

"80% Rule" means the requirement, pursuant to HOPA, that at least eighty (80) percent of the occupied Units in the Condominium are occupied by at least one (1) person fifty-five (55) years of age or older. OFFICIAL COPY OFFICIAL COPY

"Act" has the meaning provided in Section 1.1 above.

"Association" has the meaning provided in Section 1.2 above.

"Bylaws" means the bylaws of the Association adopted in accordance with the Act, this Declaration, and Title 13-B M.R.S. § 601, as may be amended from time to time.

"Common Elements" means all portions of the Condominium other than the Units, as set forth in Section 3.1 below, and as shown on the Site Plan and Condominium Plat.

"Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocation to reserves.

"Condominium" has the meaning provided in Section 1.2 above.

"Condominium Plat" mean the plat and plan showing the Condominium and the horizontal and vertical boundaries of the Units recorded in the Registry in Plan File 2025-111.

"Declarant" means Deer Park Village, LLC, its successors and assigns, and all successors to the Special Declarant Rights, Development Rights, or any other rights and interests of Declarant.

"Declarant Control Period" means the period of time described in Section 4.3, below.

"Development Period" means the period of time described in Article 4, below.

"Development Rights" has that meaning provided in Article 4, below.

"Executive Board" means the Board of Directors of the Association authorized to act on behalf of the Association pursuant to the Act and this Declaration.

"HOPA" means the Housing For Older Persons Act of 1995, Pub. L. 104-76, and its implementing regulations (24 C.F.R., Subtitle B, Chapter I, Part 100, Subpart E), as may be amended.

"Limited Common Elements" means those portions of the Common Elements of which the use is granted exclusively to one or more, but fewer than all, of the Units, as set forth in Section 3.2 below.

"Registry" means the Penobscot County Registry of Deeds in the State of Maine.

"Rules and Regulations" has the meaning provided in Section 5.3 below.

“Site Plan” means the plan entitled “Deer Park Village, Milford, Maine, Overall Site Plan”, dated September 5, 2024, and recorded in the Penobscot County Registry of Deeds in Plan File 2025-108.

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“Special Declarant Rights” has that meaning provided in the Act.

N O T N O T

“Unit” and “Units” has the meaning provided in Section 2.1 below.

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“Unit Owner” and “Unit Owners” means all owners of a Unit, of whatever number and gender.

ARTICLE 2

UNITS

Section 2.1. Number of Units. The Declarant is hereby declaring ten (10) Units in the Condominium, shown on the Condominium Plat as Units 5, 6, 7, 8, 11, 12, 13, 14, 17, and 18 (each a “Unit” and, collectively, the “Units”). Declarant reserves the right, but not the obligation, to create up to one hundred thirty two (132) additional units in the Condominium, for a total of one hundred forty two (142) units as set forth in Article 4 below.

Section 2.2. Unit Boundaries. Each Unit is bounded below by the Unit’s floors or portions of floors which lie directly and immediately above a Common Element or the foundation of the building. Each Unit is bounded above by the Unit’s ceilings which lie directly and immediately below a Common Element or the roof of the building. Each Unit is bounded on its sides by the Unit’s walls or portions of walls which adjoin directly and immediately to another Unit, a Common Element, or the exterior or foundation of the building. Each Unit’s side boundaries extend to the exterior portions of any doors or windows in the walls or portions of walls which constitute the Unit’s side boundaries.

Of the floors, ceilings, and walls which constitute a Unit’s boundaries, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials forming any part of the finished surfaces thereof are part of the Unit, and all other portions of such floors, ceilings and walls are part of the Common Elements. 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 doors, windows, or other 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. A Unit does not include: the exterior walls; the roof; the rafters; the foundation; land; pipes, wires, conduits, flues, ducts, pipes, or other heating and utility lines running through a Unit which serve more than one (1) Unit, or which serve the Common Elements or which serve another Unit.

Section 2.3. Allocated Interests. Each Unit is allocated a percentage of undivided interest in the Common Elements, a percentage of the Common Expenses, and a number of votes in the Association. The two allocated percentages are equal for each Unit and are obtained by dividing one hundred by the total number of Units and rounding the result to the nearest hundredth of one percent (.01%). Amounts of five thousandths of one percent (.005%) or greater are rounded to the next higher hundredth of one percent (.01%); lesser amounts are rounded to the next lower hundredth of

one percent (.01%). By way of example, the percentage 10.275000% would be rounded to 10.28% and the percentage 10.274999% would be rounded to 10.27%. N

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One vote in the Association is allocated to each Unit O P Y

In the event additional Units are added to the Condominium or Units are withdrawn from the Condominium, the formulas described above shall be used to reapportion the allocated interests among all the Units in the Condominium. Such reapportionment shall be made by the Executive Board. C O P Y C O P Y

Attached hereto as **Exhibit B** is a list of the identifying numbers of the Units which sets forth the allocated interests appurtenant to each Unit.

Section 2.4. Alterations of Units. A Unit Owner, after having given written notice to the Executive Board at least thirty (30) days in advance, may make any improvements or alterations to the Unit Owner's Unit which do not impair the structural integrity of the building or the mechanical systems, and which do not lessen the support of any portion of the Condominium. No Unit Owner may change the exterior appearance of the Unit Owner's Unit nor change the appearance of any other portion of the Condominium, unless the Unit Owner has first obtained permission from the Executive Board.

Section 2.5. Relocation of Unit Boundaries. A Unit Owner may acquire the entirety of an adjoining Unit, but only in accordance with the provisions of this Section 2.5. No Unit Owner may acquire less than the entirety of the adjoining Unit. The Unit Owner acquiring the Units affected shall submit a written application to the Executive Board requesting an amendment to this Declaration to reflect that the two affected Units have been merged and become a single Unit, and reapportioning the allocated interests of the two Units in accordance with Section 2.3 above.

If the Executive Board approves the request, then the Executive Board shall cause an amendment to this Declaration to be prepared which identifies the merger of the Units. The amendment shall be executed by the Unit Owner of the two Units and by the Executive Board on behalf of the Association. The Executive Board shall ensure that the amendment is recorded in the Registry and that it is indexed under the name of the Condominium, the Association, and the Unit Owner. The Executive Board shall also cause plats or plans, as necessary, complying with the Act, to be prepared which show the relocated unit boundaries, the new merged Unit, and the merged Unit's identifying number. The Executive Board shall ensure that the plats or plans are properly recorded in the Registry.

All costs and expenses involved in reviewing the Unit merger proposal, and in preparing and recording the amendment and the plats or plans, including but not limited to attorney, architect, engineer, and recording fees, shall be a Common Expense assessed exclusively against the Units involved and may be enforced in the same manner as other assessments.

If the Executive Board rejects a requested Unit merger, the Unit Owner may appeal its decision to the Association in accordance with the provisions of this Declaration and the Bylaws. Neither the Executive Board nor the Association may approve a requested Unit merger that would result in a violation of the 80% Rule.

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For the purposes of this section, Units will be considered adjoining only if they are located in the same building.

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Section 2.6. Subdivision of Units. No Unit may be further divided or subdivided.

Section 2.7. Leases of Units. With the prior approval of the Executive Board, a Unit Owner may lease the whole of the Unit (and, for purposes of clarification, not less than the whole of the Unit), but not for a period of less than six (6) months and only by a written instrument which restates the conditions of Article 5 of this Declaration and which provides that the lessee must comply in full with the provisions of the Act, this Declaration, the Bylaws, and the Rules and Regulations, and that the Executive Board has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor after thirty (30) days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease. No such lease shall relieve the Unit Owner from nor reduce the Unit Owner's obligations and liability under said provisions. Each Unit Owner intending to lease their Unit shall inform the Executive Board of the names, ages, and addresses of any proposed tenants of the Unit Owner's Unit and shall provide the Executive Board with a copy of the proposed lease. The Executive Board will approve or disapprove of the proposed lease and may require the use of a standard form of lease. If the Executive Board rejects a proposed lease, the Unit Owner may appeal its decision to the Association in accordance with the provisions of this Declaration and the Bylaws. Neither the Executive Board nor the Association may approve a proposed lease that would result in a violation of the 80% Rule. Unit Owners are reminded of their obligation to keep the Executive Board apprised of their current mailing addresses (see Section 6.5). No Unit may be leased for a period of less than six (6) months.

Section 2.8. Maintenance of Units. The division between the Unit Owners and the Association of the responsibility for maintenance of the Units shall be controlled by the provisions of the Bylaws; provided, however, that the Unit Owners shall, at all times, be responsible for the maintenance of the interior of their Unit.

ARTICLE 3
COMMON ELEMENTS

Section 3.1. Common Elements. All portions of the Condominium which do not lie within the boundaries of a Unit, as described above, are Common Elements. All Unit Owners have an undivided ownership interest in all of the Common Elements. The Common Elements consist primarily of the exterior of the buildings, the grounds, the roads, and the parking areas.

Section 3.2. Limited Common Elements. Limited Common Elements are Common Elements of which the use is granted exclusively to one or more, but fewer than all, of the Units. Limited Common Elements may be allocated to Units as designated on the Condominium Plat and may be allocated by Declarant pursuant to Article 4 below. Any parking spaces not allocated to

particular Units as Limited Common Elements by designation on the Condominium Plat, may be so allocated to Units by the Executive Board or may remain unallocated for use by any Unit Owners and visitors. Each Driveway shown on the Condominium Plat as a Limited Common Element is allocated to the Unit to which the driveway adjoins. C O P Y

Any exterior doors, windows, or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partly within and partly outside of the boundaries of a Unit, then any portion which serves only that Unit is a Limited Common Element, and any portion which serves more than one Unit or which serves part of the Common Elements is a Common Element. In resolving any doubts as to the designation of any such fixture, preference shall be given to construing it as a Common Element.

Section 3.3. Reallocation of Limited Common Elements. The Limited Common Elements may be reallocated upon the written request of all of the Owners of the Units affected.

Section 3.4. Alteration of Common Elements. No Unit Owner shall make any alteration, improvement, or change of any of the Common Elements, including the Limited Common Elements or any part of them, without having first obtained the permission of the Association, except as permitted by Article 2 above.

Section 3.5. Alienation of Common Elements. Portions of the Common Elements may be conveyed or subjected to a security interest by the Association if agreed to by Unit Owners entitled to cast eighty percent (80%) or more of the votes in the Association and if also agreed to by Unit Owners entitled to cast eighty percent (80%) of the votes allocated to Units not owned by the Declarant and, in the case of Limited Common Elements, if agreed to by all of the Unit Owners of all of the Units to which the Limited Common Element to be conveyed or subjected to a security interest is allocated. This section shall not be construed to require the consent of the Association for a Unit Owner to grant a mortgage of the Unit Owner's Unit and its allocated interests and Limited Common Elements.

Section 3.6. Maintenance of Common Elements. The provisions of the Bylaws of the Association control the responsibility for maintenance of the Common Elements and Limited Common Elements. However, if any portion or portions of the bank of the Penobscot River are or become part of the Condominium, the Association shall not be responsible for the maintenance of such areas and shall allow them to remain in their natural state to the maximum extent practicable. The use of such areas shall be at the sole risk of the users, and the Association shall have no liability therefor.

Section 3.7. Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his or her Unit, for the expense of any maintenance, repair, or replacement of any damage to the Common Elements, Limited Common Elements, or to another Unit, caused by such Unit Owner's act, omission, or negligence, or by that of any person residing, using, or occupying such Unit Owner's Unit, including guests, tenants, and pets.

Section 4.3. Declarant Control Period. There shall be a "Declarant Control Period", as provided in Section 1603-103(d) of the Act, during which Declarant shall appoint the officers and members of the Executive Board of the Association, may remove members and appoint others to the Executive Board, and to approve or disapprove of acts of the Association or Executive Board. The officers and members appointed by Declarant need not be Unit Owners. The Declarant Control Period shall last until sixty (60) days after seventy-five percent of the total number of Units of which Declarant has reserved the right to declare have been sold to persons other than Declarant or for seven (7) years from the date of sale of the first Unit to a person other than Declarant, whichever first occurs, but Declarant may voluntarily end the Declarant Control Period at an earlier time, or at such other earlier time as may be required by the Act. Within sixty (60) days after the Declarant Control Period has ended, the Executive Board members shall be elected by the Association in accordance with its Bylaws.

Section 4.4. Condominium Association and Executive Board Access. Declarant reserves in favor of itself, the Association, the Executive Board, and their respective officers, agents and employees, any managing agent and every other person authorized by the Executive Board, the irrevocable and perpetual right and easement to have access to each Unit as provided in Section 1603-107(a) of the Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for the public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. The Association and its Executive Board shall have the right to grant to third parties permits, licenses and easements over and through the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium. Declarant's rights, but not the Association's rights, under this paragraph shall terminate on the conveyance of all Units to purchasers other than a successor Declarant.

Section 4.5. Declarant's Easement for Marketing. Declarant further reserves the right with respect to its marketing of Units to use the Common Elements, including Limited Common Elements, for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units. Declarant also reserves the right to use any Units owned or leased by Declarant as models, management offices, sales offices for this and other projects. Declarant reserves the right to relocate the same from time to time within the Property, to locate temporary structures and/or equipment upon the Property, and to temporarily store materials upon the Property. Declarant further reserves the right to maintain on the Property such advertising signs and lighting as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant. Further, Declarant shall have the right to erect temporary offices on Common Elements for models, sales, management, customer service and similar purposes. This easement shall continue until the conveyance of all Units to purchasers other than a successor Declarant, notwithstanding that the Development Rights may have otherwise expired.

Section 4.6. Declarant's Easements for Construction. Declarant reserves the easement, right and privilege to enter, cross and recross the Property, and all improvements thereon, for purposes of construction, reconstruction, maintenance, repair, renovation, replacement, improvement or correction of any Units and/or Common Elements, and for completion of the improvements indicated on the Site Plan and/or Condominium Plat. Declarant reserves the right to keep construction equipment on the Property. Furthermore, Declarant reserves an easement in the Units and Common Elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant Rights reserved pursuant to this Declaration. These easements shall continue until the earlier of conveyance of all Units to purchasers other than a successor Declarant or the expiration of the period of Development Rights as reserved under Section 4.2 above.

Section 4.7. Declarant's Right to Connect with Utilities. Declarant further reserves the right and an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Condominium Property for construction purposes, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and Common Elements. This reserved right and easement shall continue until the conveyance of all Units to purchasers other than a successor Declarant or the expiration of the period of Development Rights as reserved under Section 4.2 above.

Section 4.8. Declarant's Right to Grant Easements. Declarant further reserves the right to grant and reserve easements and rights-of-way through, under, over and across the Property for vehicular and pedestrian access, road improvement, construction purposes, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, pumping station, drainage, gas, electricity, telephone and other utilities, or such other easements as may be required by municipalities and governmental agencies. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of Declarant, appropriate utility and service companies and governmental agencies or authorities for such access or utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property or adjacent property. The easements created in this Section 4.8 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, air conditioning, heating systems, ventilation systems, electric wires, cables, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements and to provide public access across the Common Elements. This reserved right and easement shall continue until the conveyance of all Units to purchasers other than a successor Declarant or the expiration of the period of Development Rights as reserved under Section 4.2 above.

Section 4.9. Transfer of Special Declarant Rights; Surrender. Declarant reserves the right to transfer from time to time to any one or more transferees any or all reserved Special Declarant Rights in accordance with Section 1603-104 of the Act. Notwithstanding any other provisions in this Declaration, this Article 4 may not be amended without the prior written consent of Declarant. Notwithstanding the foregoing, Declarant may surrender or terminate any rights reserved under this Article at any time by recording an instrument so providing in the Registry.

Property without the prior written consent of the Executive Board. No Unit Owner will permit anything to be done or kept in said Unit Owner's Unit or the Limited Common Elements allocated to said Unit that could result in the cancellation of insurance on the Property, or which would be in violation of any law, regulation, ordinance, permits, approvals, or other governmental controls.

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Section 5.1.6. Parking Limitations. There shall be no more than two (2) motor vehicles parked at a Unit on a regular basis. No vehicle shall be parked on the roadways except of an occasional and temporary nature (e.g., for unloading). No Unit Owner shall keep any of the following within the boundaries of the Condominium: (a) junk motor vehicles, unregistered motor vehicles or inoperable motor vehicles; (b) boats or boat trailers; (c) all-terrain vehicles, snowmobiles, or other similar recreational vehicles, (c) tractor-trailer trucks, box trucks, or other commercial vehicles of similar nature or size; or (d) trailers, mobile homes, or recreational vehicle homes. No mechanical work shall be completed on any motor vehicles within the boundaries of the Condominium, including but not limited to oil changes.

Section 5.2. Alienation.

Section 5.2.1. Right of First Refusal. If a Unit Owner other than Declarant wishes to sell, lease, or otherwise convey an interest in the Unit Owner's Unit, then that Unit Owner must offer it first to the Association by delivering a written offer to the Executive Board, which shall have fifteen (15) days from receipt of the written offer to accept or reject it. The written offer must include a copy of the proposed sale contract, or other transfer instrument which the Unit Owner wishes to accept from another party, and sufficient information to determine whether the proposed purchaser or other intended occupant of the Unit following the proposed purchase, is fifty-five (55) years of age or older. Should the Association reject the offer, the Unit Owner may not sell or otherwise convey an interest in the Unit Owner's Unit to any other person or entity for a lesser price or upon more favorable terms than those offered to the Association. This section shall not apply to a conveyance from a Unit Owner to the Unit Owner's spouse or children or to a person or entity who will hold the Unit in trust for the benefit of the Unit Owner, the Unit Owner's spouse, or children, provided that such conveyance does not result in a violation of the 80% Rule, in which case this Section shall apply. Following any conveyance, however, the Unit conveyed shall remain subject to this section.

Section 5.2.2. Voluntary Transfers. No Unit Owner may transfer their Unit to any person under the age of fifty-five (55), or which would otherwise result in a violation of the 80% Rule, without the prior written consent of the Executive Board. Any advertisements, listings, or other marketing materials for the sale of the Unit shall state that the Condominium is intended and operated for persons fifty-five (55) years of age or older. A voluntary transfer for the purposes of this Section 5.2.2. includes any sale, lease, gift, testate or intestate distribution, or other conveyance or transfer of ownership by any person or entity.

Section 5.3. Rules and Regulations. The Executive Board shall adopt rules and regulations that shall further regulate the management of the Condominium and the conduct of the Unit Owners and their employees, invitees, and lessees, which rules and regulations may include limiting the use of and access to the roads or common areas at particular times or during certain weather conditions or other circumstances (the "**Rules and Regulations**"). In particular, but without limiting the generality of the foregoing, the Executive Board may regulate parking at the Condominium, including the type and number of vehicles which may be parked and the locations where parking is allowed, may require that Unit Owners provide the Executive Board with the make, model, and license plate number of all vehicles that will be parked at a Unit on a regular basis, and may arrange for the towing of any vehicle that is in violation of this Declaration or the Rules and Regulations.

Section 5.4. Violations by Unit Owners. The violation of any Rules and Regulations, the breach of any of the Bylaws, or the breach of any provision of this Declaration shall give the Executive Board the right to take whatever action is reasonably necessary to terminate the particular violation or breach, to remedy any damage occasioned by such violation or breach, and to prevent further violation or breach. Such action on the part of the Executive Board may include entry into any Unit where such violation or breach exists without giving rise to any manner of trespass and may include the bringing of any appropriate legal action. The costs of any such termination, reparation, or prevention, including reasonable attorney fees, shall be assessed against the Unit of the Unit Owner in violation or breach. The Executive Board shall impose reasonable fines for such violations or breaches. All unpaid fines and late fees shall be liens upon the Unit if unpaid on the date when due pursuant to the Act, which shall be enforced by the Executive Board in accordance with the Bylaws. In addition, any unpaid fine shall incur a late fee if it remains unpaid after a period of thirty (30) days, which late fee shall double if the fine remains unpaid after sixty (60) days. If any such fines and late fees remain unpaid after sixty (60) days, the Executive Board shall provide written notice to the applicable Unit Owner that such fines and late fees are liens against the Unit in accordance with the Act and that the Executive Board will take appropriate steps to enforce the lien if such amounts remain unpaid after ninety (90) days; provided, however, that the Executive Board may, in its discretion, take the appropriate steps to enforce the lien earlier than the expiration of the ninety (90) days if necessary under the circumstances (including by way of example, and not limitation, repeated violations of the same or different provisions of the Declaration, Bylaws, or Rules and Regulations). Nothing herein shall be construed to limit any powers of the Association and Executive Board provided under Section 1603-116 of the Act.

ARTICLE 6

UNIT OWNERS' ASSOCIATION

Section 6.1. Membership. The Association shall be organized to govern and operate the Condominium. All Unit Owners shall be members of the Association, and no one other than a Unit Owner shall be a member.

Section 6.2. Powers. The Association shall have all of the powers allowed by the Act, but it shall not exercise its powers to acquire real property or to cause additional improvements to be made as a part of the Common Elements or to alter the outward appearance of the Condominium buildings, unless Unit Owners entitled to cast eighty percent (80%) or more of the votes in the

Association agree to such action, nor shall it make or authorize a non-budgeted expenditure of funds unless Unit Owners entitled to cast sixty percent (60%) or more of the votes in the Association agree to such action.

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Section 6.3. Meetings. The Association shall meet at least once in each calendar year. A quorum shall be present if Unit Owners entitled to cast more than fifty percent (50%) of the votes in the Association are present. A person or by proxy. The vote allocated to a Unit must be cast as one vote; no vote may be divided.

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Section 6.4. Executive Board. The Executive Board shall consist of five (5) members until such time as there are a total of fifty (50) declared Units in the Condominium, at which time the Executive Board shall be expanded to a total of seven (7) members, two (2) of whom are to be designated alternates. All members of the Executive Board, including alternates, shall be elected by the Association in accordance with its Bylaws (except as provided in Section 4.3 above). The Executive Board may act on behalf of the Association in all instances, subject to the provisions of the Act and this Declaration. The Executive Board shall not make nor authorize non-budgeted expenditures of funds unless required in cases of emergency. All members of the Executive Board are required to be Units Owners, except for members appointed by Declarant during the Declarant Control Period pursuant to Section 4.3 above, who need not be a Unit Owner.

Section 6.5. Notice. The Executive Board shall cause notice of matters affecting the Condominium to be given to all Unit Owners by sending a written statement thereof by electronic mail to each Unit Owner at the electronic mail address last given in writing to the Executive Board by the Unit Owner or by delivering a written statement thereof in hand to each Unit Owner and obtaining a receipt therefor from the Unit Owner. If a Unit is owned by more than one (1) person, then notice given to one (1) of the Unit Owners shall be sufficient to serve as notice to all of the owners of that Unit. If the notice is of a meeting at which a Unit Owner has the right to vote or of an action to be taken to which a Unit Owner has the right to consent or refuse consent, then the notice shall be given to such Unit Owner at least fifteen (15) days prior to such meeting or the taking of such action. Such notices shall also be posted on the bulletin board in the Condominium's mail delivery area, but any failure in such posting shall not affect the validity of any notice.

Section 6.6. Bylaws. The Bylaws of the Association shall contain provisions for its operation and governance. No provision of the Bylaws shall be inconsistent with this declaration.

ARTICLE 7
ASSESSMENTS

Section 7.1. Common Expenses. Except as set forth in this Article, the Common Expenses, including all Common Expenses for Limited Common Elements or Common Expenses which benefit fewer than all of the Units, shall be assessed against all of the Units in the Condominium in accordance with the percentages of liability for the Common Expenses listed in **Exhibit B.**

Section 7.3. Misconduct. Any Common Expense caused by the misconduct of a Unit Owner or Owners shall be assessed by the Association against the Unit Owner's Unit or Units.

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C O P Y **ARTICLE 8** C O P Y

AMENDMENT

N O T N O T

This Declaration may be amended only by complying with the procedures specified by the Act. Any amendment which requires a vote of the Unit Owners, but does not require unanimous consent, shall fail of passage unless agreed to by the Unit Owners of Units to which eighty percent (80%) or more of the votes in the Association have been allocated.

ARTICLE 9

EASEMENTS

The Condominium is subject to the following easements, and all Units are conveyed subject thereto:

- a. Easement Agreement between Richard Storm, Jr. and Apple Community Storage, LLC, dated May 20, 2013, and recorded in the Registry in Book 13246, Page 244.
- b. Easement Deed from Deer Park Village, LLC to Town of Milford, dated March 1, 2023, and recorded in the Registry in Book 17023, Page 346.
- c. Site Location of Development Act, Natural Resources Protection Act, Freshwater Wetland Alteration, and Water Quality Certification Findings of Fact and Order, issued by the State of Maine Department of Environmental Protection, dated November 28, 2023, and recorded in the Registry in Book 17031, Page 75.
- d. Matters shown on the plan entitled "Updated Plan of Survey, Approximately 56.5 Acres, Deer Park Associates, Route 176", by W.E. King Surveyor, LLC, dated October 23, 2012, and recorded in the Registry in Plan Book 2012, Page 103.
- e. Easement from Deer Park Village, LLC to Versant Power, dated June 9, 2025, and recorded in the Registry in Book 17521, Page 155.
- f. Matters shown on the Site Plan and Condominium Plat.

ARTICLE 10

GENERAL PROVISIONS

Section 10.1. Construction and Severability. The provisions of this Declaration shall be construed, if possible, so as to be valid and enforceable under the laws of the State of Maine. If any provision cannot be so construed and is held to be unenforceable, then it shall be considered severable, and the remaining provisions shall continue to be valid and enforceable.

Section 10.2. Precedence. No provision of the Bylaws or Rules and Regulations of the Association shall conflict or be inconsistent with this Declaration. Any such conflicting or inconsistent provision shall be void and of no effect.
O F F I C I A L
C O P Y C O P Y

Section 10.3. No Obligation to Complete. Nothing contained in this Declaration, the Site Plan, or Condominium Plan shall be deemed to impose upon Declarant, or any successor Declarant, any liability or obligation to build, construct, or provide any buildings, amenities, structures, or improvements to or on the Property except to the extent specifically set forth herein or by the Act.
C O P Y C O P Y

[signature appears on following page]

IN WITNESS WHEREOF, Deer Park Village, LLC, has caused this instrument to be signed and sealed in its corporate name by its undersigned officer, hereunto duly authorized, this 21 day of October, 2025.

O F F I C I A L
C O P Y

O F F I C I A L
C O P Y

Witness: NOT
A N
O F F I C I A L
C O P Y

NOT
DEER PARK VILLAGE, LLC
O F F I C I A L
C O P Y

Michael G. Griffin

By Richard Storm, Jr.
Richard Storm, Jr., Member

STATE OF MAINE

Penobscot County

October 21, 2025

Personally appeared the above named Richard Storm, Jr., Deer Park Village, 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.

Michael H. Griffin
Notary Public/Attorney at Law

Michael H. Griffin
Print or Type Name as Signed

The conveyance is made subject to all easements, outconveyances, and other matters of record. Any and all rights, easements, and appurtenances belonging to the granted estate are hereby conveyed.

O F F I C I A L O F F I C I A L

EXCEPTING, however, those portions of Parcel One and Parcel Two previously conveyed by the deeds from Deer Park Village, LLC to James Zuhlke Tree Service, LLC, dated March 1, 2023, and recorded in the Registry in Book 16767, Page 38, and dated July 16, 2025, and recorded in the Registry in Book 17558, Page 23.

A N

O F F I C I A L O F F I C I A L

For source of title, reference may be had to the deed from Richard Storm, Jr., Trustee of the Deer Park Realty Trust, to Deer Park Village, LLC, dated November 10, 2022, and recorded in the Registry in Book 16685, Page 72.

Reference may be had to the plan entitled "Deer Park Village, Milford, Maine, Overall Site Plan", dated September 5, 2024, and recorded in the Penobscot County Registry of Deeds in Plan File 2025-108 for a depiction of the Property.

