

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE MAINE WOODS PLANNED UNIT DEVELOPMENT**

This Declaration of Covenants, Conditions and Restrictions (the **"Declaration"**) is made on the date set forth below by **TEAM PROPERTIES, LLC**, a Maine limited liability company, (the **"Developer"**) as to certain real property in the City of Bangor, Penobscot County, Maine described in Exhibit A hereto (the **"Property"**):

RECITALS

WHEREAS, Developer is the owner in fee simple of the Property, depicted on a Plat entitled The Maine Woods Subdivision recorded on October 17, 2022 in the Penobscot County Registry of Deeds as Map File 2022-82 (the **"Plat"**), a reduced copy of which is attached hereto as Exhibit B;

WHEREAS, The Maine Woods (the **"Development"**) is a residential subdivision consisting of 60 residential Units (defined below) to be located on the Property, is approved by the City of Bangor as set forth the Plat;

WHEREAS, pursuant to such approvals, Developer intends to construct thirty (30) residential duplexes (each with two Units) depicted as Buildings 1 through 30 on the Plat;

WHEREAS, each Unit shall be conveyed separately in fee simple, subject to the covenants, conditions, restrictions and other terms contained herein;

WHEREAS, The Maine Woods Association is a Maine non-profit corporation (the **"Association"**) that has been [or will be] formed by the Developer, whose members initially shall be the Developer and the Owners (defined below) of all of the residential Units in the Development, and ultimately shall be all the Owners of Units in the Development;

WHEREAS, the Association is or will be the record owner of the Common Area of the Development, including any portion thereof used for utility purposes, as well as recreational, landscaping, drainage and open space purposes;

WHEREAS, the Developer makes this Declaration to protect the value, attractiveness and desirability of the Property and Units;

NOW THEREFORE, Developer declares that all of the Property shall be held, sold, and conveyed subject to the following restrictions, easements, covenants, conditions, and agreements, which shall constitute covenants running with the land and shall be binding on and inure to the benefit of all parties having any right, title, or interest in the Property or any part of the Property and on their heirs, successors, representatives and assigns. Furthermore, each Unit owner, by accepting title to a Unit, agrees to be bound by this Declaration, whether or not expressly provided in the deed. Wherever used in this

Declaration, the terms “Unit Owner” or “Owner” shall mean the record owner or owners of the fee simple title to a Unit on the Property, whether or not construction of the residence on the Unit has been commenced or completed, but shall not include mortgage holders or others who hold title for the purpose of securing an obligation.

ARTICLE I DEFINITIONS

§1.1. **Association** means The Maine Woods Association, a Maine nonprofit corporation formed or to be formed for the purpose of managing the **Development**, holding fee title or easements to the **Common Areas**, and enforcing the covenants, conditions, restrictions and other terms set forth herein. During the **Development Phase**, the **Developer** shall maintain a majority vote in the affairs of the **Association**, giving it effective control of the affairs of the **Association**. As described in detail hereinbelow, the **Development Phase** will end in seven years, or thirty days after the sale of the last Unit to be constructed by Developer, whichever occurs first.

§1.2. **Common Area(s)** means all of the Property other than the Units and the footprint of land occupied by each Unit and any ground-floor decks or patios attached thereto. The Common Area will be owned by the Association for the mutual benefit and enjoyment of the Owners.

§1.3. **Development Phase** means that period of time during which the Developer is constructing, marketing and selling Units, ending the earlier of 30 days after the sale by Developer of the last Unit to be constructed (as determined by the Developer in its sole discretion), or seven years from the date hereof.

§1.4. **The Maine Woods** means the property described above as being subject to this Declaration, as the same may be expanded or contracted by any future amendments to this Declaration. The Maine Woods consists of the Units and Common Areas.

§1.5. **Unit** means one residential living unit, located in one of the residential buildings depicted on the Plat. It is anticipated that each of such buildings shall contain two Units, sharing a Common Wall. Each Unit, and the footprint of land upon which such Unit is located, shall be owned separately by the Unit Owner. All other areas in the Development shall, no later than the end of the **Development Phase**, be owned by the Association and held, to the extent provided herein, as Common Areas.

§1.6. Other terms are defined throughout this Declaration.

ARTICLE II APPLICABILITY AND ENFORCEMENT OF RESTRICTIONS

§2.1. Restrictions Apply as if Set Forth in Deed. Each Unit Owner in The Maine Woods Planned Unit Development, by acceptance of a deed of conveyance (whether or not such deed references this Declaration or the Plat), accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and powers of

the Developer and the Association, created or reserved by this Declaration or by the Plat, and these restrictions and all easements, rights, benefits, privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every Unit Owner as though the provisions of this Declaration were recited and stipulated in full in each and every deed of conveyance.

§2.2. Duration of Restrictions. This Declaration shall run with the title of the Property, and with every Unit of the Property, and shall inure to the benefit of and be enforceable by the Developer during the Development Phase, and by Association and Unit Owners for a term of thirty (30) years from the date of this Declaration, after which time the restrictions shall automatically continue for successive periods of ten (10) years each unless and until an instrument signed by the then Unit Owners of at least two-thirds (2/3rd) of the Units agreeing to terminate this Declaration has been recorded.

§2.3. Enforcement of Restrictions/ Attorneys fees. Any violation or attempt to violate any of the covenants, conditions or restrictions herein contained shall be actionable in the courts of the State of Maine. The Developer (during the Development Phase) and the Association (at all times) shall each have the right, independent of each other, to maintain an action at law or in equity against any person, persons or entity violating or attempting to violate any of the covenants, conditions or restrictions contained in this Declaration, as the same may be amended from time to time as provided herein, to enjoin such violation, to cause the removal of any structure in violation of the terms hereof, to recover damages for any such violation or attempted violation, or to obtain other legal or equitable relief. The prevailing party in any such action will be entitled to recover its costs and reasonable attorneys' fees incurred, including fees for appeals.

§2.4. Nonwaiver. The failure by the Developer or the Association to enforce any violation or breach of any of the provisions herein contained, no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions, and shall not be deemed a waiver of the right to enforce such provision(s) at another time.

§2.5. Rule against Perpetuities. In the event that any of the covenants, conditions and restrictions contained herein shall be declared to be unlawful or void by reason of the violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefor, then such restrictions and covenants shall continue only for and until the day preceding the maximum length of time which such conditions and restrictions may legally exist and on such date shall terminate.

§2.6. Severability. The invalidation of any of the covenants, conditions or restrictions contained herein, in whole or in part, by judgment or other court order, shall not affect, in any manner, the validity, enforceability or effect of any of the other provisions contained herein, all of which shall remain in full force and effect.

§2.7. Rules and Regulations. The Association Board of Directors shall have the authority to promulgate rules and regulations governing activities in the Common Area and the Unit for the common benefit.

ARTICLE III
USE AND OCCUPANCY RESTRICTIONS

§3.1. Single Family Residential. All Units in the Development shall be used only for single family residential purposes. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that this restriction shall not be construed in such a manner as to prohibit an occupant of a Unit from conducting business activity within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or third parties, and there is no noticeable increase in deliveries.

§3.2. Common Areas. Each Unit Owner, occupant, tenant, guest, visitor and invitee may use and enjoy the Common Areas in a manner consistent with the residential purposes for which they are intended, to the extent the same is done without hindering or encroaching upon the equal and similar rights of the other Unit Owners, and subject to any deeded easement rights of Unit Owners relating to parking spaces near their Units. Use of the Common Areas and further provisions relating to parking may be addressed in rules and regulations issued by the Association.

§3.3. Business and Sales. Notwithstanding any provisions to the contrary in this Declaration, it shall be expressly permissible for Developer, or its designee, to maintain such facilities and conduct such activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction and sales of Units during the Development Phase, upon such portion of the Property as the Developer deems necessary. Permitted facilities under this section include but are not limited to, a business office, storage areas, construction yard, signs, model units and sales offices.

§3.4. Insurance. No activities shall be carried on or equipment, appliances, machinery or materials used or kept in any Unit or in the Common Area that will increase the rate of insurance for the Property, or any part thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the Property, or any part thereof, or which would be in violation of any law, regulation, ordinance or administrative ruling. No waste may be committed on or to the Common Areas. Any violation of this Section shall be remedied within 10 days of written notice thereof.

§3.5. Nuisance / Hazard. No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the Common Areas. No owner or occupant of any Unit shall carry on, or permit to be carried on, any activity or practice which unreasonably interferes with the quiet enjoyment of another Unit or the Common Areas by the owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

§3.6. Pets and Animals. The Association shall have the power to issue rules and regulations regarding the keeping of pets and animals. Dangerous, threatening, or excessively noisy pets shall not be allowed. Upon reasonable notice, the Association may forbid the keeping of particular offending pets and animals on the Property.

§3.7. Fire Safety and Noise Control. No person shall impair or remove any acoustical, sound-deadening, or fire-resistant material from the walls, flooring or ceilings of a Unit without replacing the same with similar materials of equal or greater efficacy.

§3.8. Trash. Trash, garbage and other waste shall be kept only in closed sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Association and shall at all times comply with any applicable ordinances, rules and regulations of the City of Bangor. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Areas.

§3.9. Electrical. No Unit Owner or occupant shall overload the electrical wiring in their unit. No Unit Owner or occupant shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Association, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Association. Additional major appliances may not be installed in a Unit without the prior written consent of the Association.

§3.10. Governmental Requirements. All Unit Owners, their families, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the City of Bangor. A violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance therewith.

§3.11. Exterior Alterations. Except with the consent of the Association, no Unit Owner, occupant or other person shall (i) construct or maintain any antennas, satellite dishes, wires, cables, fences, decks, steps, signs, canopies, clotheslines, flag poles, exterior lights or other structures; (ii) plant, trim, cut or remove vegetation, trees or shrubs; (iii) materially alter the grading or landscaping; (iv) do any other thing which affects the appearance of the exterior of the Owner(s)' Unit or the Common Areas.

§3.12. Signs. No signs of any character shall be erected, posted or displayed from any Unit or Common Area without the prior approval of the Association, except for such signs as may be posted by the Developer for promotional or marketing purposes as permitted herein. The Developer or the Association shall have sole authority to erect the exterior sign or signs authorized by the City of Bangor. The Developer or the Association may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant or Unit.

§3.13. Obstruction/Signage. No Unit Owner shall obstruct any of the Common Areas or place or store anything on or in the Common Areas except for areas designated for parking, or as otherwise permitted by the Association.

§3.14. Responsibility. Neither the Association, any Unit Owner, nor the Developer shall be considered a bailee of any personal property stored on or in the Common Areas (including parked vehicles), whether or not exclusive possession of the particular area is allocated to a Unit Owner for storage or parking purposes. No such person or entity shall be responsible for the security of such personal property or for any loss or damage thereto,

whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

§3.15. Leasing. No Unit Owner may enter into any lease or rental agreement for a Unit unless such agreement shall be in writing and provide for a term of not less than six (6) months. The Association may also restrict and regulate renting or leasing of Units owned by Unit Owners, including but not limited to requiring approval of each lease/lessee by the Board of Directors. Notwithstanding the foregoing, the Developer shall always have the right to operate any Units owned by the Developer as a rental property without Board approval or regulation, and may establish and maintain offices, signs and other accoutrements normally used in the operation of rental properties in the Developer's discretion. Such rental operations shall be for the benefit of the Developer; neither the Association nor any Unit Owners shall have any interest or right in the profits and losses from such operations.

ARTICLE IV **MAINTENANCE**

§4.1. Maintenance of Common Areas. The Association shall be responsible for the maintenance and repair of the Common Areas, including but not limited to maintaining and plowing the Common Area roads providing street lighting, trash pickup (unless at any point provided by the municipality), and landscaping all as determined by the Association. If repair or replacement work in the Common Areas shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owner(s) responsible therefor.

§4.2. Maintenance of Owner(s) Unit. Each Unit Owner shall keep and maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall do all redecorating, painting and varnishing which at any time may be necessary to maintain the good appearance and condition of such Unit. The Unit Owner shall maintain the interior and exterior surface of windows in the Unit, including periodic washing. Each Unit Owner is generally responsible for the maintenance of the exterior of the Unit. No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit into the Common Areas, except in designated trash disposal areas. Each Unit Owner shall be responsible for all damage to any other Units or to the Common Area resulting from his or her failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Developer or to the Association (or the appointed agent thereof) any defect or need for repairs for which the Developer or the Association is responsible.

ARTICLE V **PARTY WALLS/COMMON ELEMENTS**

§5.1. Party Wall. The party walls, or "Common Walls" between the Units in a single building shall be party walls in all respects and the Owners shall have the right to jointly use any such Common Walls which are located in their Units, subject to the terms and conditions hereinafter set forth. Each Owner shall be deemed to own the necessary easements for the perpetual lateral and subjacent support of the Common Walls with equal rights of joint use. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

§5.2. Maintenance of Party Wall. The respective Owners of the Units shall equally bear the cost of maintaining any Common Walls located in their Units and in the event that any such Common Wall should be injured or damaged by a cause other than the intentional act or negligence of any Owner of a Unit (or such Owner's family members, guests, invitees, contractors, subcontractors, etc.), the same shall be repaired or rebuilt at the equal cost of the Owners of the Parcels sharing that Common Wall, provided that any sum received by either or both Owners from insurance against such injury or damage shall first be applied to such repair or rebuilding. Each Owner shall be solely responsible for the non-structural repair and maintenance of the interior surfaces of the Common Walls located within the improvements on such Owner's Unit.

§5.3. Maintenance of Roof. The Owners of the Units shall maintain the roofs over their respective Units at their own expense, in good repair. If the Owners of a common roof jointly repair the roofs, then the cost of such repair shall be apportioned according to the relative repaired area over each Unit; e.g. if the cost of the repair of the roof common to Unit 1 and Unit 2 is \$1,000.00 and 70% of the repaired roof is over Unit 2, the owner of Unit 2 shall pay \$700.00 of the repair, and the Owner of Unit 1 shall pay \$300.00. Any sum received from insurance against such injury or damage shall first be applied to such repair or rebuilding

§5.4. Negligent Acts. If the negligence or intentional act of the Owner of any Unit shall cause a Common Wall to be exposed to the elements, or shall otherwise cause damage to any Common Wall, roof, walkway, driveway gutter and/or downspout, then such Owner shall bear the entire cost of repair or rebuilding of said Common Wall, roof, walkway, driveway, gutter and/or downspout.

§5.5. Alterations. No Owner of a Unit shall alter or change any Common Wall in any manner, except as to interior decoration not affecting the structure of such Common Wall, or after reasonable notice to the other Owner, to repair or restore sewer, water or other utilities located within the party wall, or to repair the party wall in accordance with this Declaration, subject to the obligation to restore the party wall to its previous cosmetic and structural condition, at such Owner's sole expense. Such Common Walls shall always remain in the same location as now exists, unless otherwise agreed in writing by the Owners of the affected Units in which said Common Walls are located.

§5.6. Parking Spaces. It is contemplated that the deed to each Unit shall contain easement rights to a parking space or spaces adjacent to such Unit. Although any parking space and the land on which it is located is included in the Common Area, the rights of the

owner of a Unit having easement rights in any parking space shall take precedence over the rights of all other persons to use such parking space.

ARTICLE VI
THE MAINE WOODS ASSOCIATION

§6.1. Organization. The Association -- The Maine Woods Association is a Maine non-profit corporation, organized for the primary purpose of enforcing the covenants contained in this Declaration and managing the Development. Developer reserves the right to amend the Articles and the Bylaws, as set forth therein. The initial members, directors and officers of the Association, the manner of their selection, their respective rights and duties, voting rights and other matters regarding the Association are as set forth in the Articles and Bylaws.

§6.2. Termination of Developer's Voting Rights. Developer's voting rights, which during the Development Phase shall give it effective control of the Association, shall terminate, in accordance with the Articles of Incorporation and Bylaws, not later than thirty (30) days after Developer has sold the last unit in the Development; or seven (7) years after the date of the recording of this Declaration, whichever is earlier.

§6.3. Membership a function of Unit Ownership. All Unit Owners shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the Plat, this Declaration and the Bylaws and rules and regulations of the Association, as the same may be amended from time to time in accordance with the terms thereof. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

§6.4. Powers and Rights. The Association shall have the following powers and rights:

A. To promote and maintain the attractiveness, value and character of the Development through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, as amended, or in any rules and regulations which the Association may promulgate pursuant hereto and thereto.

B. To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities in the Development.

C. To represent the Unit Owners before governmental agencies, offices and employees, and to generally promote the common interests of the Unit Owners.

D. To collect and dispose of funds, including but not limited to assessments, as provided herein.

E. To perform all such acts and functions as are generally authorized by law to be performed by a Maine non-profit corporation.

F. To acquire title from the Developer of the Common Area(s), and to insure, manage, maintain, improve and repair the Common Areas.

G. To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, directors, managers and members from liability incident to the ownership and use of the Common Areas and the performance of their duties as the Association's officers, directors and managers.

H. To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves as deemed necessary by the Association.

I. To enforce any and all provisions of this Declaration, and to consider and grant or deny as appropriate, requests from Unit Owners for any activity, project, condition, improvement or other matter set forth in this Declaration requiring specific prior permission from the Association.

J. Subject to the provisions of this Declaration, to adopt rules and regulations governing activities on, and the use, maintenance, insurance and upkeep of, the Common Areas and of any easement areas created or reserved in this Declaration, or on the recorded plat(s).

K. To carry out all other purposes for which the Association was organized; to exercise all rights which the Association may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

§6.5. Classes of Membership/Voting Rights. There shall initially be two classes of voting: Class A shall consist of the Owners of the Units. Each Unit shall be entitled to one (1) vote in all Association matters regardless of the number of Owners of any particular Unit. The total number of Class A votes at any given time shall be the total number of Units completed and sold. Combined, the Class A votes shall equal 49% of the voting rights in the Association. Class B shall consist of the Developer, during the Development Phase. The Class B vote shall equal 51% of the voting rights in the Association during the entire Development Phase, giving the Developer control of the Association. Upon the termination of the Development Phase, Class B voting rights shall cease, and Class A votes shall thereupon equal 100% of the voting rights in the Association (divided equally among the total number of Units).

ARTICLE VII **ASSESSMENTS**

§7.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such

deed, is deemed to covenant and agree to pay to the Association: an initial Capital Funds assessment; annual assessments; special assessments; and other charges assessed against an Owner and his Unit as provided in this Declaration, such assessments and charges to be established and collected as provided below. The annual and special assessments, as well as the other charges described in this Declaration, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Unit and shall be secured by a continuing lien upon the Unit. Each such assessment and other charge, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due, and, while any undischarged lien shall be a continuing lien upon the Unit in the hands of subsequent Owners, the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned unit unless expressly assumed in writing.

§7.2. Purpose of Assessments. The assessments levied by the Association, acting through its Board of Directors, shall be used to promote the recreation, health, safety, and welfare of the residents of the Development; to construct, maintain and manage any Common Area, Common facilities, including rights of way, of the Association; and to maintain and manage any other areas designated by Board of Directors of the Association as being appropriate for management and maintenance by the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

§7.3. Annual Assessment. Except for the Developer, who shall not be required to pay any annual assessments on any Units owned by the Developer, each residential Unit in the Development and the Owner(s) thereof shall be subject to an annual assessment for each fiscal year, in amounts as determined by the Association. Such annual assessment shall be payable annually: A) if by lump sum, on or before the first (1st) day of each fiscal year for which the assessment is levied; or B) if in equal monthly installments, commencing on the 1st day of the first month of the fiscal year, and continuing on the same day of each of the months remaining in said fiscal year. The Board of Directors may change the payment date(s), or the payment schedule. Each annual assessment shall become a lien against each residential Unit as of the first day of the fiscal year in which it becomes due and payable. With respect to annual assessments for the year in which a Unit is initially purchased from Developer, said first annual assessment shall be prorated according to the number of days remaining in the fiscal year.

§7.4. Special Assessments. In addition to the annual assessments, the Association, acting through its Board of Directors, may levy special assessments in any year for additional purposes, including unique or unforeseen projects, repairs or charges, or other expenses, repairs or improvements related to fewer than all the Units, provided that such special assessment shall have the assent of sixty percent (60%) of the affected Units that are represented by Members in attendance at the annual meeting or special meeting called for such purpose. Special assessments may be levied against all the Units for matters affecting all Units, or against only those Units affected, for matters relating to fewer than all the Units. The decision as to which Units are affected by any proposed special assessment shall rest with the Board of Directors and its decision shall be binding. Special assessments shall be due and payable within fifteen (15) days of approval unless the Board of Directors adopts

another due date or dates which shall be not less than fifteen (15) days after such approval, and thereafter, interest shall accrue on late payments at the rate set forth below in Section 7.6.

§7.5. Capital Funds Assessment. In addition to the annual assessment, upon the transfer and closing of each Unit in the Development, the purchaser of said Unit shall pay to the Association at closing a Capital Funds assessment fee in the amount of Fifty Dollars (\$50.00), which shall apply to each and every initial and subsequent transfer of a Unit in the Development, and which fees shall be allocated to a capital reserve fund. The Capital Funds assessment due hereunder shall be submitted to the Association along with the mailing address and contact information for said purchaser.

§7.6. Effect of Nonpayment of Assessments. All assessments or other charges assessed in accordance with this Declaration not paid within thirty-one (31) days after due date shall bear interest from the due date at the New York prime rate, as published on the last published date before the due date in the Wall Street Journal, Eastern Edition, plus five percent (5%) on such assessments from the due date thereof together with all expenses, including reasonable attorney's fees, incurred by the Association in any proceedings brought to collect such unpaid assessments. Any unpaid assessments shall be secured by a lien in the name of the Association on the Unit of the non-paying Owner, which lien shall be prior to and have priority over all other liens, mortgages and other encumbrances on the Unit, other than governmental liens for nonpayment of taxes and other similar matters as required by law. Each Unit Owner in the subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a mortgage on such unit which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Chapter 713 of the Maine Revised Statutes (and any successor statute). The Association may bring action at law against the Owner personally obligated to pay the same, and may also foreclose the mortgage herein retained against the Unit. Out of the proceeds of such foreclosure sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, third, the remaining balance shall be paid to such Owner or as otherwise required by law. Following any such foreclosure, each occupant of any such Unit foreclosed shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible entry and detainer and the issuance of a writ of execution thereunder.

If at any time the rate of interest then in effect under the preceding paragraph exceeds the maximum legal rate of interest, the interest payable hereunder shall thereafter be the maximum legal rate of interest until such time as the aggregate interest paid equals the aggregate interest that would otherwise have been payable pursuant to the preceding paragraph.

In addition to foreclosing the mortgage lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through its Board of Directors, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the

Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her/its Unit. In addition to the above rights, the Association, acting through its Board of Directors, shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above-described assessments.

ARTICLE VIII **DEVELOPER RESERVATION OF RIGHTS**

§8.1. Developer may Grant Easements/Fee. Developer shall have the exclusive right to consent to and grant easements and rights of way for the construction, operation and maintenance of any drainage facilities, electric lights, telephone, telegraph and other public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the Common Areas designated on the Plat and along and upon all highways now existing or hereafter established and abutting the Development. Developer shall also have the exclusive right to convey the roads to the City of Bangor if appropriate.

§8.2. Reservation of Easements. Developer hereby reserves a perpetual non-exclusive easement over and under the Common Areas for purposes of constructing and maintaining storm drainage lines. Developer also reserves the right to go upon or permit any public utility company to go upon the Units from time to time to install, maintain and remove such utilities and to trim trees and shrubbery which may interfere with the successful and convenient operation of such utilities.

§8.3. Right to Convey Easements. Developer hereby reserves the right, in its sole discretion, to relinquish its powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

ARTICLE IX **GENERAL PROVISIONS**

§9.1. Certificates. Any Unit Owner may request and upon payment of a reasonable fee therefor shall receive from the Association a Certificate setting forth whether all assessments have been paid for such Owner's Unit and the total amount of unpaid assessments, if any. Such Certificate, if embossed with the seal of the Association, shall be conclusive evidence of such payment and of the amount of any unpaid assessments as of the date thereof.

§9.2. Disposition of Association Assets. In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the Units with each Owner having an equal undivided interest in the Common Areas for each Unit owned; provided, however, that in no event shall there be any partition of the Common

Areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3rd) of the residential Units in the Development.

§9.3. Amendment. During the Development Phase, this Declaration may be amended by an instrument signed by the Developer. After the Development Phase has ended, this Declaration may be amended by an instrument signed by not less than a majority of the then Unit Owners; provided, however, that this Declaration may not be amended without the signature of the Developer if the Developer then owns any part of the Property. Any amendment must be recorded.

§9.4. Successors and Assigns. All of the rights of the Developer set forth in this Declaration shall be automatically assumed by the lawful successor to Developer by assignment, foreclosure or otherwise. Any assignment must be recorded. This Declaration shall be binding upon and inure to the benefit of the Members, Developer, and their respective successors or assigns. The use of the words "successors and assigns" in some places but not in others when reference is made to Developer herein does not imply that successors and assigns are not always included with the term "Developer." *Provided, however,* that Unit Owners shall not by virtue of their capacity as Unit Owners be deemed to be successors and assigns of Declarants for purposes of this Declaration.

IN WITNESS WHEREOF, Declarant has hereto caused this instrument to be executed as an instrument under seal by its duly authorized Member as of the 14 day of December 2022.

WITNESS

TEAM PROPERTIES, LLC

Emily Ellis

By: Emily Ellis
Its: Member

STATE OF MAINE
PENOBSCOT COUNTY

Personally appeared the above-named Emily Ellis in her said capacity and acknowledged the foregoing Declaration to be her free act and deed, and the free act and deed of Team Properties, LLC before me,

Nara N. Leavitt
Name: Nara N. Leavitt
Attorney at Law / Notary Public

NARA N. LEAVITT
Notary Public, State of Maine
My Commission Expires April 14, 2027

Exhibit A

Property Description

A certain lot or parcel of land in Bangor, Penobscot County, Maine more particularly described in the deed from Green Diamond, LLC to Team Properties, LLC dated April 15, 2022 and recorded in Book 16447, Page 32 of the Penobscot County Registry of Deeds, the description in which is incorporated herein by reference.

Exhibit B

Plat for The Maine Woods Planned Unit Development

