

DECLARATION OF THE VILLAGE AT OCEAN'S END CONDOMINIUM

Article I SUBMISSION

The Village at Ocean's End, LLC, a Maine limited liability company (the "Declarant"), hereby submits the land, improvements, rights, and appurtenant easements known as "The Village at Ocean's End Condominium" with all buildings and improvements thereon located within the Town of Southwest Harbor, Hancock County, Maine, and more particularly described in Schedule A attached hereto (the "Property") to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes, as amended, and hereby creates therefrom "The Village at Ocean's End Condominium" (the "Condominium"). The Property is shown on the condominium plat to be recorded herewith in the Hancock County Registry of Deeds identified as follows: "Condominium Plat, The Village at Ocean's End Condominium," prepared by G. F. Johnston & Associates, and dated May 5, 2009 (the "Plat"). The unit owners' association shall be a Maine nonprofit corporation known as "The Village at Ocean's End Condominium Association" (the "Association").

The Condominium created pursuant to this Declaration consists of the Property and initially two units known as Unit 1 and Unit 2, subject to the Development Rights reserved by the Declarant pursuant to this Declaration that allow the Declarant, among other rights, to add land and create as part of this Condominium up to a total of forty (40) units, and subject to the Special Declarant rights set forth in this Declaration.

The terms used in this Declaration, the Bylaws of the Association, or the Plat generally shall have the meanings specified in the Maine Condominium Act, except as otherwise defined herein or therein.

Article II UNIT BOUNDARIES

Section 2.1 Location and Dimension of Units.

Each of the initial units will consist of a structure or portion of a structure located on the Property as shown on the Plat (Unit 2 is not yet built, and its approximate location is shown).

Section 2.2 Unit Boundaries.

Each unit is bounded below by the surface of the earth which, as shown on the Plat, lies directly and immediately below the foundation of the unit's structure. Each unit is bounded above by the exterior surfaces of the unit's roofs. Each unit is bounded on its sides by the exterior surfaces of the unit's walls or portions of walls which, as shown by the Plat, adjoin directly and immediately to another unit or a common element. Each unit also includes all chimneys, vents, skylights, eaves, shutters, awnings, and similar structural elements which may overhang or project through the unit's boundaries but which are part of the structure of the unit. Except for the limited common elements described in Article 3 below, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are part of the unit. Any exterior fixtures designed to serve a single unit, but located outside of the unit's boundaries, are limited common elements allocated exclusively to that unit, as described in Article 3 below.

Section 2.3 Relocation of Unit Boundaries and Subdivision of Units.

Except with respect to the exercise of Development Rights, relocation of boundaries of units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act and upon receipt of all necessary governmental permits and approvals. The division of units is not permitted.

Section 2.4 Allocated Interests.

The percentage of ownership of common elements and liability for common expenses shall be allocated equally to each unit according to the number of units in the Condominium, except that the percentage allocated to Unit 1 shall not exceed the percentage as set forth in Schedule C. Each unit shall have one equal vote as a member of the Association. The allocations of common element interest, voting rights and common expense liability appurtenant to each of the initial units are set forth in Schedule C.

Article III
COMMON ELEMENTS

Section 3.1 Common and Limited Common Elements.

A. Common elements consist of the entire Property, except the individual units as described in Article II above, and generally include:

(1) The land, with the benefit of and subject to all easements, covenants, agreements, rights and restrictions of record as of the date hereof, including without limitation those matters described in Schedule A;

(2) All pipes, cables, electrical and transmission wires and conduits, distribution pipes and water and septic system pipes which serve more than one unit or the common elements (excepting equipment owned by public and municipal utilities); and

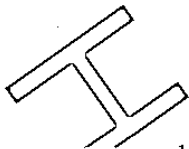
(3) All other parts of the Property necessary or convenient to its existence, maintenance, and safety or normally in common use, except as otherwise expressly provided in this Declaration.

B. Limited common elements, the exclusive use of which is reserved to the use of a particular unit, to the exclusion of other units, consist of the following, in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act: (i) for units sharing a driveway, the driveway leading to the unit from the common drives and access ways as shown on the Plat shall be a limited common element allocated to those units and shared by those units, (ii) for units not sharing a driveway with an adjacent unit, the driveway leading to the unit from the common drive and access ways as shown on the Plat, and (iii) the earth under each unit's lower horizontal boundary and surrounding the unit as shown on the Plat.

Article IV
DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS
AND DECLARANT CONTROL PERIOD

Section 4.1 Development Rights.

The Declarant reserves to itself, and for the benefit of itself and its successors and assigns, the Development Rights to create additional units up to a total of forty (40) units, common elements or limited common elements within the Condominium, to convert units into common elements, to convert

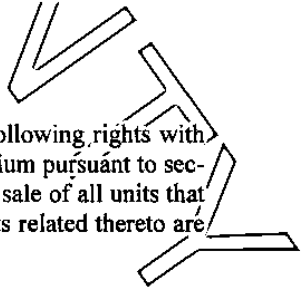


common elements into units, to add land to the Condominium or to withdraw land from the Condominium and to modify, extend or relocate roads, paths, utility lines and common driveways in the Condominium (provided that no such modification or relocation shall be undertaken in such a manner so as to permanently deprive any existing unit of access or utilities, and no such road, path, or driveway shall be located within thirty-five feet of an existing unit, except for roads, sidewalks, driveways, or parking areas providing access to or otherwise serving the unit). Notwithstanding any other provision of this Declaration, the Development Rights reserved to the Declarant do not include any right to alter or modify the boundaries of any Unit not owned by the Declarant or of the limited common elements allocated thereto without the consent of the owner(s) of such Unit, nor to extend any road through any such limited common elements without such consent. The real estate subject to the Development Rights is the Property and also the Additional Land as more particularly described on Schedule B attached hereto. The Declarant further reserves to itself and for the benefit of its successors and assigns, the right and easement for the location and encroachment on the Property, as described in Schedule A, of buildings or other structures or improvements located in part on the Additional Land, including any units or common elements located therein, and of roadways serving the Additional Land, so long as the location of any such building or roadway does not unreasonably interfere with the access or utilities to any existing unit. The Declarant further reserves an easement across the Property for access by workers and equipment, for re-grading the surface of the earth, and for the construction of improvements on the Property or the Additional Land. The Development Rights herein reserved may be exercised with respect to different parcels of land at different times and the Additional Land may be added to the Condominium in whole or in parts from time to time, as the Declarant, in its sole discretion may determine. No assurances are hereby made with respect to the order in which the parcels of real estate subject to the Development Rights hereof will be subjected to the exercise of such Development Rights. If any such Development Right is exercised in any portion of the real estate subject to such Development Right, such Development Right need not be exercised in all or any other portion of the Additional Land or Property. The Additional Land is not hereby currently submitted to the Condominium Act by the Declaration, and the Declarant makes no assurances that the Additional Land will be developed or added to the Condominium or that it will be added or developed in any sequence or in any specific parcels. If units are added to or withdrawn from the Condominium, or converted into or from common elements, by the Declarant in the exercise of its Development Rights as reserved in the Declaration, the votes in the Association shall be reallocated among all of the units such that each unit shall have one (1) vote, and the percent of interest in common elements shall be allocated equally among all of the units created and then existing. The Declarant makes no assurances that buildings or other improvements constructed by the Declarant in the exercise of its Development Rights will be generally compatible with the architectural style and quality of construction of other buildings and improvements in the Condominium. Development Rights and Special Declarant rights must be exercised within twenty (20) years from the date of recordation of this Declaration provided that the period of the Declarant control of the Association as permitted by Section 1603-103(d) of the Maine Condominium Act, and as reserved in section 4.2 below, shall terminate in accordance with the provisions thereof. For purposes of this Article IV, Development Rights shall be deemed to be exercised at such time as this Declaration is amended to reflect the creation of additional units or such other Development Right, if the exercise of such right requires an amendment to this Declaration, regardless of the time that such unit is constructed or such other work contemplated by the Development Right is completed.

Section 4.2 Special Declarant Rights.

The Declarant reserves, in favor of itself and any successor declarant, the following rights with respect to the Property (and the Additional Land to the extent added to the Condominium pursuant to section 4.1 above) (the "Special Declarant rights") until the construction, marketing and sale of all units that the Declarant is allowed to create pursuant this Declaration and the common elements related thereto are completed:

A. To locate and relocate in the common elements, limited common elements and units, even though not depicted on the Plat, and grant and reserve easements and rights-of-way for the installa-



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tion, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities servicing the Condominium including but not limited to water, electric, telephone, cable television, natural-gas, and septic and transformers, meters and other equipment related thereto, provided that no such easement shall be effective until of record, that no such easements may be granted through units (or the limited common elements allocated thereto) sold by the Declarant to third parties without such unit owner's consent, which consent shall not be unreasonably withheld, and that the common elements promptly shall be reasonably restored upon disturbance;

B. To connect with and make use of utility lines, wires, pipes, conduits and facilities located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

C. To use the common elements and limited common elements (allocated to Units owned by the Declarant) for ingress and egress, for the alteration, repair and construction of units, common elements and limited common elements (including without limitation the movement and temporary storage of construction materials and equipment), pedestrian and vehicular ingress and egress, vehicular parking, the cutting and removal of trees and vegetation, the excavation, grading and alteration of the surface of the earth, the creation of ponds, drainage ditches and swales and the installation of signs and lighting for sales and promotional purposes;

D. To use the common elements and limited common elements for the ingress and egress of itself, its employees, agents, contractors and subcontractors and for prospective purchasers of units; to use any units owned or leased by the Declarant as models, management offices, sales offices for its project or customer service offices and to relocate the same from time to time within the Property; to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property (except on units sold to third parties and the limited common elements allocated thereto), and which signs may be relocated or removed, all at the sole discretion of the Declarant; to erect temporary offices on the common elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of the Declarant;

E. To appoint and remove members of the Executive Board of the Association (the "Board") and officers of the Association until sixty (60) days after the sale of seventy-five percent (75%) of the units that the Declarant is allowed to create pursuant to this Declaration but in any event:

- (1) Within seven (7) years of the first conveyance of any unit, or
- (2) Until voluntarily waived in whole or part by the Declarant by written notice duly recorded, whichever occurs first (together, the "Declarant Control Period").

F. Those other Special Declarant rights described under the Condominium Act.

Section 4.3 Construction of Buildings.

The Declarant reserves, in favor of itself and any successor declarant, the right until twenty-one (21) years from the date of recording this Declaration: To complete construction of single or multi-family residential structures, garages, common element improvements, structures and facilities, and all fixtures and improvements in connection therewith, in and on each unit owned by the Declarant, or with respect to the creation of units, or in and on the common elements, all pursuant to Section 1602-110 of the Condominium Act.

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Section 4.4 Unsold Units.

Except as provided in this Declaration and/or the Condominium Act, the Declarant shall have the same rights and be subject to the same obligations with respect to completed but unsold units as the owners of individual units after initial conveyance thereof by the Declarant.

Section 4.5 Right to Sell.

The Declarant reserves a right of first refusal on all resales of units, which right shall expire when the Declarant no longer owns any unit. Any unit owner wishing to sell a unit must present a written offer to the Declarant, which may be in the form of a copy of an offer which the unit owner has received from a third party. The Declarant shall have ten days to accept or reject the offer. If the Declarant rejects the offer, the unit may not thereafter be sold at a lower price or upon more favorable terms without offering such price and terms to the Declarant in the same manner as before. While the Declarant still owns any unit, no unit may be resold within three years of the date of the initial sale of the unit, unless the Declarant deems the resale is for good cause, such as the required relocation of a unit owner or change in financial circumstances. The Declarant may waive this restriction individually or collectively at any time.

Section 4.6 Amendments to Article IV.

This Article IV shall not be amended or waived without the express written consent of the Declarant duly recorded in the Hancock County Registry of Deeds. The benefits of Article IV and all other special rights of the Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred by recorded instrument specifically referring to the transferred rights and executed by the Declarant and its successor or assignee.

Article VAMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENTSection 5.1 Amendment of Declaration.

This Declaration, including the Plat, may be amended or modified in accordance with the following procedure, except as otherwise provided in this Declaration or in the Condominium Act:

A. The notice of any regular or special meeting of the Association at which a proposed amendment to this Declaration is to be considered shall contain the text of the proposed amendment. Notice shall also be sent to Eligible Mortgage Holders if required pursuant to Article X.

B. At the meeting, the resolution shall be adopted if it receives the affirmative vote or written consent of sixty-seven percent (67%) or more of the total votes in the Association in all cases and such Eligible Mortgage Holders as required pursuant to Article X. Unit owners and Eligible Mortgage Holders, if required by Article X, may express their approval in writing or by proxy.

C. An amendment shall be effective when recorded. The Association shall endeavor to forward a copy of the amendment to each unit owner and Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices, but receipt of such notices shall not constitute a condition precedent to the effectiveness of such amendment.

Section 5.2 Consent of the Declarant.

No amendment shall be made to this Declaration, the Bylaws of the Association or the rules and regulations of the Association during the Declarant Control Period, or with respect to the Development Rights or Special Declarant rights, without the prior express written consent of the Declarant.

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Section 5.3 Amendment to Comply with Secondary Market Mortgagee Requirements.

It is the Declarant's intent that this Declaration complies with the underwriting requirements of Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs. In the event that this Declaration does not comply with such underwriting requirements, the Declarant, in the Declarant's sole discretion, shall have the right to amend this Declaration to make this Declaration conform to such underwriting requirements, but no such amendment may alter the boundaries or uses of any unit or the limited common elements allocated thereto without the consent of the unit owner(s).

Article VIINSURANCE, DAMAGE OR DESTRUCTIONSection 6.1 Repair of Common Elements.

Any portion of the common elements damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated under Article VII;
- B. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- C. One hundred percent (100%) in interest of the unit owners vote not to rebuild, including every owner of a unit or limited common element that would not be rebuilt and including the consent of the Eligible Mortgage Holders as provided in Article X.

With respect to the common elements, insurance deductibles and the cost of repair or replacement either (i) in excess of insurance proceeds and reserves or (ii) not covered by any insurance, shall be a common expense. As set forth in Section 6.4 below, insurance of the units (including units not yet fully constructed and units still owned by the Declarant) is the responsibility of the unit owners.

Section 6.2 Application of Insurance Proceeds with respect to Common Elements.

If common elements or limited common elements are not completely repaired or replaced after damage:

- A. The insurance proceeds attributable to the damaged common elements and limited common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium; and
- B. The remainder of the proceeds shall be held in trust to be distributed to the unit owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted by the Association, which shall exclusively represent all unit owners in any proceedings, negotiations, settlements or agreements in connection therewith. The insurance proceeds shall be paid to the Association as trustee for the unit owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article VII of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated.

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Section 6.3 Association Public Liability Insurance.

The Association shall maintain comprehensive commercial general liability insurance, including medical payments insurance insuring the unit owners, in their capacity as unit owners and Association members and any managing agent retained by the Association, relating in any way to the ownership and/or use of the common elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a unit owner because of the negligent acts of the Association or another unit owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the common elements, any liability resulting from law suits related to employment contracts in which the Association is a party, other than standard workers compensation and employment practices exclusions, and such other risks as the Board determines are appropriate. The amount of coverage of such liability insurance, and the deductibles therefore, shall be as determined by the Board. The scope and amount of coverage of all liability insurance policies shall be reviewed periodically by the Board and may be changed in the Board's discretion.

Section 6.4 Unit Owner Insurance.

EACH UNIT OWNER ACKNOWLEDGES THAT THE ASSOCIATION WILL NOT MAINTAIN INSURANCE AGAINST FIRE AND OTHER HAZARDS ON THE DWELLING AND OTHER IMPROVEMENTS CONSTRUCTED WITHIN A UNIT. As such, each Unit owner shall be solely responsible for maintaining property insurance with respect to its unit and the buildings, structures and improvements located thereon insuring against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the unit owner reasonably may determine provides equal or greater protection for the unit owner. Any unit owner who obtains individual insurance policies covering any portion of the Property other than the Unit and improvements thereon belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance. The Association shall have no obligation to maintain public liability insurance for the benefit of any owner except as expressly required by section 6.3 above. Each unit owner shall be responsible for maintaining public liability insurance with respect to its unit and the use, occupancy and ownership thereof, which policy shall name the Association as an additional insured, and the unit owner shall provide to the Association a current certificate of such insurance, including the renewals thereof.

In the event of damage to or destruction of any building, structure or improvement located on a unit, the unit owner shall cause any debris to be promptly removed from the Property and properly disposed of, shall immediately remedy or construct barriers around any unsafe condition on the unit resulting from such damage or destruction and, by not later than eighteen (18) months after the date of such damage or destruction shall cause the buildings, structures or improvement to be reconstructed substantially identical in design and materials to the damaged buildings, structures or improvements when new (the plans for which the Board will endeavor to keep on file at the Association's office). If the Unit owner elects not to rebuild a damaged or destroyed structure within a Unit, the Unit owner promptly shall restore the Unit, or the relevant portion thereof, to its natural condition. If the unit owner fails to perform any such work as required following any such damage or destruction, then the Association shall have the right, but shall have no obligation, to do so and to charge the cost thereof to the unit owner as a service charge as provided in this Declaration.

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Article VII REMOVAL FROM THE CONDOMINIUM ACT

Section 7.1 Termination of Condominium.

The submission of the Property to the Condominium Act herein shall not be terminated unless (i) one hundred percent (100%) in voting interest of all of the then-current unit owners in accordance with the Condominium Act, (ii) the percentage of the Eligible Mortgage Holders required by Article X shall agree to such revocation or removal of the Property from the provisions of the Condominium Act, their agreement to be established by written instrument duly recorded, and (iii) such termination complies with applicable law and all required governmental land use and other permits and approvals are obtained.

Section 7.2 Effect of Termination.

Unless otherwise agreed in writing by all of the unit owners, upon removal of the Property from the Condominium Act, the unit owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act, with any mortgages or liens affecting a unit to attach in order of priority against the resulting common ownership interest. Removal shall not bar the subsequent re-submission of the Property to the Condominium Act.

Article VIII EMINENT DOMAIN

Section 8.1 Taking of a Unit.

If a unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the unit owner and his mortgagee(s), if any, for the unit and the unit's percentage interest in the common elements, whether or not any common elements are acquired. Upon acquisition of the unit, the unit's allocated interests shall be automatically reallocated to the remaining units in proportion to their respective allocated interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

Section 8.2 Taking of Part of a Unit.

If part of a unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the unit owner and his mortgagee(s), if any, for the reduction in value of the unit and its interest in the common elements, whether or not any common elements are acquired. Upon such acquisition:

A. That unit's allocated interests shall be reduced in proportion to the reduction in the size of the unit; and

B. The portion of the allocated interest divested from the partially acquired unit shall automatically be reallocated to that unit and the remaining units in proportion to their respective allocated interests of those units with the partially acquired unit participating in the reallocation on the basis of its reduced allocated interests.

Section 8.3 Taking of Common Elements.

If part of the common elements is acquired by eminent domain, the Association shall be entitled to payment of the award; generally the portion of the award attributable to the common elements taken shall be distributed to the unit owners and their mortgagee(s) in accordance with the Condominium Act,

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unless the Association rebuilds or acquires comparable common elements. Any portion of an award attributable to the acquisition of a limited common element or as may otherwise benefit the Condominium determined by a Court of competent jurisdiction must be equally divided among the owners of the units to which that limited common element is allocated at the time of acquisition in proportion to their interests in the common elements.

Section 8.4 Association as Agent for Unit Owners.

In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of unit owners. Nothing contained in this Section or this Declaration, however, shall entitle any unit owner or other person to priority over a first mortgagee of a unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of units and/or common elements.

Article IX

GENERAL ADMINISTRATIVE PROVISIONS

Section 9.1 Easement for Access, Utilities and Support.

A. Appurtenant to each unit is a perpetual right, subject to the rules and regulations established by the Board, of ingress and egress from such unit through the common elements and limited common elements allocated to such unit across the common element drives to public streets.

B. The Association, the Declarant, the managing agent and/or any other person authorized by the Board shall have a right of access to any unit and any limited common elements to the full extent as provided in the Condominium Act, particularly as set forth in section 1603-107. In case of emergency, such entry may be gained immediately whether or not the unit owner is present at the time.

C. The Association shall have the right and easement to enter the limited common elements allocated to the units with workers and equipment at any time and from time to time to install, maintain, repair or replace the landscaping improvements, including without limitation seeding and mowing the grass, planting and pruning trees and bushes, the application of approved fertilizers and pesticides, planting flowers, weeding planting beds, applying mulch, bark or other materials to planting beds.

D. Each unit shall have an easement in common with all other units to use all pipes, wires, cables, conduits, utility lines and other common elements serving such unit and located on, under or across any of the other units, the common elements or limited common elements.

Section 9.2 Encroachments.

Each unit shall have an appurtenant easement to the extent necessary for subjacent and lateral support over every other unit and over the common elements and limited common elements. If any portion of the common elements or limited common elements hereafter encroaches upon any unit, or if any unit hereafter encroaches upon any portion of the common elements or limited common elements, as a result of settling or shifting of any structures thereon or otherwise than as a result of the purposeful or negligent act or omission of the owner of the encroaching unit or of the Association in the case of encroachments by the common elements or limited common elements, a valid easement appurtenant to the encroaching units, common elements or limited common elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. Notwithstanding any of the foregoing, the Declarant or builder of the units shall have no liability for immaterial deviations from the

foregoing, the Declarant, as owner of the units, shall have no liability for immaterial deviations from the Plat that result in encroachments requiring easements under this Section 9.2.

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Section 9.3 Use.

Each unit may be used subject to all restrictions contained in this Declaration. Each unit is restricted to single-family residential use, although it is recognized that the condominium consists of structures containing two or more units, so that such structures are multi-family units. The Declarant may use the Property in the exercise of Development Rights and Special Declarant rights and unit owners may use their units as home offices for telecommuting purposes; provided, however, that no walk-ins or regular client or customer meetings shall be conducted in the units and no employees other than persons living in unit shall be employed in such unit. The foregoing restriction shall not prevent any unit owner or sales agent from showing a unit to and meeting with prospective purchasers within the unit for purposes of negotiating a sale of the unit. No unit owner shall be allowed to install a sign visible from the common elements indicating or advertising a commercial use or home office use in any unit. Each unit shall be used by the owner or other occupant(s) thereof in compliance with all applicable laws, ordinances, codes and regulations, and unit owners indemnify and hold harmless the Association and other unit owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

Section 9.4 Pets.

No livestock or animals of any kind shall be kept in or about any unit for purposes of breeding or sale. No horses, pigs, or ferrets may be kept as pets. All pets and animals shall be restrained so as not to become noisome or offensive to the occupants of any unit. The unit owner is responsible for the cleanup of the pet's excrement, whether within a unit boundaries or on the common elements or limited common elements. No pets shall be allowed to run freely on the Property, nor shall pets be allowed outside of a unit without both wearing a leash and being under the immediate supervision of a responsible person. The Association shall have the power to regulate pets and animals under the rules and regulations of the Association as promulgated or amended from time to time, including, but not limited to, the express power to regulate the size and species of pet, to establish additional behavior requirements, and to expel any offending pets and animals from the Property.

Notwithstanding the foregoing, any pet that qualifies as a "service pet" under applicable law for assistance to the disabled shall be excluded from the foregoing restrictions except for the following: such service pet shall be restrained so as not to become noisome or offensive to the occupants of any unit. The unit owner is responsible for the cleanup of the service pet's excrement, whether within the unit or in the common elements or limited common elements. No service pets shall be allowed to run freely on the Property, nor shall service pets be allowed outside of a unit without both wearing a leash and being under the immediate supervision of a responsible person.

Section 9.5 Leasing of Units.

All leases of units must be in writing in a form approved by the Board. No portion of any unit (other than the entire unit) shall be leased for any period, except as allowed in writing by the Board. The written lease of any unit must: (a) require the lessee to comply with this Declaration, Bylaws and rules and regulations of the Association; (b) provide that failure to comply therewith constitutes a default under the lease; and (c) provide that, in the event that the tenant violates this Declaration, the Bylaws and rules and regulations of the Association, the Board has the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder after thirty (30) days prior written notice to the unit owner and tenant. Each unit owner, promptly following the execution of any lease of a unit, shall forward a conformed copy thereof to the Board.

Section 9.6 Insurance.

Notwithstanding anything in this Article IX to the contrary, nothing shall be done or kept in any unit or in the limited common elements that will increase the rate of insurance for the Property or any part

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thereof without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in this unit or in the limited common elements that will result in the cancellation of insurance on the common elements or limited common elements or any part thereof or that would be in violation of any law, regulation, ordinance, code or administrative ruling.

Article X
RIGHTS OF MORTGAGEES

Section 10.1 Eligible Mortgage Holder Status.

Any first mortgagee of a unit may file a notice identifying itself as a first mortgage holder and identifying the number of the unit encumbered by its mortgage with the Association by certified, first-class mail, return receipt requested or by delivery in hand securing receipt therefore and thereby shall become an "Eligible Mortgage Holder"; the Secretary of the Association shall maintain such information. The Board shall cause notice to be sent to the Eligible Mortgage Holders of any one or more of the following events affecting the mortgaged unit(s), if so requested.

- A. Default by the owner of a mortgaged unit in the payment of monthly common expense or special assessments, service charges, or other amounts due the Association that continues for 60 days or as required by the Condominium Act;
- B. The lapse, cancellation, expiration or material modification of insurance required to be maintained under this Declaration;
- C. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders as provided in Section 10.2 below;
- D. Any condemnation proceeding against any of the Property;
- E. Material destruction of any portion of the common elements or any improvements thereon; or
- F. Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder, the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

Section 10.2 Material Amendments.

For a material amendment to the Declaration except in connection with the exercise of Development Rights and Special Declarant rights, but subject in any event to the provisions of the Condominium Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least fifty-one percent (51%) of the votes of units subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following shall be deemed material:

A. Voting rights in the Association;

B. Change in percentage liability for common expenses, assessment liens for common expenses, or the subordination of assessment liens;

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C. Reserves for maintenance, repair and replacement;

D. Responsibility for maintenance and repairs;

E. Reallocation of pro rata interests in the common elements or limited common elements or rights to their use;

F. Boundaries of any unit;

G. Convertibility of units into common elements or vice versa;

H. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

I. Insurance or fidelity bonds;

J. The rights to lease units;

K. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

L. A decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;

M. Restoration or repair of the Property (after damage or destruction, partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;

N. Any action to terminate Condominium after substantial damage, destruction or condemnation occurs;

O. Any provisions of this Article or any other provision of this Declaration that expressly benefits mortgage holders, insurers or guarantors;

P. The merger or consolidation of the Condominium with another condominium or the subjection of the Condominium to a master association;

Q. Any change in the Association's right to lien a unit for unpaid common expense assessments or a change in the priority of such liens;

R. Any one-time increase in monthly assessments by more than twenty-five percent (25%); or

S. Any material reduction in the funding of reserves for maintenance, repair and replacement of common elements and limited common elements.

When unit owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of units subject to mortgages held by

Eligible Holders must consent to such termination.

The approval of any Eligible Mortgage Holder to such a material amendment to the Declaration shall be presumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after written notice thereof.

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Section 10.3 Records.

An Eligible Mortgage Holder may, at its sole expense, examine the books, records and accounts of the Association at reasonable times with reasonable advance notice to the Treasurer of the Association; provided, however, that the Declarant shall have the right to withhold information in the books, records and accounts of the Association relating primarily to the construction and unit sale activities of the Declarant. After the first conveyance of an individual unit (as distinguished from the conveyance of the entire project or Condominium) by the Declarant, the Association shall have an audited financial statement prepared within one hundred and twenty (120) days of the end of the Association's fiscal year. Upon written request from an Eligible Mortgage Holder, the Association shall, within a reasonable period of time, provide a copy of such audited financial statement to such party requesting the same (if the request for a copy of the audited financial statement precedes the 120-day preparation deadline above, then the statement will be provided after it becomes available).

Section 10.4 Dispositions by Mortgagees.

In the event the Declarant adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose of, advertise, sell or lease a unit acquired under the procedures set forth above, and any such foreclosure or deed shall convey title free and clear of any such right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

Article XI

ASSESSMENT FOR COMMON EXPENSES AND SERVICE CHARGES.

Section 11.1 Common Expense Assessments

The total amount of common expenses incurred by the Association shall be assessed against the units in the proportions of common expense liability set forth in Schedule C, subject to the following:

A. The common expenses that are not assessed as limited common expenses shall be assessed against all the units in proportion to the relative common expense liability of all the units.

B. A limited common expense shall be assessed solely against all units benefited in proportion to the relative common expense liability of such units as between themselves, as the Board may determine.

C. Assessments to pay a judgment against the Association shall be made as a limited common expense against the units included in the Condominium at the time the judgment was entered.

D. Electricity, water, cable television and telephone services shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for such services consumed or used in his unit. The electricity, water, and telephone serving the common elements shall be separately metered, and the Association shall pay all

bills for such services consumed in the common elements as a common expense assessable to all the owners of the units.

"Common expenses" shall be any and all expenses incurred by the Association to operate, maintain, repair, and replace the common elements as necessary to keep the same in a first-class condition with respect to appearance, operation and function and utilities used in connection with the operation and maintenance of the common elements. The foregoing shall include, without limitation: road and walking

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path, snow removal, deicing, sanding, and sweeping; road maintenance; grass cutting and landscaping maintenance and replacement in the common elements and Units (except for foundation plantings or flower or vegetable gardens maintained by the Unit owner); storm water management system maintenance and repair; and the sewer system maintenance and repair.

Each unit is subject to a lien in favor of the Association for the unpaid common expense assessments, interest and costs of collection, which lien may be foreclosed in like manner as a mortgage on real estate. No foreclosure of the Association's lien shall release the unit owner from any personal liability for any unpaid portion of the lien. The recordation of this Declaration constitutes record notice of the lien. Such lien for common expense assessments shall not have priority over a first mortgage securing a loan to purchase a unit, and upon foreclosure of such first mortgage, any liens for then-existing common expense assessments automatically shall be released but without releasing the responsible unit owner from any personal liability for the liability secured by the released lien. As used in this Declaration, "Costs of collection" shall include reasonable attorneys' fees incurred by the Association in connection with any enforcement of the Declaration, Bylaws and rules and regulations against a unit owner, regardless of whether or not an action is filed.

Contemporaneous with the initial conveyance of each unit by the Declarant to a party other than a successor declarant, the unit purchaser shall pay to the Declarant an amount equal to two (2) months' estimated common expense charges for each such unit, and the Declarant shall contribute such payment from the unit purchaser to a working capital fund established by the Declarant as provided below. Such working capital fund shall be established by the Declarant, prior to the conveyance of the first unit, as a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally-sponsored insurance. The Declarant may reimburse itself from such payments collected at closing from unit purchasers if the Declarant has made the working capital fund payment for the units in advance of the closing on the initial conveyance of such units. Working capital fund payments from unit purchasers shall not be credited against or deemed to be prepayment of any assessments against units by the Association.

The Declarant shall not be liable for any assessments for any particular unit owned by the Declarant until the later to occur of (i) sixty (60) days after the first conveyance of any unit to a purchaser, (ii) until the Association makes its first common expense assessment, and (iii) the date upon which a certificate of occupancy has been issued for such unit owned by the Declarant.

Section 11.2 Service Charges and Fines.

The Association shall have the power to separately charge a unit and the owner thereof for services rendered to that unit, and interest and costs of collection in connection with service charges, and for fines assessed against a unit owner for violation of this Declaration, the Bylaws and the rules and regulations. Such charges and fines shall be a lien on the unit with the same status as a lien for common expense assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien.

Service charges shall include without limitation:

A. If a unit owner, members of his/her family, guests or tenants requests the Association or its agent to perform repair and maintenance work on the unit, or a unit owner, members of his/her family, guests or tenants damage the common elements or fail to perform maintenance and repair work required by this Declaration and the Association performs such work pursuant to Article XII below, the expense thereof as determined by the Board may be assessed as a service charge.

B. Fees, if any, which may be established by the Board for the use and maintenance of

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water, septic and/or other utility services and equipment or of recreational facilities. The expense of public utility charges and for equipment maintenance and repair and reasonable reserve allowances may also be calculated by the Board in their discretion and assessed monthly as a service charge to each unit. At the election of the Board, the expense of capital improvements, major repairs or renovations to the water, septic or storm water management systems or to recreational facilities may be assessed either as a common expense or as a service charge.

Section 11.3 Liability.

Unit owners shall pay regular and special assessments and service charges levied by the Association without any deduct or offset whatsoever. Multiple owners of a unit shall each be jointly and severally liable with one another for all unpaid common expense assessments, service charges, interest, penalties and costs of collection during their period of unit ownership up to the time of the grant or conveyance. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those common expenses assessments, service charges, etc. arising prior to the conveyance. A grantee or proposed purchaser under a purchase and sale contract for a unit may obtain, upon request and the payment of such fee as may be established from time to time by the Board, a statement from the Association setting forth the amount of unpaid common expense assessments and service charges, interest, penalties and costs of collection against the unit as of the date of the statement and such other information required by the Condominium Act. The grantee shall not be liable for, and the unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest and costs of collection accruing thereafter.

Section 11.4 Budget.

The proposed budget approved by the Association's Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners. After the first conveyance of an individual unit, the budget must contain funding for adequate reserves for replacements of improvements to the common elements.

Section 11.5 Violations.

Any unit owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the rules and regulations of the Association, which violation continues after reasonable notice to cure by the Association to the unit owner may be prohibited by the Board from the use and enjoyment of any and all of the common elements that are not essential to access to the unit or for the provision of necessary utilities, in addition to all other remedies available to the Board.

Article XII MAINTENANCE AND REPAIR

Section 12.1 Maintenance and Repair of Units.

A. Except as provided in this Declaration, the maintenance of the units and limited common elements shall be allocated between the unit owners and the Association in accordance with the Section 1603-107(a) of the Condominium Act. Each unit owner shall keep and maintain all buildings, structures, improvements and fixtures within and upon a unit and the limited common elements allocated to that unit in good order, condition and repair and in a clean and sanitary condition, all at the unit owner's sole cost and expense, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all exterior redecorating and painting that may at any time be necessary to maintain the good appearance and condition of his unit comparable to new and otherwise in accordance with the standards and schedules established by the Board from time to time. Each unit owner

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shall perform his maintenance responsibility in such manner as shall not unreasonably disturb or interfere with the other unit owners. If any unit owner fails to perform such maintenance or repair within one hundred and eighty (180) days of written notice from the Association or in the event of emergency, the Association through its officers or managing agent shall have the right, but not the obligation, to enter the unit and perform such maintenance or repair in the name of the owner. The Association shall be entitled to assess the expense thereof as a service charge due in full at the time of the next regular monthly payment. Each unit owner shall promptly report to the Board or the managing agent any defect or need for repairs to the common elements and limited common elements for which the Association is responsible pursuant to this Declaration or the Condominium Act.

B. No unit owner shall rake, sweep or throw, or permit to be raked, swept or thrown, from his unit onto the common elements any leaves, dirt, debris, trash or other substance.

C. Rubbish and debris shall be stored between pickups in the unit's designated area in sanitary receptacles with sealing covers or as required by town ordinances or by the rules and regulations adopted by the Board, and shall be placed curbside for pickup in such receptacles with the covers placed tightly over the receptacles and promptly re-stored in the unit's designated area after rubbish pickup.

D. No articles of personal property belonging to any unit owners shall be stored in any portion of the common elements or limited common elements except for registered vehicles that may be parked in driveways.

E. Without the prior written consent of the Board, no additional dwellings, buildings, structures, additions, improvements, fixtures, including without limitation, patios, decks, porches, sheds, trees or other landscaping improvements, shall be constructed on or within a unit after initial construction of the unit by the Declarant. Unit owners shall not paint, stain or otherwise change the color of any exterior portion of any structure to a color other than that originally sold by the Declarant, without the prior written consent of the Board. Notwithstanding the forgoing, Unit owners may plant a flower or vegetable garden immediately adjacent to their respective Units provided that such garden shall not extend beyond the limited common elements allocated to the Unit.

In the event that any such items are installed or constructed on a unit without the consent of the Board, the Board may, in its discretion but without any obligation to do so, enter the unit with agents or contractors to remove the unauthorized improvements and otherwise restore the unit to its prior condition and charge all costs of removal and disposal of such improvements and restoration to the unit owner as a service charge as provided in this Declaration. With respect to any improvements installed, built, planted or made by the unit owner with the consent of the Board, the Association shall have no obligation for maintenance, repair or replacement other than standard foundation plantings and grass areas that are the same as provided in the standard construction plan. In the event such authorized improvements become unsightly, deteriorated, dilapidated, or any planting within the unit becomes weedy or dies, the Association shall have the right to enter the unit, remove the deteriorated improvement or landscaping, restore it to a condition similar to the condition provided for standard construction and plantings in the Condominium, and assess the cost of such improvement and repair to the unit owner.

F. No unit owner shall use his unit in such a manner as to create a nuisance or unreasonable disturbance of other unit owners. No unit owner shall play or operate any electronic or mechanical, sound-producing machinery, appliance or device outside his unit between the hours of 10:00 p.m. and 8:00 a.m., or otherwise if such playing or operation shall unreasonably disturb or annoy the occupants of any other unit.

G. Common elements provided for access to the units shall be used only for access to and from units by vehicles and pedestrians and shall not be blocked by any personal property of unit owners, their tenants, families and guests.

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Section 12.2 Maintenance and Maintenance Contracts.

The Association and its designees shall maintain, repair and replace the common elements excluding the limited common elements (except as otherwise specifically provided herein) and shall establish reasonable reserves for such purposes. No unit owner shall do any of the foregoing without the prior written permission of the Board in each instance. No management contract may be for a term exceeding three (3) years and any such contract shall be terminable for cause upon 30 days' notice. Any professional management contract entered into by the Association prior to the expiration of the period of the Declarant Control may be terminated without cause and without penalty at any time after the expiration of such control upon written notice.

Section 12.3 Exterior Appearance.

The Association may adopt reasonable rules and regulations regulating television antennas, or any other structures, fixtures or personal property that materially and adversely affect the appearance of the exterior of buildings and other structures within or upon a unit. Unit owners shall not erect fences, signs, structures, canopies, sheds or other structures, plant or remove trees, shrubs or flowers or materially alter the landscape or grading, including without limitation the planting of gardens in the common elements or unit (except as provided in Section 12.1(E) above), or do anything to alter the exterior or outside appearance of the units and the buildings and structures thereon and therein. To the extent that grass areas within the unit may be accessed by the Association's standard grass-cutting machinery, grass will be cut at such times and in the manner of the grass in the common elements.

Section 12.4 Preservation of Property.

No unit owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements, as determined in the judgment of the Board. None of the Board, the Association or any managing agent is responsible for the safety and security of vehicles or other personal property of any nature within a unit or left on the common elements or limited common elements.

Section 12.5 Liability for Damage.

Each unit owner shall be liable for the expense of maintenance, repair or replacement of (i) any damage to his unit and (ii) any damage to the common elements, limited common elements or to another unit caused by such unit owner's act, neglect or carelessness or by that of any member of such unit owner's family, or such unit owner's tenants, guests, invitees, employees, agents, contractors, or their pets. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit owner.

The Association shall not be liable for the failure of electricity, telephone, water supply, septic

systems, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual unit or in any of the common elements, limited common elements or facilities. No set-off, diminution or abatement of common expenses assessments or service charges shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the common elements, limited common elements or facilities or to any unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

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Article XIII ASSOCIATION

Section 13.1 Owners Association and Bylaws.

Each unit owner and/or owners shall be a member of the Association, a non-profit and non-stock corporation organized under the laws of the State of Maine and to be known as the "The Village at Ocean's End Condominium Association." Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the membership appurtenant to that unit to the transferee or transferees. The granting of a mortgage by a unit owner, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Association shall have all the powers set forth in herein and in Section 1603-102 of the Condominium Act and as set forth in the Bylaws of the Association, all as if fully set forth herein. The Association also shall have the power to assess common expenses to units in proportion to the benefit received, notwithstanding the common interest allocation of such unit(s). Any failure of the Board to enforce any provision of this Declaration, the Bylaws or rules and regulations shall not be deemed to be a waiver of such provision waived in writing. The written waiver by the Board of any provision of this Declaration, the Bylaws or the rules and regulations shall apply only to the specific provision being waived on that occasion and to no other provision or any other occasion.

Article XIV MISCELLANEOUS

Section 14.1 Interpretation.

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

Section 14.2 Conflict.

If any provision of this Declaration, the Bylaws or the rules and regulations of the Association, or any section, sentence, clause, phrase, or word herein or therein, or the application thereof in any circumstances is capable of being interpreted in conflict with any applicable laws, including, but not limited to, the Condominium Act, then such provision shall be interpreted in a manner which eliminates or mitigates the conflict.

Section 14.3 General Provisions.

A. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

B. The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

C. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches that may occur.

Section 14.4 Interpretation.

Any dispute or disagreement between unit owners with respect to interpretation or application of this Declaration or the Bylaws or rules and regulations shall be determined by the Board, which determination shall be final and binding on all parties.

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Section 14.5 Invalidity.

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

Section 14.6 Dispute Resolution.

Except as provided in this Declaration, the Association and/or any aggrieved unit owner shall have a right of action against any unit owner who fails to comply with this Declaration, the By-laws, the rules and regulations issued by the Association or a decision of the Association.

In any dispute between one or more unit owners and the Declarant regarding this Declaration after the expiration of the Declarant Control Period, the Board shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. In any dispute between one or more unit owners arising under this Declaration, prior to formally initiating any litigation, the unit owners involved will submit their dispute in writing to the Board for mediation and will make a good faith effort to resolve the dispute through mediation with the Board.

Section 14.7 Municipal Ordinances.

This Declaration is independent of any requirements or restrictions imposed by the Ordinances of the Town of Southwest Harbor. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. In particular, but without limiting the foregoing, no additional units shall be created until and unless subdivision review and approval has been obtained from the Town of Southwest Harbor.

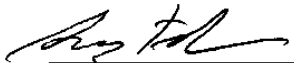
Article XV NOTICES

Section 15.1

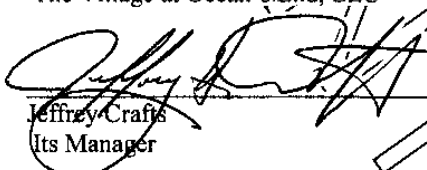
Any notice required or given pursuant to this Declaration to the Association or to any unit owner may be delivered to any Association director or officer or to such unit owner respectively either by sending it to his/her unit by first-class mail, postage prepaid, or by delivering it to the unit by hand, or as otherwise permitted by the Bylaws.

In witness whereof, the Declarant has caused this declaration to be signed and sealed in its company name by its undersigned manager, hereunto duly authorized, as of May 5, 2009.

The Village at Ocean's End, LLC


Witness
GREGORY V. HUSTON

By:


Jeffrey Crafts
Its Manager

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STATE OF MAINE
HANCOCK COUNTY

May 5, 2009

Personally appeared before me the above-named Jeffrey Crafts, Manager of The Village at Ocean's End, LLC, as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.


~~Attorney at Law~~ Notary Public
Print name:

Donna L. Jancewicz
Notary Public
State of Maine
Comm. Exps. Oct. 8, 2013

SEAL

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SCHEDULE A
LEGAL DESCRIPTION

A certain parcel of land, with the improvements thereon, located in Southwest Harbor, Hancock County, Maine, further bounded and described as follows:

The property conveyed to The Village at Ocean's End, LLC, by the deed from Morrison C. Newell recorded in the Hancock County Registry of Deeds in Book 4975, Page 295, as modified by the Boundary Line Agreement between The Village at Ocean's End, LLC, and Crafts Family Reserve, LLC, recorded in said Registry in Book 5111, Page 79; and excepting and not including the land conveyed by The Village at Ocean's End, LLC, to Jeffrey Crafts recorded in said Registry in Book 5170, Page 79.

Subject to the following easements, which shall not be construed to burden any unit not owned by the Declarant, nor any limited common element allocated to such unit, except to the extent shown on the Plat:

The Declarant reserves an appurtenant, non-exclusive easement benefiting Additional Land for storm water drainage through, over and across the Property, including the right and easement to divert water to and to flood the detention pond on the Property, all as shown on the Plat. The Declarant also reserves an easement in gross for same purposes, together with the unrestricted right to assign rights in such easement to any number of other users.

The Declarant reserves an appurtenant, non-exclusive access easement benefiting the Additional Land across and through the Property on all roads and drives therein for access by vehicles, equipment and pedestrians to the Additional Land from and to Route 102.

The Declarant reserves an appurtenant, non-exclusive underground storm water drainage pipe easement across and under the Property, to install, use, repair and replace underground storm water drainage pipes, and to enter upon the Property with workers and equipment to perform such work, and to tie into and use the existing storm water drainage pipe for the conveyance of storm water run off; provided, however, that the Declarant shall use reasonable efforts to restore any disturbed areas to their condition prior to disturbance within practical limitations. The Declarant also reserves an easement in gross for the same purposes, together with the unrestricted right to assign rights in such easement to any number of other users.

The Declarant reserves an appurtenant, non-exclusive septic pipe easement, to install, use, main-

tain, repair and replace septic pipe across and under the Property, and to enter upon the Property with workers and equipment to perform such work, and to tie in and use the existing septic system; provided, however, that the Declarant shall use reasonable efforts to restore any disturbed areas to their condition prior to disturbance within practical limitations. The Declarant also reserves an easement in gross for the same purposes, together with the unrestricted right to assign rights in such easement to any number of other users.

The Declarant also reserves an appurtenant, non-exclusive utility easement benefiting the Additional Land to install, use, repair, and replace any under or above ground utility lines, pipes, conduits, wires, and all related equipment, including without limitation, poles, guys, anchors, concrete pads, transformers and other utility juncture boxes, for any utility services, including without limitation electricity, telephone, cable television, and water, such utility easement to be in such locations on the Property, except for units, as the Declarant determines in the Declarant's sole discretion, including the right and easement to enter upon the Property with workers and equipment to perform such work, provided that the

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Declarant shall use reasonable efforts to restore any disturbed areas to their condition prior to disturbance within practical limitations (excluding any utility equipment installed pursuant hereto). The Declarant also reserves an easement in gross for the same purposes, together with the unrestricted right to assign rights in such easement to any number of other users.

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SCHEDULE B

The land in Southwest Harbor, Hancock County, Maine, further bounded and described as follows:

1. The land conveyed to Jeffrey Crafts by the deeds recorded in the Hancock County Registry of Deeds in Book 4776, Page 205, and Book 5170, Page 79.
2. The land conveyed to Crafts Family Reserve, LLC, by the deed recorded in the Hancock County Registry of Deeds in Book 4975, Page 299, as modified by the Boundary Line Agreement recorded in said Registry in Book 5111, Page 79.
3. The land conveyed to Crafts Family Reserve, LLC, by the deed recorded in the Hancock County Registry of Deeds in Book 4975, Page 292.

Also, any additional land owned or acquired by the Declarant within 3,000 feet of the Property.

UNIT 1

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SCHEDULE C

<u>Unit No.</u>	<u>Initial Common Element and Assessment Interest</u>	<u>Initial Voting Interest</u>
1	2.50%	1
2	97.50%	1
TOTAL	100.000%	2

UNIT 1

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Ret: EPE

C

Unit 1: Introduction

Unit 2: The Basics

**AMENDED TENTH AMENDMENT
TO THE DECLARATION OF
THE VILLAGE AT OCEAN'S END CONDOMINIUM**

Southwest Harbor Properties, LLC, a Maine limited liability company, the Declarant of The Village at Ocean's End Condominium (the "Condominium"), the declaration of condominium of which is dated May 5, 2009, and is recorded in the Hancock County Registry of Deeds in Book 5195, Page 117, (which declaration as previously amended is hereinafter referred to as the "Declaration") does hereby adopt this amendment to said Declaration, pursuant to Section 4.1 of said Declaration.

1. **Revised Condominium Plat.** The plat of the Condominium has been amended and restated by virtue of the Eighth Amended and Restated Condominium Plat of The Village at Ocean's End Condominium dated March 5, 2024 and recorded in the Hancock County Registry of Deeds in Plan Book 51 Page 76 (the "Eighth Amended and Restated Condominium Plat") which Eighth Amended and Restated Condominium Plat is hereby adopted.

2. **Relocation of Unit 9 Boundaries.** The boundaries of Unit 9 (including the limited common elements associated with Unit 9) are reconfigured as shown on the Eighth Amended and Restated Condominium Plat and hereby declared to be part of the Condominium as so shown effective as of the date of the recording of this Amendment. The Unit boundaries of Units 9 and the limited common elements associated with Unit 9 as so reconfigured are subject to all rights and easements of record. No changes are made to the boundaries of Unit 16 as set forth in the Tenth Amendment to the Declaration of the Village at Ocean's End Condominium dated August 23, 2029 and recorded in the Hancock County Registry of Deeds in Book 6973, Page 172 which Tenth Amendment remains in effect except as amended hereby.

3. **Allocation of Unit Interests.** The percentages of common interest ownership, liability for the common expenses, and votes in the unit owners association remain as set forth on the attached Schedule C.

4. **General.** Except as specifically amended herein, the Declaration shall fully apply to all Units and their limited common elements as created hereunder. The Declarant hereby continues to reserve all Development and Special Declarant Rights as set forth in the Declaration.

Witness my hand and seal this 14th day of March, 2024.

Denise Howland
Witness

Southwest Harbor Properties, LLC

By Jeff Howland
Jeff Howland
Its: Manager

STATE OF MAINE
Cumberland County

March 14, 2024

Personally appeared the above named Jeff Howland, Manager of Southwest Harbor Properties, LLC and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

Before me,

Amy K. Saffian
Notary Public

Amy K. Saffian
Print or type name as signed

- Commission expires -
7/26/2025

SCHEDULE C

<u>Unit No.</u>	<u>Initial Common Element and Assessment Interest</u>	<u>Initial Voting Interest</u>
1	7.692%*	1
2	7.692% 1	
3	7.692% 1	
4	7.692% 1	
5	7.692% 1	
6	7.692% 1	
7	7.692% 1	
8	7.692% 1	
9	7.692% 1	
10	7.692% 1	
11	7.692% 1	
15	7.692% 1	
16	7.692% 1	
TOTAL	100.00%	13

*Limitations on the obligations of Unit No. 1 to pay common area assessments and other rights and obligations unique to Unit No 1 are set forth in Article XVI of the Declaration as amended by the Fourth Amendment to the Declaration of the Village at Ocean's End Condominium dated December 21, 2012 and recorded in the Hancock County Registry of Deeds in Book 5958, Page 125. To the extent that such provision reduces the obligations of Unit #1 with regard to Common Area Assessments, all remaining units (i.e. all units other than Unit #1) shall share the unallocated portion equally.

32: Cleary L.O.

EXHIBIT L

THE VILLAGE AT OCEANS END CONDOMINIUM ASSOCIATION RULES

1. Private fireworks are not allowed on the village grounds.
2. Construction conducted by unit owners may occur only between the hours of 8 am and 5 pm and may not occur during the months of July and August except in the case of an emergency.
3. Commercial equipment or vehicles owned by an individual unit owner must be stored or parked out of sight of any other unit.
4. Agricultural livestock are prohibited.
5. An individual unit owner or their assignees are responsible for costs associated with damage caused to any common element or any other unit.
6. No alteration to common elements unless approved by the Association Board.
7. Parking will be in assigned areas only. Roadways or parking areas may not be blocked or impaired at any time.
8. No structural or easement impairments shall be created that would negatively impact safety, views, or other aspects of the Condominium without the approval of the Association Board.
9. Non-illuminated residence signs with a maximum size of 1'x2' are required for unit identification.
10. Each unit owner is required to have proof of renters insurance for all renters.
11. The initial exterior finish (including the color) of each unit and any subsequent change in such finish, shall be subject to the approval of the Association Board.

12. The Association or its designee shall act as the sole leasing agent for leasing of the Units and any Unit owner wishing to lease his or her unit must do so through the leasing agent. The Association or its designee will charge a reasonable fee for its services as leasing agent.
13. Additional Rules and Regulations may be enacted at the discretion of the Condominium Association Board.