer agrees to execute on or prior to the Closing Date the agreement to reduce the statutory six (6) year limitation to two (2) years in the form attached to the Public Offering Statement as Exhibit H.

(d) Buyer hereby acknowledges that the Association has executed and delivered a Limited Warranty Certificate with respect to the Common Areas and a separate instrument relating thereto reducing the statute of limitation to two (2) years in the forms attached to the Public Offering Statement.

(e) All warranties **exclude**: normal movement of wood, shrinkage, expansion, warping, normal sheetrock and concrete stress cracks, natural characteristics of wood (including floors), paint smudges, chipping, the lawn and driveway; damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property; defects in items installed by Buyer or anyone else except Seller or Seller's subcontractors engaged by Seller; and excludes consequential or incidental damages. Seller is not responsible for Buyer's allergies, asthma, or other respiratory ailments that may be affected by a newly constructed house.

18. Energy Standards. The Maine Uniform Building and Energy Code (maintained by the Department of Public Safety, Office of the State Fire Marshal's Technical Building Codes and Standard's Board pursuant to Chapter 1103 of Title 10 of the Maine Revised Statutes) establishes minimum energy efficiency building standards for new residential construction. Seller represents that the Unit will meet or exceed those standards.

19. Continuation of Construction Work. Seller shall have the right both before and after the delivery of the deed of the Unit to Buyer, to continue construction work on the Project, including, without limitation, other units, buildings, phases, homes, structures, site work, roadways, utilities and common areas and facilities within the Condominium. Buyer acknowledges that such site work and construction work may include, from time to time and without limitation, drilling, blasting, hammering and/or crushing of rock and/or ledge. Buyer may not refuse to close or to accept delivery of the deed because of such construction work or construction which is the result of Buyer's request for changes or modifications to the Premises. Seller shall, in all events, protect and indemnify Buyer from and against costs and expenses related to mechanic's and materialmen's liens on the Premises relating to work done or contracted for by Seller. The provisions of this paragraph shall survive the delivery of the deed.

20. Seller's Reservation of Rights.

(a) Except for Seller's required compliance with the Town Covenants and any Maine State Housing Authority requirements imposed upon Seller as part of Seller's development project, Seller shall have the unrestricted right to change the selling prices for any Unit in the Condominium, other than the Unit that is the subject of this Agreement.

(b) Seller shall have the unrestricted right to modify the landscaping, beautification, provision of recreational amenities, and finish work related to the Common Elements. Any rendering, plan, brochure or other sales material shall not be construed as representation or deemed to be binding on Seller.

21. Brokerage. Buyer represents and warrants that no real estate commission is due to any person except the broker(s) listed in the Summary Sheet, and that Buyer shall indemnify and hold Seller harmless from and against the claims, including attorneys fees, and all other costs and expenses incurred as a result of such claims, arising out or by reason of the assertion by any other person of a claim for a broker's commission in this transaction if the claim is based upon conversations, telephone calls, communications or dealings of any kind with the Buyer. If a Buyer Broker is listed on the summary sheet, the seller agrees to pay the Buyer Agency 1.5% of the purchase price at he time of Closing.

22. Remedies.

(a) In the event of Buyer's default under any of the terms, covenants or conditions of this Agreement, Seller shall have the right to retain the Deposit as liquidated damages for the breach and not as a penalty therefor. The Buyer and Seller acknowledge and agree that (i) it is not feasible to determine accurately the measure of damages that will be caused to Seller by the Buyer's breach because the uniqueness of the Unit and Condominium at their location preclude the utility of comparable figures to determine the extent of damages and (ii) that the amount stated as liquidated damages is agreed to reasonably forecast the amount necessary to compensate Seller for its loss in the light of the circumstances stated in clause (i) and the attendant uncertainties in marketing the Unit to another purchaser.

(b) In the event that Seller defaults under this Agreement and fails to timely cure same, all of the conditions to be met by Buyer having been satisfied, then Buyer's sole remedies at law or in equity will be to either: (a) seek specific performance of the Agreement; (b) rescind this Agreement in writing, in which event the Deposit and any Additional Deposit will be returned to Buyer and neither party will have any further recourse, rights or duties hereunder, or (c) elect to proceed with said sale, as though all of the conditions to be met by Seller had been satisfied by the Seller without any further liability to Seller and without any reduction in the Purchase Price or credit to the Buyer. In no event will the Seller be liable beyond such remedy so elected by the Buyer, or for enhanced or consequential damages. In the event of a law suit among the parties hereunder, arising either prior to or subsequent to Closing, such action being initiated by either Buyer or Seller, the party against whom judgment in such action is made shall reimburse the other party for all reasonable legal fees and expenses.

(c) In the event of a lawsuit among the parties hereunder, arising either prior to or subsequent to Closing, such action being initiated by either Buyer or Seller, the party against whom judgment in such action is made shall reimburse the other party for all reasonable legal fees and expenses.

23. Merger. This Agreement supersedes any and all prior understandings and agreements between the parties, including but not limited to the Reservation Agreement, and constitutes the entire Agreement between them, and no representations, warranties, conditions, or statements, oral or written, not contained herein shall be considered a part hereof.

24. Amendments. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by the party sought to be charged therewith or by its duly authorized agent.

25. Approval of Seller. This Agreement has been obtained by Seller's sales representative or agent who has no authority to bind Seller hereunder. This Agreement shall not be binding upon Seller unless executed by Seller within thirty (30) calendar days from the date hereof; otherwise, the amount paid on account hereof will be returned to the Buyer without interest, and, upon return of said sum to Buyer, Buyer shall return this Agreement and the Public Offering Statement to Seller.

26. Notices. All notices to be given hereunder shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or by national overnight delivery service to the address given above, or at such other address as either party may hereafter designate to the other in writing.

27. Assignment. Buyer shall not sell, assign or transfer Buyer's rights under this Agreement to any person who does not meet the income eligibility requirements imposed by the Town Covenants or Maine State Housing, as applicable, and Buyer shall not otherwise sell, assign or transfer Buyer's rights under this Agreement without the prior written consent of Seller. An attempted assignment without the prior written consent of Seller may, at Seller's sole option, be deemed a default under this Agreement. Seller may assign its rights hereunder, including without limitation, an assignment to a lender.

28. Dispute Resolution. Buyer hereby agrees that any and all disputes with Seller, its general contractor, or any of their subsidiaries, affiliates, owners, partners, employees, agents or subcontractors arising out of this Agreement, the warranty set forth herein, or otherwise arising out of the construction, condition and sale of the Property including, without limitation, disputes concerning breach of contract, express, statutory and/or implied warranties, bodily injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions, and all other torts and statutory causes of action, including any claims under the Maine Unfair Trade Practices and Consumer Protection Law (each, a "Claim") shall be resolved by mandatory and binding arbitration before a single arbitrator selected in accordance with the rules of the American Arbitration Association ("AAA") pursuant to the Real Estate Industry Rules of AAA, or, if AAA is not available, then a successor or equivalent organization selected by Seller. Buyer agrees that Buyer may not initiate any arbitration proceeding for any Claim unless and until Buyer has first given Seller specific written notice of each Claim and provides Seller with a reasonable opportunity to cure any default or alleged default including, but not limited to, repair or replacement of any alleged defect or deficiency in the Property, in accordance with the terms of this Agreement, including the warranty provisions hereof. Buyer and Seller further agree to participate in non-binding mediation before a single mediator of AAA or, if unavailable, an equivalent organization selected by Seller prior to initiating arbitration. Arbitration filing fees, and

the fees of the arbitrator(s), shall be borne by the party initiating arbitration, subject to the Arbitrator awarding filing fees and fees of the arbitrator to the prevailing party. This paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and shall survive Closing.

29. **Miscellaneous.**

(a) This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns, effective as of the Effective Date.

(b) If Buyer is more than one person, then their liability under this Agreement will be joint and several.

(c) The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

(d) This Agreement shall be governed by and construed in accordance with the law of the State of Maine.

(e) Unless expressly stated otherwise herein, acceptance of delivery of the deed at Closing shall constitute Buyer's acknowledgement of full compliance by Seller with the terms of this Agreement.

(f) Unless otherwise specified herein, all time periods stated in this Agreement shall be calculated on a calendar day basis from the day such notice is mailed, forward the specified number of days and if the last day is a Saturday or Sunday or legal holiday in the State of Maine, then the following business day shall be deemed the last day of the specified period.

(g) The headings preceding the text of the Sections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(h) Capitalized terms used herein without definition shall have the meanings ascribed to them in the Condominium Documents or, if not defined therein, the meanings specified in Section 1601-103 of the Act.

(i) The terms hereof shall be merged into and extinguished by delivery of the deed at Closing except for Sections 5(b), 8(c), 13, 14, 20, and 29 which shall survive delivery of the deed and shall not be merged therein.

(j) Buyer shall not cause this Agreement, or any memorandum thereof, to be recorded in any place of public record. If any such recording is made by Buyer or an agent of Buyer, Buyer will be in default of this Agreement, in which event it is voidable by Seller and Seller will be entitled to its remedies herein.

(k) Seller reserves the right to negotiate and accept additional back-up offers for the purchase and sale of the Premises, subject to this Agreement. If Buyer defaults or should this Agreement be terminated for any reason, then, in addition to any remedy provided herein, Seller shall have the right to proceed with the sale of the Premises pursuant to any back-up offers or agreements.

(l) Facsimile or PDF signatures of the parties or their respective counsel shall be deemed originals.

(m) This Agreement may be executed in counterparts.

(n) Buyer acknowledges receipt of the Maine Attorney General Home Construction Warning relating to Home Construction and Repair set forth on **Exhibit F**.

[END OF TERMS AND CONDITIONS – EXHIBITS FOLLOW]

P&S EXHIBIT A

DESCRIPTION OF THE UNIT

Unit ___, in the Scittery Woods Condominium (collectively, the "Units"), a condominium situated on or near Marshall Drive in the Town of Falmouth, County of Cumberland, and State of Maine, established and created, or as may be reserved for future establishment and creation pursuant to development rights and/or special declarant rights under and pursuant to the Declaration of Condominium of Scittery Woods Condominium dated April 2, 2026 and recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 42154, Page 1 (as the same may be amended from time to time, "Declaration") under the Maine Condominium Act of the Maine Revised Statutes, as amended, Title 33, Chapter 31 et seq., said Units being depicted as shown on the Condominium Plat entitled "Condominium Plats – Scittery Woods Condominiums – 2 Marshall Drive, Falmouth Maine" dated April 1, 2026, prepared for Scittery Woods Partners, LLC by BH2M Civil Engineering and recorded in the Cumberland County Registry of Deeds in Plan Book 226, Pages 116 and 117 (the "Plat") and shown on the Plans associated with said Units depicted on "Condominium Plans – Scittery Woods Condominiums – 2 Marshall Drive, Falmouth, Maine" prepared for Scittery Woods Partners, LLC by Port City Architecture, PA dated April 1, 2026 (four (4) sheets) for the Buildings of 1 Marshall Drive and 3 Marshall Drive and Units 1-1, 1-2, 3-1, 3-2, 3-3, and 3-4 recorded in the Cumberland County Registry of Deeds in Plan Book 226, Pages 118 through 121 (the "Plans"), as said plans may be amended for Units to be created in the future. The Units are conveyed together with its allocated interests, and the interest in common and undivided in the common elements and vote in the condominium association appurtenant to said Units, and in the Limited Common Elements appurtenant to each Unit, all as described , created and established in, or as may be created and established in the future in, the Declaration and shown on the Plat, as may be amended of record.

Said Units and their undivided interest in the common elements of the condominium is conveyed subject to:

a. The State of Maine Department of Environmental Protection (the "DEP") Stormwater Management Law Natural Resources Protection Act Freshwater Wetland Alteration Water Quality Certification Findings of Fact and Order Number L-100228-0001 dated August 5, 2025, and recorded in the Registry in Book 41666, Page 51 (the "DEP Order"). All subsequent transfers of any of the Units must specifically include the same restrictions as described in this paragraph (a) unless their removal or modification is approved by the DEP.

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

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

d. That certain Declaration of Covenants, Conditions and Restrictions by and between the Town of Falmouth and Scittery Woods Partners, LLC dated November 7, 2025 and recorded in the Registry in Book 41856, Page 145, as affected by a Corrective Declaration of Covenants, Conditions and Restrictions by and between the Town of Falmouth and Seller dated June 16, 2026 and recorded in the Registry in Book 42331, Page 53.

e. Any and all local, state or federal land use and zoning permits, approvals, orders, laws, ordinances or regulations now in effect or hereafter arising affecting the Scittery Woods Condominium.

P&S EXHIBIT B

PLANS AND SPECIFICATIONS

Windows and doors

- Energy Star 7 vinyl windows with flat casing trim, factory applied, planned.
- Exterior doors panel style to be selected, Thermatru smooth star fiberglass doors.

Siding

- Alside Ascend composite fiberglass Clapboard and Board & Batten siding.

Roofing

- Architectural asphalt shingles on all roofs.

Decks

- Trex select decking, as shown on the plans by Port City Arc.
- Vinyl railings and balusters to meet code requirements.

Plumbing

- Plumbing supply lines (Aqua PEX)
- Drain lines and venting PVC
- Plumbing fixtures to be Moen or equal in chrome, stainless finish.
- One-piece acrylx bath/shower unit
- ProFlo toilets

Sprinkler System

- NFPA type D system design.

Heating / Cooling and hot water

- Multi-head mini split system with electric baseboard in some areas
- Electric tank water system under the first-floor stairs

Electrical

- Outlets throughout per code
- General lighting throughout, LED ceiling cans and surface mount fixtures
- Broan Fan only or fan/light combo unit in baths

Insulation

- Wall, floor, and ceiling Insulation will be a combination of fiberglass, rockwool, cellulose, and Closed-cell spray foam to meet or exceed the current local energy code.

Drywall

- 1/2" gypsum board and three coats of joint compound applied, then sanded to a smooth finish.

Interior Finishes

- Standard paint grade colonial window and door casing
- Solid core primed flat panel shaker-style doors are planned.
- 5.25" primed colonial baseboard
- Wire shelves with clothes rod in bedroom, closets. Pantry, and linen closets will get 4 wire shelves

- Schlage Georgian doorknobs (knob and hinge finish black) or equal

Interior Painting

- Drywall primed and painted with 2 coats of matte or satin finish
- All ceilings are white with Sherwin-Williams flat finish or equal.
- Trim primed and painted white with 2 coats of satin finish.

Cabinets and countertops

- Miseno Premanufactured vanity and top or equal
- Premanufactured cabinetry in kitchens from Hancock Lumber
- Granite countertops in kitchen

Appliances

- Samsung stainless kitchen package with French door refrigerator, dishwasher, recirculation microwave range hood, and 30" smooth top electric range.

Flooring and hardwood stair parts

- LVT wood look flooring throughout, with stone look in the full bathroom.
- Prefinished wood stair treads.

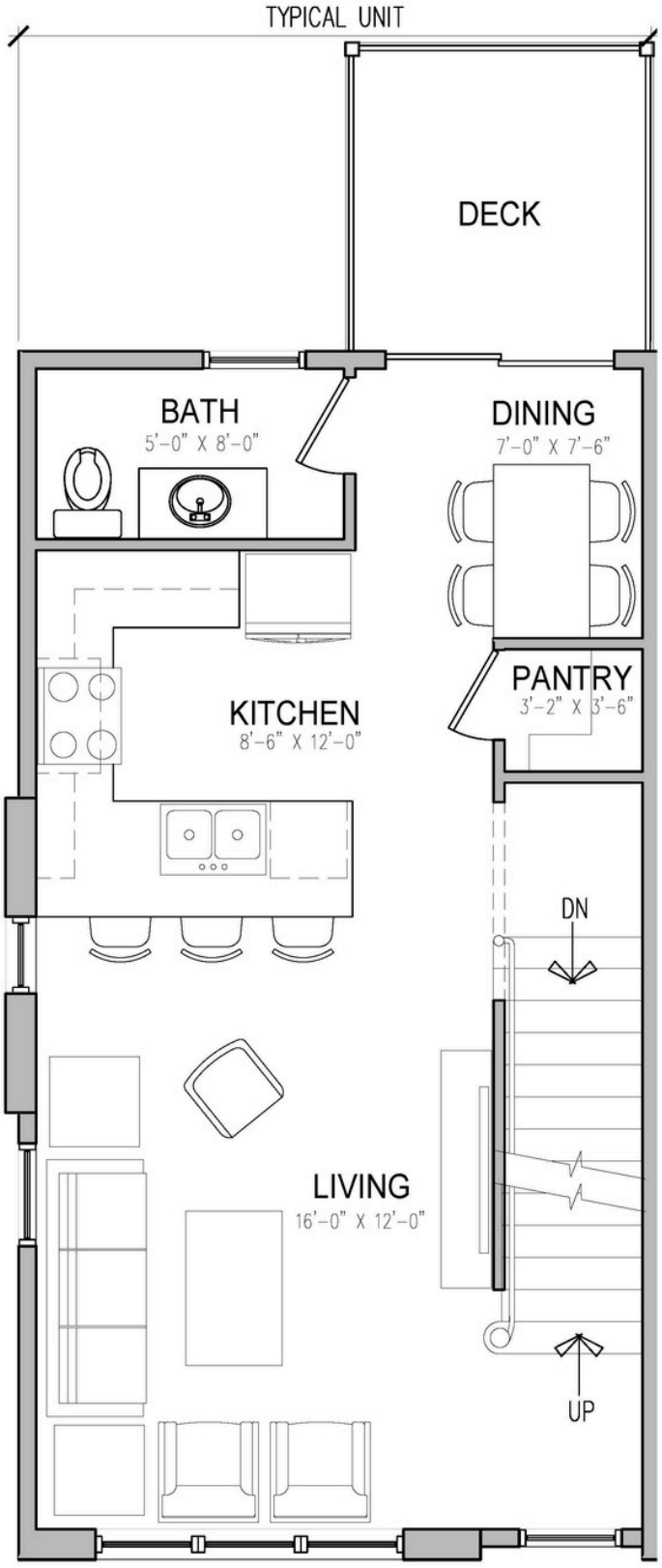
END OF SPECIFICATIONS

P&S EXHIBIT C

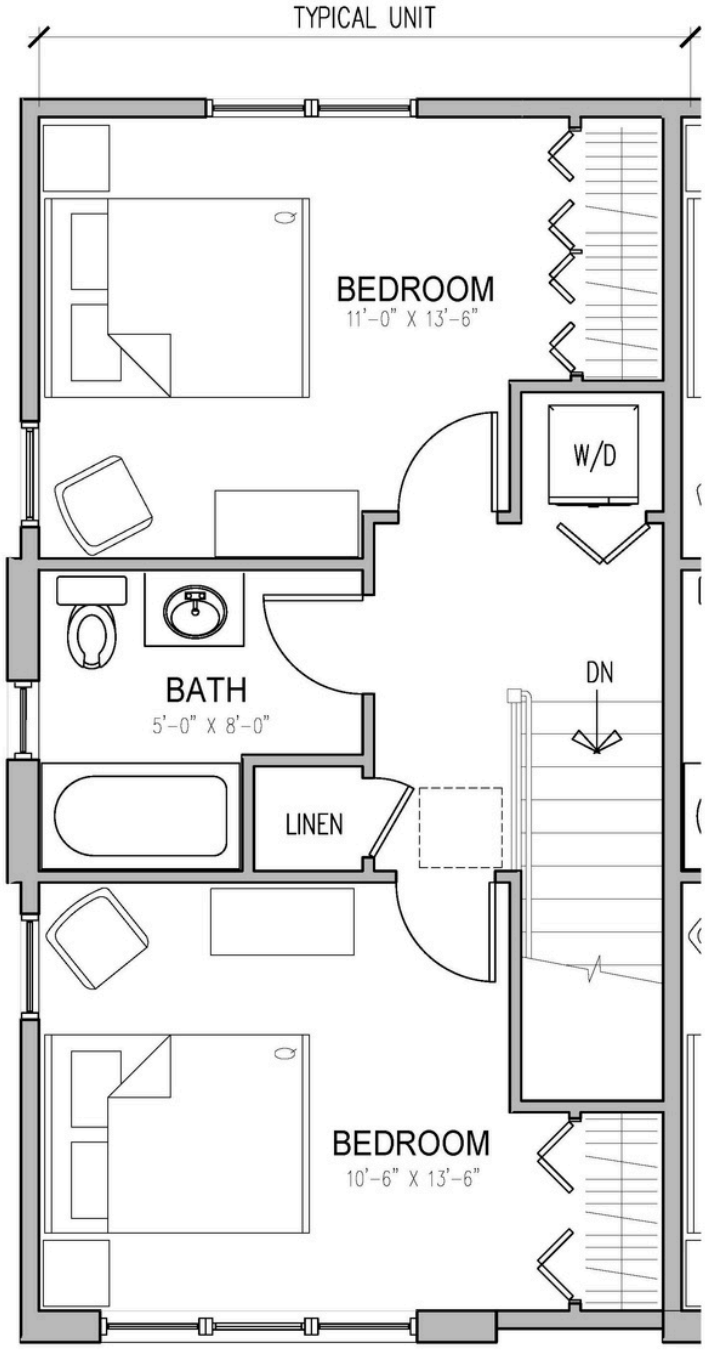
FLOORPLAN AND LAYOUT

(See Attached)

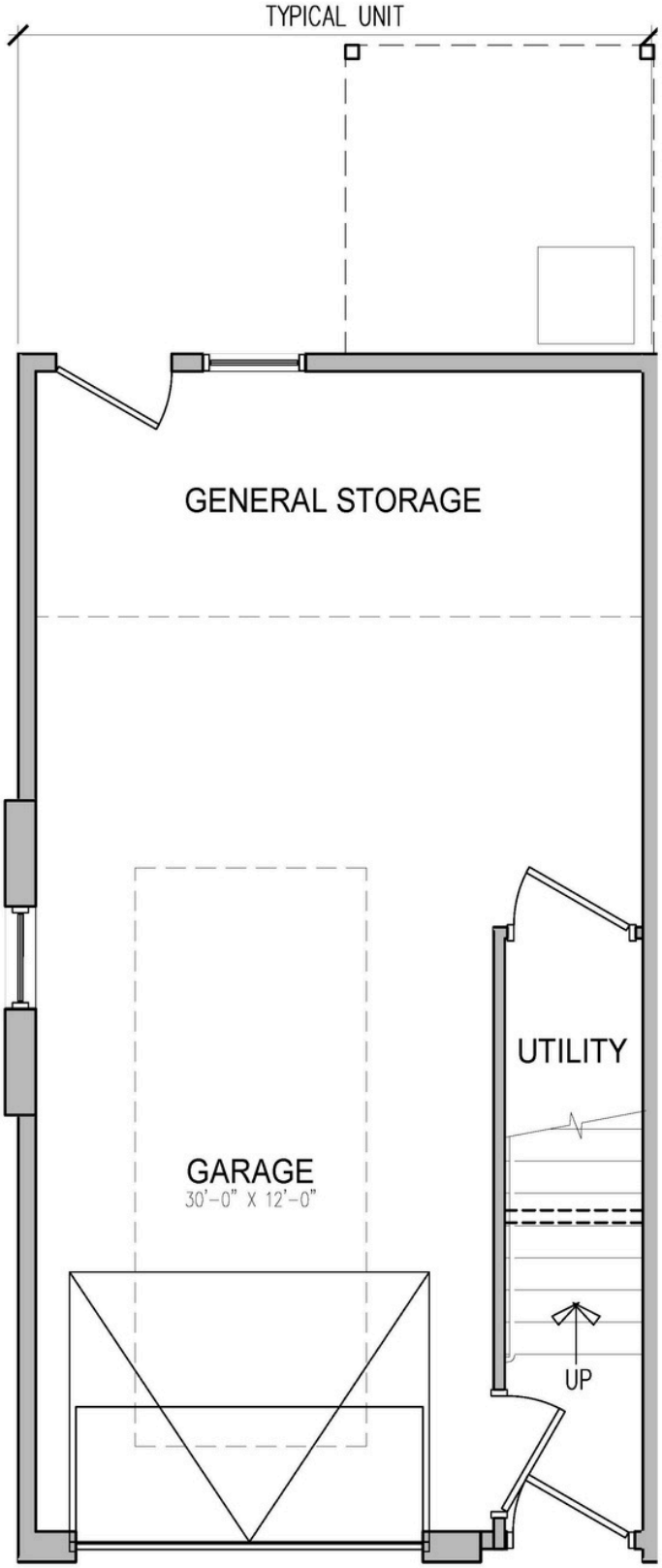
FLOOR PLANS AND LAYOUT
EXHIBIT "C" TO PURCHASE AND SALE AGREEMENT



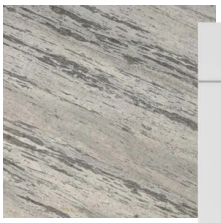
MAIN LEVEL*



UPPER LEVEL*



ENTRY LEVEL*


KITCHEN GRANITE COUNTERTOPS


KITCHEN WHITE SHAKER


KITCHEN FAUCET


"CITY LOFT"
SHERWIN-WILLIAMS
PAINT THROUGHOUT


SAMSUNG APPLIANCES


"MONTEREY OAK"
CORETEC PRO CLASSICS COLLECTION
FLOORING THROUGHOUT


BATH FAUCET


BATH VANITY


BATH SHOWER / TUB FITTING


BATH SHOWER / TUB FIXTURES

MATERIALS

***NOTE:**

TYPICAL END UNIT SHOWN. INTERIOR UNITS DO NOT HAVE SIDE WINDOWS. SOME UNITS MAY BE MIRRORED WITH STAIRS ON OPPOSITE SIDE

P&S EXHIBIT D

UNIT INSPECTION FORM – SCITTERY WOODS CONDOMINIUM

Purchaser(s) _____ Unit Number: ____

Inspection Conducted By: _____. Date: _____

Listed below are all of the defects discovered to date in my (our) Unit:

Date: _____, s/_____, Buyer

Seller agrees to correct in a workmanlike manner the items listed above, except as noted.

SCITTERY WOODS PARTNERS, LLC

By: _____ Date _____
Name:
Title: Manager

I (we) acknowledge that the above items have been completed in a workmanlike manner.

Date: _____,

s/_____, Buyer

P&S EXHIBIT E

LIMITED WARRANTY CERTIFICATE

Limitation of Warranties

Property Address: ___ Marshall Drive, Unit ___, Falmouth, Maine

at SCITTERY WOODS CONDOMINIUM

This Limited Warranty (the "Warranty") is provided by SCITTERY WOODS PARTNERS, LLC, a Maine limited liability company with a mailing address of 65 Newbury Street, Portland, ME 04110 (the "Seller") to _____ (the "Buyer") for ___ Marshall Drive, Unit ___, Falmouth, Maine, part of the Scittery Woods Condominium, (the "Premises" or "Home"). This Limited Warranty is also given to Scittery Woods Condominium Association (the "Association"), but only to the extent of, and with respect to, those components of the Premises for which the maintenance repair and replacement is the responsibility of the Association. This Limited Warranty is extended to the above-named Buyer only and is not transferable to, or enforceable by, any succeeding transferees or purchasers; provided, however, that in the event of the sale or transfer of the Premises by Buyer, this limited warranty shall remain in effect for the benefit of the Association, for the balance of the Term of Coverage, but only to the extent of, and with respect to, those components of the Premises for which the maintenance, repair and replacement is the responsibility of the Association.

Subject to the terms of this Limited Warranty, your Home is warranted for two (2) year against substantial nonconformity, with respect to both materials and workmanship, as relates to a) the structural components of your Home; b) the electrical, plumbing, and HVAC systems in your Home; and c) all other interior and exterior components of your Home. This Limited Warranty is given in lieu of any other warranties expressed or implied, oral or written; is limited in duration; and specifically excludes any liability for consequential or incidental damages.

1. **TERM OF COVERAGE**. The term of the various coverage under this Limited Warranty begins on the date of the conveyance of title to the Buyer (the "Date of Warranty"). Provided that written notice is received by Seller during the term of the Limited Warranty coverage, specifying exactly the defect being reported, and provided that Buyer has complied with all reasonable service policy requirements and/or procedures adopted by Seller, Seller's Limited Warranty will include the following coverage:

2. COVERAGE

A. **Structure:** For a period of two (2) year after the Date of Warranty the internal structural components of your home, which are not covered by other provisions of the Limited Warranty, will be free of substantial defects in materials and workmanship. Such structural components include footings and foundations, beams, girders, lintels, columns, bearing walls and partitions, roof framing systems, and floor framing systems.

B. **Electrical. Plumbing and HVAC Systems**: For period of two (2) year after the Date of Warranty the electrical, plumbing, and HVAC systems of your home will

be free of substantial defects in material and workmanship. Manufacturers' recommendations must be followed, or this section of the Warranty will be void.

i. **Electrical System:** The electrical system, excluding light bulbs, is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. All wiring that is not capable of carrying the designated load to switches, receptacles and equipment; all circuit breakers and panels; and all switches, fixtures, outlets and ground fault circuit interrupters that do not operate as intended are covered by the Limited Warranty.

ii. **Plumbing System**: The plumbing system is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. Leaky valves and faucets; water hammer; interior drain, waste, vent and water pipes not adequately protected to prevent freezing and bursting during normally anticipated cold weather; leaks in any waste, vent or water piping; sanitary sewer lines, fixtures, and waste or drain lines that do not operate or drain properly due to improper construction; and defects in any service connections to the municipal water main or private water supply are covered by the Limited Warranty.

iii. **HVAC System:** The HVAC system is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. Seller warrants your heating system to be capable of heating your home to a temperature of 68-degrees Fahrenheit, as measured in the center of the room, at a height of six (6) feet above the floor, when the outside temperature is 0-degrees Fahrenheit or higher. Seller warrants your air conditioning system to be capable of maintaining a temperature of 75-degrees Fahrenheit, as measured in the center of the room, at a height of five (5) feet above the floor, under local outdoor summer design conditions. When the outside temperature exceeds 95-degrees Fahrenheit, the system shall maintain the inside temperature 15 degrees cooler than the outside temperature. Seller also warrants that all ductwork in unheated spaces, exclusive of the basement, shall be insulated; ductwork shall be intact and securely fastened; and refrigerant lines shall not leak.

C. **Other Components of Your Home:**

i. **Concrete Floors:** Seller shall repair all cracks in interior concrete slabs that exceed ¼” in width or 3/16" in vertical displacement, which occur within two (2) year after the Date of Warranty, by filling, chipping out and surface patching, or other suitable method. Efflorescence on basement floors is considered a normal condition and does not require any action by Seller.

ii. **Roofing, Gutters and Downspouts:** For two (2) year after the date of

Warranty, Seller warrants the roofing and flashing to be free of leaks that occur under normal weather conditions and warrants that shingles shall not blow off under wind velocities less than the manufacturer's standards or specifications. It shall be the responsibility of the Association to ensure that gutters and downspouts are free of leaves and debris and that roof areas are free of excessive accumulations of snow and ice, both of which conditions are beyond Seller's control and may cause leaks that are not warranted against by seller. Similarly, Seller shall not be responsible for leaks caused by ice dams that are not the result of improper installation of attic insulation. Clogged gutters and downspouts can create ice dams and can otherwise create leaks that are not warranted against by Seller. It shall be the responsibility of the Association to inspect the gutters. For two (2) year after the date of Warranty, Seller warrants gutters and downspouts against leaking and looseness, but only insofar as they are kept free of leaves and other debris by others.

iii. **Siding.** For two (2) year after the Date of Warranty, Seller warrants the siding and trim to be installed properly and to not leak, bow, buckle, warp or split.

iv. **Insulation:** Seller warrants that insulation shall be installed around all habitable areas in thicknesses, R-value, and in a manner required by The Maine State Building Code.

v. **Floor Sheathing and Joists:** For two (2) year after the Date of Warranty, Seller will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible, within reasonable repair capability, and without removing the floor and ceiling finishes. A totally squeak-proof floor cannot be guaranteed.

vi. **Wall and Ceiling Framing:** For two (2) year after the Date of Warranty, Seller will repair any interior or exterior frame wall or ceiling that is bowed more than 3/8" within any 32-inch horizontal measurement; or more than 1/2" within any 8-foot vertical measurement.

vii. **Windows:** For two (2) year after the Date of Warranty, Seller will repair or replace any windows or window sashes that become inoperable, or that lose their seal between the double panes, so long as the problem requiring repair or replacement was not caused by Buyer's misuse or damage or damage caused by others.

viii. **Interior and Exterior Doors:** For two (2) year after the Date of Warranty, Seller will repair or replace any interior or exterior doors that do not properly close and fit that do not open and close freely without binding against the doorframe; where the lock bolt does not properly operate; or where the door drags on the floor surface.

ix. **Drywall:** For two (2) year after the Date of Warranty, Seller will repair

cracks that can be seen from a distance of 6 feet away from the wall under normal daylight, cracked or exposed comer bead, trowel marks, excess joint compound, or blisters in drywall tape. Painting will be touched up to match as closely as possible, provided that the original paint is a standard in the project and has not been repainted with some other color. Hairline cracks are not unusual, and the repair of cracks not exceeding 1/16-inch in width is not required under the applicable Construction Performance Guidelines;

x. **Porcelain or Ceramic Tile, Marble, or Stone:** For two (2) year after the Date of Warranty, Seller will replace any cracked tiles, marble, or stone as well as re-secure any loose tiles, marble or stone. Seller shall also repair grouting one time only within the first year of the Limited Warranty coverage. Hairline cracks in grout are normal and will not be repaired by Seller. It shall be Buyer's responsibility to seal and maintain sealing of the grout to prevent staining.

xi. **Carpeting:** For two (2) year after the Date of Warranty, Seller will repair or replace any defective carpeting, such as carpeting that does not meet at the seams, that stretches and loosens, or that separates from the point of attachment.

xii. **Hardwood Flooring:** For two (2) year after the Date of Warranty, Seller will repair or replace any defective hardwood flooring. Hardwood floors that swell or buckle will be replaced. Shrinkage and separation of floor boards is normal, and cracks will be repaired by filling and refinishing to match the wood surface as closely as possible. While the repair of cracks not exceeding 1/8-inch in width is not required under the applicable Construction Performance Guidelines, Seller agrees to repair such cracks once, and recommends that such cracks all be addressed at the end of the one-year Limited Warranty coverage.

xiii. **Counter Tops:** For two (2) year after the Date of Warranty, Seller shall replace any granite counter tops that crack within the Limited Warranty coverage term, so long as such crack was not caused by Buyer's abuse. Separation of the countertop from the wall caused by shrinkage or settlement shall be caulked by Seller once, and it is recommended that such caulking be addressed at the end of the one-year Limited Warranty coverage.

xiv. **Interior Trim:** For two (2) year after the Date of Warranty, provided that the original paint is a standard in the project and has not been repainted with some other color. Seller will repair or replace any defective molding and wainscoting that has split, cupped, warped, etc., or that has joints that are excessive in width. In most instances, caulking will be the acceptable remedy for shrinkage and the corresponding opening of joints, or the spaces between the molding and the wall. As Seller will caulk and touch-up paint once, it is recommended that such caulking and touch-up painting be addressed at the end of the one-year Limited Warranty coverage term.

xv. **Painting:** For two (2) year after the Date of Warranty, Seller will repaint any surfaces where the initial paint flashes or where excessive knot & wood oils bleed through the finish paint surface. Additionally, Seller will touch up the paint whenever repairs are made to drywall and interior trim. As Seller will caulk and touch-up paint once, it is recommended that such caulking and touch-up painting be addressed at the end of the one-year Limited Warranty coverage term.

xvi. **Fireplace and Chimney:** For two (2) year after the Date of Warranty, Seller will repair or replace any defective fireplace, fireplace surround, fireplace mantle, or fireplace chimney. Occasionally, high winds can cause temporary negative drafts. Negative drafts (also referred to as "down drafts") can also be caused by trees, steep hillsides, adjoining homes, or even the operation of your furnace Seller shall take the necessary steps to correct any down-draft problem caused by the improper construction of the fireplace. Seller shall replace or repair any loose or broken cultured stone on the exterior of the chimney and grout or caulk any excessive joints.

3. **MANUFACTURERS' WARRANTIES.** The Seller assigns and transfers to Buyer any and all manufacturers' warranties, including, but not limited to, those warranties appertaining to all appliances, water heaters, plumbing piping, HVAC equipment, cabinets, roofing, windows, siding, decking, railing, etc. At the closing, Seller will provide Buyer, and/or the Association, with all documentation and warranty cards related to such manufacturers' warranties. Such warranties may include a specific procedure that must be followed to make the warranty effective, which may require notification or registration by you to the manufacturer, or may require that you mail the warranty card to the manufacturer. It shall be Buyer's responsibility to mail any such warranty cards or do whatever else is required by the manufacturer to register the appliances, equipment, or other items in accordance with any manufacturer's requirements. Any failure, on the part of Buyer, to follow such procedures shall not give rise to any expressed or implied warranty from Seller with respect to such appliances, equipment and other items otherwise covered by the manufacturers' warranties. It shall also be Buyer's responsibility to maintain, operate, and service any such appliances, equipment, and other items, covered by the manufacturers' warranties assigned to Buyer by Seller, as required by any such warranties.

   Note: The Seller does not warrant the installation of any appliance; however, Seller will act as intermediary to assist Buyer in the resolution of any warranty issues exclusively related to the microwave, stove and/or oven and dishwasher that were installed by Seller or its subcontractors prior to conveyance.

4. **EXCLUSIONS FROM COVERAGE**. In accordance with 33 M.R.S.A.§1604-114, Buyer acknowledges that the following items, whether located within the Unit or on the Common Elements, are excluded from the Limited Warranty, which exclusion entered into and became a part of the basis of the parties' agreement:

   A. Defects in appliances or equipment that are covered by manufacturers' warranties. As these warranties have been assigned directly to you, each manufacturer's claim procedure must be followed where a covered defect appears in any of those items.

Seller will assist Buyer in the corresponding claims procedure to the reasonable extent possible;

B. Pre-existing defects in items supplied by you or defects in items installed by you or anyone else other than Seller's own subcontractors. Seller shall not be responsible for work performed by Seller's subcontractors, when such work was commissioned and paid for directly by you to such subcontractors;

C. Work done by Buyer or anyone other than Seller or Seller's subcontractors acting at Seller's direction;

D. Seller has the right to void all future warranties if work done in Unit by Buyer's subcontractor has connection to the original work done by Seller.

E. All Landscaping trees and shrubs after one season of growing. Growing season is any one summer, spring or fall.

F. Loss or damage resulting from abnormal loading on floors by the Buyer that exceeds design loads mandated by the Maine Building Code;

G. Damage from plumbing and fittings that burst or otherwise leak as the result of the Buyer's failure to adequately heat the home;

H. Outside hose bibs and associated piping that burst from freezing;

I. Any damage from leaks that result from your negligence or your failure to take remedial action in a timely manner;

J. Damage due to ordinary wear and tear, abusive use, misuse or lack of proper maintenance of your home or its component parts or systems;

K. Consequential or incidental damages and any loss or damage that Buyer has not taken timely action to minimize;

L. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair

M. Replacement of any personal items for any reason

N. Any claims not filed by Buyer in a timely manner and in accordance with the Warranty Service Procedures set forth by Seller;

O. Loss or damage resulting from acts of God or force majeure;

P. Insect damage that occurs after you take title to your home;

Q. Mildew or fungus that appears after you take title to your home except when caused by otherwise defective or negligent workmanship by the builder;

R. Damage caused by excess moisture that has not been removed by the installation of a dehumidifier. Dehumidifiers are to be supplied and installed by the Buyer.

S. Insignificant defects that are the result of characteristics common to materials used, such as, but not limited to, minor shrinkage, warping and deflection of

wood; hairline cracks, nail pops and dimples in drywall; fading, chalking and checking of paint; shrinkage cracks in concrete, masonry cement and tile grout; and color variations in concrete, carpet, granite counter tops, ceramic tile, and hardwood flooring;

T. Conditions resulting from condensation on, or normal expansion or contraction of materials;

U. Infiltration of wind-driven rain or snow into roof vents, soffit vents, windows, exterior doors and under garage doors;

V. Roof or window leaks caused by ice dams, ice or snow build-up, or high winds or wind driven rain or snow;

W. Minor squeaks in floors;

X. Minor nail holes in exterior trim and in unfinished rooms or closets;

Y. Wood doors that stick during occasional periods of high humidity;

Z. Condensation collecting on window frame and glass surfaces when temperature differences are present;

AA. Shrinkage cracks in concrete;

BB. Deterioration, spalling, scaling, or pitting in concrete caused by salt, chemicals, mechanical implements or other factors beyond Seller's control;

CC. Minor splits, cracks, checking, surface defects or color/texture irregularities in natural building materials such as wood, stone and concrete.

DD. Occasional or temporary down drafts in the fireplace chimney not caused by improper installation of the fireplace or chimney, or malfunctions due to natural causes beyond Builder's control;

EE. Glass breakage;

FF. Basement bulkheads;

GG. Noises in plumbing system due to water flow and pipe expansion in any part of the Unit;

HH. Clogging of A/C condensate lines;

II. Minor noises caused by the expansion and contraction of HVAC ductwork;

JJ. Condensation on piping;

KK. Finishes on light fixtures;

In addition, the following defects will be corrected by Seller ONLY IF: 1) they represent substantial non-conformity with the applicable construction standards and 2) they are noted in writing on the Pre-Closing Punch-List Form:

A. Defects in the appearance of interior and exterior finished surfaces on appliances, plumbing fixtures, counter tops, cabinets, window flames and glass, mirrors, flooring, walls, woodwork, etc.;

B. Scratches and chips in porcelain tile, ceramic tile, glass, kitchen and vanity counter tops, and plastic surfaces;

C. Scratches, rubs, and dents in metal painted and unpainted surfaces;

D. Tears, gouges, cuts and dents in vinyl surfaces;

E. Stains and irregularities in carpet and all other surfaces;

F. Scratches, chips, dents, splits, mars, rubs, and abrasions in woodwork, hardwood floors, built-ins and cabinet surfaces;

G. Scratches, dents, gouges, rubs, mars and other irregularities in decorative columns or in drywall surfaces;

H. Tears, runs, or other irregularities in window screens;

I. Scratched or broken glass or mirrors;

J. Loose screws, nuts or bolts; and

K. Missing items

The Fourth Edition of the Residential Construction Performance Guidelines, published by the National Association of Home Builders, as well as with the Sixth Edition of The Maine State Building Code is to be used as the guidelines for coverage under this Limited Warranty. The structural defect warranty coverage is the same as that contained in regulations of the Department of Housing and Urban Development in effect on the Date of Warranty.

5. **IMPLIED WARRANTIES.** All implied warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose and habitability, with respect to the Premises, are limited to the warranty periods set forth above in the "Coverage" section and are further limited in Section 12 below.

6. **NO OTHER WARRANTIES.** This Limited Warranty is the only warranty Seller will provide. Seller makes no warranties other than those described above. Seller's obligations under this Limited Warranty are limited to making the necessary repairs in a workmanlike manner.

7. **WARRANTY CLAIM PROCEDURE.** If you become aware of a defect as to either material or workmanship, which you believe is covered under this Limited Warranty, you should promptly notify Seller, in writing, by submitting a completed request to the warranty email address provided to you in your Notice of Conveyance. In completing this warranty claim, you should briefly describe the defect and advise Seller as to which days or times you would typically be available at home, so that Seller can schedule a service call appropriately. In the event of a problem of an emergency nature (for example, if a pipe bursts, or if you have no heat) you should telephone Seller immediately. Only service

requests of an emergency nature will be accepted over the telephone. Seller shall not be required to respond to any warranty service requests that are inconsistent with the above claim's procedure.

8. **SERVICE PROCEDURE.** Upon receipt of a Service Warranty Request, Seller shall promptly notify you as to whether such defect is covered by this Limited Warranty, and, if the defect is so covered, Seller shall repair or replace the defective item component at no cost to you. Seller may decide, in its sole discretion, whether any minor or cosmetic defects discovered subsequent to closing and prior to the six-week post-occupancy walkthroughs should be addressed immediately or during the six-week post occupancy punch-list procedure. At Seller's discretion, any repairs or replacements will be accomplished either by Seller's general contractor, MGM Builders, Inc. ("Builder") and Builder's subcontractors, and Seller, Builder, or its subcontractors, in their discretion, shall decide whether to repair or replace the defective item or component, in order to bring it into compliance with the applicable warranty performance guidelines.

9. **BUYER'S COOPERATION.** Buyer must cooperate with Seller, Builder, or Builder's subcontractors by being available during normal working hours, Monday through Friday, 7:00 a.m. through 4:00 p.m., to provide access to workmen. Additionally, Buyer, or Buyer's responsible representative, must be present in the home during the repair or replacement work to approve the repair or replacement, in writing, once completed. Buyer's continued failure to provide such cooperation shall absolve Seller of any further obligation to make the requested repair or replacement.

10. **SEVERABILITY.** In the event that any of the provisions of this Limited Warranty shall be held to be invalid, the remainder of the provisions of this Limited Warranty shall remain in full force and effect.

11. **GENERAL EXCLUSIONS**:

    A. This warranty does not cover cracks, popping nails or other effects of normal settlement, fading or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors, concrete or any of the components of the building or paved areas, or drainage, seepage or other water problems, as long as such defect will not prevent the normal residential use of the Unit.

    B. The Seller's warranties do not include cosmetic defects, scratches, stains, or smudges in painted surfaces, chipping and/or cracking of marble, formica, fiberglass or tiles, defective or broken glass, or similar defects readily visible to the human eye which are not noted for correction at the time of inspection by the initial purchaser before closing of the sale.

    C. The Seller's warranties do not cover normal maintenance, or conditions resulting from accidents, wear and tear, misuse or negligence. The Seller's warranties do not apply where use or maintenance was contrary to the Condominium Declaration, Bylaws or and Rules and Regulations of the Condominium or where any defect results from damage by the unit owner or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

D. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE BUILDING, OTHER COMPONENTS OR ANY OTHER REAL PROPERTY RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. **TIME LIMITS**:

FOR ANY CONSUMER PRODUCTS FINALLY DETERMINED BY A COURT TO BE WITHIN THE STATUTORY WARRANTY DESCRIBED ABOVE, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO TWO (2) YEARS FROM THE DATE OF CLOSING, WHICH IS THE PERIOD OF THIS WRITTEN WARRANTY. THIS INCLUDES, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF QUALITY AND SUITABILITY FOR BUILDING COMPONENTS CREATED BY THE MAINE CONDOMINIUM ACT. SOME STATES DO NOT ALLOW THE LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

A JUDICIAL PROCEEDING FOR BREACH OF THE LIMITED WARRANTY FOR BUILDING COMPONENTS OR BREACH OF ANY OTHER DUTY OF CARE WITH REGARD TO THE BUILDING COMPONENTS MUST BE COMMENCED NO LATER THAN 2 YEARS FROM THE DATE OF THE DELIVERY OF THE DEED.

13. **ASSIGNMENT**: This Limited Warranty Certificate may be assigned by the Buyer to a subsequent owner of the Unit effective on the date that the subsequent owner notifies Seller in writing of such assignment. This Limited Warranty Certificate is not otherwise transferable. Such assignment does not extend the 2 year limitation period.

14. **INTERPRETATION**: Except as expressly provided, nothing contained herein shall limit the implied warranty required by Section 1604-113(b) of the Maine Condominium Act as of this date and that the statute of limitations is reduced to two (2) years as permitted by the statute. No action taken to correct defects shall extend this warranty. This warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state. This Limited Warranty Certificate shall be governed by Maine law.

[Space Intentionally Left Blank – Signature Page Follows]

Dated _____

Address: ___ Marshall Drive, Unit ___,
Falmouth, ME

SELLER:

SCITTERY WOODS PARTNERS, LLC

By: _____

Name:

Title: Manager

BUYER(S):

s/_____

Buyer

s/_____

Buyer

Note: This Limited Warranty Certificate has been prepared to comply with the requirements of the federal Magnuson-Mass Warranty-Federal Trade Commission Improvement Act enacted in 1975 (15 U.S.C. Section 2301). Certain language is required by regulations promulgated by the Federal Trade Commission (16 C.F.R. Section 701.3). The Maine Uniform Commercial Code at Title 11 M.R.S.A Section 2-316(5) does not allow limitations on implied warranties or merchantability or fitness for a particular purpose or limitation on remedies for breach with respect to consumer goods and services.

P&S EXHIBIT F

Maine Attorney General Home Construction Warning
https://www.maine.gov/ag/consumer/housing/for_contractors.shtml

Last revised 10/13/06

Contractors Must Include This Statement With Any Home Construction Contract for More Than $3,000

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

Contractors Are Not Licensed - Buyer Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to *you*, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Buyer Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year.

We *strongly* recommend that you ask any contractor you are considering hiring for several references and that you follow up on them. It is also a good idea to check with your local building supply companies or real estate brokers. They will know the dependable contractors in your area.

Although home construction contractors are not licensed, some building trades are licensed. Plumbers, electricians, oil burner technicians, and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to www.maine.gov/pfr/.

Building Codes

While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town's code officials before you begin construction.

Written Contracts Are Required

For all home construction and home improvement projects over $3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. A model home construction contract that meets State law can be found in Chapter 18 of the *Maine Attorney General's Consumer Law Guide*.

Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

Home Contractor Complaints Received by the Attorney General

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General's Consumer Protection Division at 1-800-436-2131 or at consumer.mediation@maine.gov. The Better Business Bureau may also have relevant information on companies. Go to www.bosbbb.org or call (207) 878-2715.

Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs:

- State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais),
- Default Judgment in CBS Enterprises,
- State of Maine v. Frederic Weinschenk d/b/a Ric Weinschenk Builders, Inc.,
- State of Maine v. Stephen Lunt d/b/a Lakeview Builders, Inc.,
- State of Maine v. Bob Burns d/b/a Better Homes,
- State of Maine v. Albert H. Giandrea d/b/a AG's Home Quality Improvements, Inc.,
- State of Maine v. Al Verdone,
- State of Maine v. Mikal W. Tuttle, d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.

The Androscoggin County District Attorney has obtained a theft conviction against home contractor Harold Soper. State of Maine v. Harold Soper. Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

Your Home Construction Rights

Chapter 17 of the *Maine Attorney General's Consumer Law Guide* explains your rights when constructing or repairing your home. Chapter 18 of the *Consumer Law Guide* is a model home construction contract that meets the statutory requirements for any home construction contract over $3,000.

As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than $3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go to http://www.maine.gov/ag/.

SCHEDULE 1

TOWN COVENANTS

[See Attached]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is entered into by and between the **TOWN OF FALMOUTH**, a Maine municipal corporation with a mailing address of 271 Falmouth, Maine 04105 (the "Town"), and **SCITTERY WOODS PARTNERS, LLC**, a Maine limited liability company with a mailing address of 65 Newbury Street, Portland, Maine 04101 (the "Developer," and together with the Town, the "Parties").

RECITALS

WHEREAS, the Developer is the owner of certain real estate and improvements located in the Town of Falmouth, Maine, being more particularly described in a Release Deed dated of even or recent date herewith and recorded prior hereto in the Cumberland County Registry of Deeds (the "Property"); and

WHEREAS, the Town of Falmouth Planning Board, on September 2, 2025, gave final site plan and subdivision approved (the "Approvals") for the development of the Property as a forty-eight (48) unit (each a "Unit," and collectively the "Units") residential workforce housing project (the "Project"); and

WHEREAS, the Property, the Project, and the Units are more particularly shown on the Subdivision Plan titled "Proposed Workforce Housing Development, 2 Marshall Drive, Falmouth, Maine," prepared by Canavan Civil Consultants, dated February 4, 2025, and recorded prior hereto in the Cumberland County Registry of Deeds (the "Subdivision Plan"); and

WHEREAS, pursuant to the Approvals, Declarant has agreed to impose certain covenants and restrictions, including affordability, on the Project, and has agreed that such covenants and agreements may be enforced by the Town;

NOW THEREFORE, in consideration of the foregoing and the covenants set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** All of the foregoing Recitals are hereby incorporated as agreements of the Parties.

2. **Affordability.** The Developer hereby covenants and agrees with the Town as follows:

   a. The initial gross sale price of each Unit will not exceed Four Hundred Twenty-five Thousand and 00/100 Dollars ($425,000.00), inclusive of down payment.

   b. The initial purchaser (or purchasers) of a Unit will have a household income that does not exceed 120% of the Area Median Income of the Greater Portland Metro Area as determined at the time of sale of the Unit.

c. For a period of five (5) years following the sale of a Unit to the initial purchaser (or purchasers), each subsequent purchaser (or purchasers) will have a household income that does not exceed 120% of the Area Median Income of the Greater Portland Metro Area as determined at the time of the sale of the Unit.

d. In the event the Town establishes a buyer assistance program available to purchasers of Units, or purchasers of Units receive down-payment assistance through a program established by another entity, then Units will be sold to purchasers with a household income not to exceed 120% of the Area Median Income of the Greater Portland Metro Area as determined at the time of the sale of the Unit for a period of ten (10) years following the first sale of such Units to the initial purchaser (or purchasers).

e. In the event the Developer receives financing through Maine State Housing Authority's ("MaineHousing") Affordable Homeownership Program, the Town acknowledges that twenty (20) Units (the "MSHA Units") will be subject to a separate set of requirements to be codified in a Mortgage and Security Agreement (the "Mortgage) by and between Developer and MaineHousing. These requirements include, the requirement that the sale prices for the initial sales of the MSHA Units cannot exceed $378,000, the MSHA Units must be sold to homebuyers whose household income does not exceed $137,760, and each initial purchaser must execute a Declaration of Covenants and Restrictions agreeing to further affordability restrictions for a period of fifteen (15) years (the "Maine Housing Affordability Covenants"). Upon the sale and recording of the Maine Housing Affordability Covenants for each MSHA Unit, the Town and Developer agree to execute and record a mutually agreeable amendment to this Declaration, releasing the MSHA Units that are subject to the Maine Housing Affordability Covenants from the covenants set forth in subsection (b), (c) and (d) of this Section 2. Notwithstanding any such release of the MSHA Units from the covenants set forth in subsection (b), (c) and (d) of this Section 2, such MSHA Units shall remain subject to the further restrictions on ownership and use as set forth in Section 3 below, provided that the periods of affordability for such MSHA Units shall be measured by the affordability periods set forth in the Maine Housing Affordability Covenants.

3. **Further Restrictions on Ownership and Use**. The Developer hereby further covenants and agrees with the Town as follows:

a. Units will be sold only to individuals or trusts for the benefit of individuals, who will occupy the applicable Unit as their primary dwelling or residence.

b. Units may not be owned by corporate entities of any kind (e.g., corporations, limited liability companies, general or limited partnerships, etc.), except as limitedly permitted in the following sentence. Notwithstanding the foregoing, this Section 3(b) shall not prohibit any individual or trust identified in Section 3(a) above from conveying their Unit to a corporation that is solely-owned or closely held by them for purposes of estate planning or liability protection, after the

periods of affordability as set forth in Section 2 above have expired.

c. The use of Units as rental housing is prohibited during the periods of affordability as set forth in Section 2 above.

d. The use of Units as "Short-term Rental" (as such term is defined in the Town's Short Term Rental Ordinance, adopted July 26, 2021, as amended) housing is prohibited in perpetuity.

4. **Enforcement**. The Town will have the right, but not the obligation, to enforce any and all of the covenants and restrictions set forth herein.

5. **Binding Effect**. The restrictions set forth herein shall be binding on any present or future owner of the Property. If the Property is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions.

6. **Amendment**. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Property, and by the Town.

7. **Effective Provisions of Declaration**. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a covenant running with the land as a burden and upon the title to the Property and Project. The Developer agrees to this Declaration in all deeds (including mortgages) conveying any right, title or interest in the Property.

8. **Severability**. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity of enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

9. **Governing Law**. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Town of Falmouth has caused this instrument to be signed and seal on this 7th day of November, 2025.

TOWN OF FALMOUTH

By: _____
Name: Nathan Poore
Its: Town Manager

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

Then personally appeared before me the above named Nathan Poore, Town Manager of the Town of Falmouth, and acknowledged the foregoing instrument to be ~~her~~/his free act and deed in ~~her~~/his said capacity and the free act and deed of the Town of Falmouth.

_____ Me Bar No: 9760
~~Notary Public~~ Maine Attorney at Law
Print Name: Nicholas T. Marrill
Commission expires:

DOC :46597 BK:41856 PG:149
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
11/07/2025, 02:31:51P
Register of Deeds Jessica M. Spaulding E-RECORDED

IN WITNESS WHEREOF, Scittery Woods Partners, LLC has caused this instrument to be signed and seal on this 7th day of November, 2025.

SCITTERY WOODS PARTNERS, LLC,
a Maine limited liability company

By: _____
Name: John Finegan
Its: Manager, duly authorized

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

Then personally appeared before me the above named John Finegan in his capacity as Manager of Scittery Woods Partners, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Scittery Woods Partners, LLC.

_____
~~Notary Public~~ | Maine Attorney at Law (Bar No.: 9760
Print Name: Nicholas F. Mundy
Commission expires:

CORRECTIVE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This CORRECTIVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is entered into by and between the **TOWN OF FALMOUTH**, a Maine municipal corporation with a mailing address of 271 Falmouth, Maine 04105(the "Town"), and **SCITTERY WOODS PARTNERS, LLC**, a Maine limited liability company with a mailing address of 65 Newbury Street, Portland, Maine 04101 (the "Developer," and together with the Town, the "Parties"). **The purpose of this corrective document is to correct the inadvertent omission of household size related to the provisions of Section 2, subsections b, c, and d.**

RECITALS

WHEREAS, the Developer is the owner of certain real estate and improvements located in the Town of Falmouth, Maine, being more particularly described in a deed dated November 7, 2025 and recorded in the Cumberland County Registry of Deeds in Book 41856, Page 145 (the "Property"); and

WHEREAS, the Town of Falmouth Planning Board, on September 2, 2025, gave final site plan and subdivision approved (the "Approvals") for the development of the Property as a forty-eight (48) unit (each a "Unit," and collectively the "Units") residential workforce housing project (the "Project"); and

WHEREAS, the Property, the Project, and the Units are more particularly shown on the subdivision plan titled "Subdivision Plan, Proposed Workforce Housing Development, 2 Marshall Drive, Falmouth, Maine," made for Scittery Woods Partners by Land Design Solutions, dated February 4, 2025 and as revised through October 1, 2025, and recorded in the Cumberland County Registry of Deeds in Plan Book 225, Pages 400 and 401 (the "Subdivision Plan"), and as subject to the Declaration of Condominium of Scittery Woods Condominium dated April 2, 2026 and recorded in the Cumberland County Registry of Deeds in Book 42154, Page 1 (as the same may be amended from time to time, "Declaration") and further depicted on the Condominium Plat entitled "Condominium Plats – Scittery Woods Condominiums – 2 Marshall Drive, Falmouth Maine" dated April 1, 2026, prepared for Scittery Woods Partners, LLC by BH2M Civil Engineering and recorded in the Cumberland County Registry of Deeds in Plan Book 226, Pages 116 and 117 (the "Plat"); and

WHEREAS, pursuant to the Approvals, Declarant has agreed to impose certain covenants and restrictions, including affordability, on the Project, and has agreed that such covenants and agreements may be enforced by the Town;

NOW THEREFORE, in consideration of the foregoing and the covenants set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** All of the foregoing Recitals are hereby incorporated as agreements of the Parties.

2. **Affordability.** The Developer hereby covenants and agrees with the Town as

follows:

a. The initial gross sale price of each Unit will not exceed Four Hundred Twenty-five Thousand and 00/100 Dollars ($425,000.00), inclusive of down payment.

b. The initial purchaser (or purchasers) of a Unit will have a household income that does not exceed 120% of the Area Median Income of the Greater Portland Metro Area based on a 3-person household size at the time of sale of the Unit.

c. For a period of five (5) years following the sale of a Unit to the initial purchaser (or purchasers), each subsequent purchaser (or purchasers) will have a household income that does not exceed 120% of the Area Median Income of the Greater Portland Metro Area based on a 3-person household size at the time of the sale of the Unit.

d. In the event the Town establishes a buyer assistance program available to purchasers of Units, or purchasers of Units receive down-payment assistance through a program established by another entity, then Units will be sold to purchasers with a household income not to exceed 120% of the Area Median Income of the Greater Portland Metro Area based on a 3-person household size at the time of the sale of the Unit for a period of ten (10) years following the first sale of such Units to the initial purchaser (or purchasers).

e. In the event the Developer receives financing through Maine State Housing Authority's ("MaineHousing") Affordable Homeownership Program, the Town acknowledges that twenty (20) Units (the "MSHA Units") will be subject to a separate set of requirements to be codified in a Mortgage and Security Agreement (the "Mortgage) by and between Developer and MaineHousing. These requirements include, the requirement that the sale prices for the initial sales of the MSHA Units cannot exceed $378,000, the MSHA Units must be sold to homebuyers whose household income does not exceed $137,760, and each initial purchaser must execute a Declaration of Covenants and Restrictions agreeing to further affordability restrictions for a period of fifteen (15) years (the "Maine Housing Affordability Covenants"). Upon the sale and recording of the Maine Housing Affordability Covenants for each MSHA Unit, the Town and Developer agree to execute and record a mutually agreeable amendment to this Declaration, releasing the MSHA Units that are subject to the Maine Housing Affordability Covenants from the covenants set forth in subsection (b), (c) and (d) of this Section 2. Notwithstanding any such release of the MSHA Units from the covenants set forth in subsection (b), (c) and (d) of this Section 2, such MSHA Units shall remain subject to the further restrictions on ownership and use as set forth in Section 3 below, provided that the periods of affordability for such MSHA Units shall be measured by the affordability periods set forth in the Maine Housing Affordability Covenants.

3. **Further Restrictions on Ownership and Use**. The Developer hereby further covenants and agrees with the Town as follows:

a. Units will be sold only to individuals or trusts for the benefit of individuals, who will occupy the applicable Unit as their primary dwelling or residence.

b. Units may not be owned by corporate entities of any kind (e.g., corporations, limited liability companies, general or limited partnerships, etc.), except as limitedly permitted in the following sentence. Notwithstanding the foregoing, this Section 3(b) shall not prohibit any individual or trust identified in Section 3(a) above from conveying their Unit to a corporation that is solely-owned or closely held by them for purposes of estate planning or liability protection, after the periods of affordability as set forth in Section 2 above have expired.

c. The use of Units as rental housing is prohibited during the periods of affordability as set forth in Section 2 above.

d. The use of Units as "Short-term Rental" (as such term is defined in the Town's Short Term Rental Ordinance, adopted July 26, 2021, as amended) housing is prohibited in perpetuity.

4. **Enforcement**. The Town will have the right, but not the obligation, to enforce any and all of the covenants and restrictions set forth herein.

5. **Binding Effect**. The restrictions set forth herein shall be binding on any present or future owner of the Property. If the Property is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions.

6. **Amendment**. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Property, and by the Town.

7. **Effective Provisions of Declaration**. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a covenant running with the land as a burden and upon the title to the Property and Project. The Developer agrees to this Declaration in all deeds (including mortgages) conveying any right, title or interest in the Property.

8. **Severability**. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity of enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

9. **Governing Law**. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Scittery Woods Partners, LLC has caused this instrument to be signed and seal on this 16 day of June, 2026.

SCITTERY WOODS PARTNERS, LLC,
a Maine limited liability company

By: _____
John Finegan
Its: Manager, duly authorized

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. June 16, 2026

Then personally appeared before me the above named John Finegan, in his capacity as Manager of Scittery Woods Partners, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Scittery Woods Partners, LLC.

_____
Notary Public ~~Maine Attorney at Law~~
Print Name: Chelsea Britten
Commission expires: 01/04/2029

Chelsea Britten
Notary Public - Maine
My Commission Expires
January 4, 2029

DOC :24188 BK:42331 PG:57
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
06/17/2026, 11:18:59A
Register of Deeds Jessica M. Spaulding E-RECORDED

IN WITNESS WHEREOF, the Town of Falmouth has caused this instrument to be signed and seal on this 16 day of June, 2026.

TOWN OF FALMOUTH

By: _____
Nathan A. Poore
Its: Town Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. June 16, 2026

Then personally appeared before me the above named Nathan A. Poore, Town Manager of the Town of Falmouth, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Falmouth.

_____
Notary Public | Maine Attorney at Law
Print Name: Julie Baxter
Commission expires: **4/26/2028**