

**DECLARATION OF RESTRICTIVE COVENANTS FOR
CHURCH STREET STATION HOMEOWNERS ASSOCIATION
OLD ORCHARD BEACH, MAINE**

THIS DECLARATION OF RESTRICTIVE COVENANTS made this ____ day of _____, 2016, by Church Street, LLC , a Maine limited liability company with a place of business in Old Orchard Beach, York County, Maine.

WHEREAS, Church Street, LLC is the owner of a certain parcel situated in Old Orchard Beach, York County, Maine described as Units 1 through 40, as shown on the plan entitled "Final Plan, Church Street Station", prepared by BH2M, dated December, 2015, last revised on 2/24/16, and recorded in the York County Registry of Deeds in _____ (the "Property"); and

WHEREAS, the Declarant wishes to provide for the maintenance and protection of the Property through certain agreements, covenants, reservations, easements, charges and restrictions as hereinafter set forth;

NOW, THEREFORE, in order to provide for the mutual protection and benefit of each Unit on the Property, Declarant hereby declares that the ownership, occupancy, use and conveyance of each Unit is subject to the following restrictive covenants, easements, and equitable servitudes which are hereby established for the mutual benefit of the Units and owners, and future and subsequent owners, of the Units, and they are not personal to the Declarant, and are intended to and shall run with the land and continue in force and effect in perpetuity.

ARTICLE 1
THE HOMEOWNERS ASSOCIATION

1.1 Declarant shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are herein set forth until the formation of a homeowners association as provided for in Paragraph 1.2 of this Article; provided, however, that Declarant shall in no event be liable to any party for injury or damage to any person or property occasioned by any failure of enforcement thereof.

1.2 Declarant shall, not later than the date of issuance of a building permit for any Unit, cause to be formed an incorporated nonprofit homeowners association to be known as 40 Units at Church Street Station Homeowners Association (the "Association"). Every person, corporation, limited liability company, partnership, trust, estate or other entity that is an owner of a Unit, as reflected by the records of the York County Registry of Deeds, shall be a member of the Association, provided that any person or entity holding a mortgage or other interest primarily as security for an obligation shall not be a member of the Association except as provided in Paragraph 3.9. The owner or owners of each Unit within the Property shall have one vote in the governance of the Association for each Unit so owned. The Declarant may form the Association at any time prior

to such date, if it shall so choose. In the event the Declarant fails to form the Association as described, the owners of the Units shall have the powers of the Association and shall be authorized to form the Association.

1.3 Once so established, the Association (or as authorized by the Bylaws or the Board of Directors on behalf of the Association) shall enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities of the Declarant as are set forth herein, except to the extent that they are expressly reserved to the Declarant herein, specifically including the covenants, conditions and restrictions set forth in Section 2.1; and all rights, powers, reservations and duties of the Declarant (except such as it may have as owner of a Unit or Units) shall terminate, the same to be thereafter exercised solely by the Association, except for those rights and easements reserved by name to the Declarant, or previously conveyed or otherwise vested in others. Notwithstanding anything to the contrary contained herein, the Association shall not be responsible for maintenance of any Unit except for those portions of the Erosion and Sediment Control Plan applicable to the Units.

1.4 In order to pay the costs of discharging the obligations of the Association, the owner(s) of each Unit shall be subject to a monthly assessment as reasonably established by the Declarant (or the Association once so established) as further provided in the Bylaws. Such payment is to be made at the address designated by the Declarant or Association, as the case may be. All Units, including but not limited to those owned by Declarant, shall be exempt from paying monthly assessments until the sooner of (1) the date a certificate of occupancy is issued for a dwelling unit, or (2) three (3) years after the date a Unit was first conveyed by Declarant to any other party.

All charges assessed hereunder shall be payable monthly on the first day of the month and shall bear interest at the rate of 12% per annum from 30 days after the due date and shall constitute a lien upon the Unit enforceable in the same manner as provided by Maine law and practice for the enforcement of real estate mortgages in default, including the obligation to pay reasonable costs and fees, including reasonable attorneys fees, for collecting such charges and protecting and enforcing the lien thereof. Said monthly assessments shall be applied to those expenses appropriate to the administration of the terms and provisions of the within Declaration, including, but not limited to, the performance and enforcement of the agreements, covenants, reservations, easements, charges and restrictions as contained herein and the costs, expenses and legal fees relating to the formation, administration and activities of the Association. Once said Association has been formed as provided by Paragraph 1.2 and the exempt period for payment of assessments, as described above, has expired, the amount of the monthly assessment and any special assessments shall be established in accordance with the Bylaws. The Bylaws shall allow for expenses which benefit fewer than all of the Units to be assessed exclusively against the benefited Unit or Units.

ARTICLE 2
IN OR WITH RESPECT TO THE UNITS AND COMMON AREAS

2.1 No structure of any kind, including, without limitation, a residential dwelling, accessory building, addition, fence, or other yard structure, shall be constructed, nor shall any alteration or addition or change to the exterior of a structure be made, nor shall any driveway access cut be made unless complete plans, specifications and site plans therefor shall have been submitted to and approved in writing by the Declarant or the Association, as the case may be, and a copy of such plans, specifications, and site plan as finally approved, deposited with the Declarant or the Association.

2.2 The Declarant or the Association may adopt and amend Bylaws and reasonable rules and regulations regulating, among other things, buildings, drives, fences, sheds, pools, signs, canopies, antennas, clotheslines and any other structures or things which affect the appearance from the exterior of buildings. Owners of a Unit shall not construct, install, use or erect anything to alter the appearance of a Unit or the buildings thereon, except as permitted by such rules and regulations which shall be consistent with the minimum requirements as follows:

(a) Structures. No building or other structure of any kind other than a single-family residence, separate storage shed, or barn shall be erected. Outbuildings may only be erected when associated with a residence. All dwelling houses shall have at least 800 square feet of living space (the term living space shall not include any garage, basement or any unheated area). No structure may be erected, altered or maintained on any Unit in violation of the rules and regulations and all permanent structures must receive approval from the Declarant or the Board of Directors of the Association prior to being built.

(b) Single Family Residence. The premises shall be used only for single-family residential purposes, and, without limitation, no commercial, industrial, business, or farming use or enterprise of any nature or description shall be carried on at the premises, other than a home office which is not advertised with any sign on the premises and which does not permit clients or customers to come to the residence on a regular basis.

(c) Conformance with Code. All residential structures and outbuildings shall conform to the ordinances of the Town of Old Orchard Beach, provided however, that the exterior of every dwelling house must be completed, including painting or staining and landscaping, within one (1) year from the date construction is started on the building or structure.

(d) Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be used as a residence, except the Declarant or its designees may use any Unit or improvement thereon owned or leased by it as a model home and for sales and/or construction offices.

(e) Machinery/Commercial Vehicles. No machinery, unregistered motor vehicles, recreational vehicles, commercial vehicles exceeding a one ton truck, or equipment of any kind shall be placed, operated or maintained upon a Unit except such machinery or equipment as is usual and customary in connection with and during the use, maintenance or

construction of a residence;

(f) Grounds Maintenance/Trash. No dead trees or other unsightly growth shall be permitted to remain on any part of the premises, and no refuse pile or unsightly object shall be allowed to be placed or permitted to remain on any part of the premises. No lumber, metal, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate unless it is kept or stored in sanitary containers, except for building materials used during the course of construction of any approved dwelling or permitted structure. No Area shall be used or maintained as a dumping ground for any material. During the construction of any alteration on a Unit the Owner shall keep the construction site free of rubbish and scrap, and construction materials and trailers employed in connection with such construction shall be kept in a neat and orderly manner. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and recurring basis shall be placed into the on-site dumpster. No storage of trash shall occur in and around any unit.

(g) Motor Vehicles. All authorized motor vehicles shall be stored or parked only in a garage or parking areas. All such vehicles shall be properly registered and no vehicle repairs, except those of a minor nature, such as tire or oil changes, shall be permitted on any of the common areas. No overnight parking of any vehicle shall be allowed on the common roadways, and any temporary parking on the common roadway shall be allowed only if such parking does not interfere with other users' use of parking spaces.

(h) Large Vehicles, etc. No house trailer, commercial truck, recreational vehicle, camper, non-passenger vehicle, boats, boat trailers or any similar vehicles items shall be stored, parked or repaired, except for minor repairs such as a tire change, in any roadway, or in the open unless parked or stored there on a temporary basis. The term "temporary" shall be as determined by the Association's Board of Directors but shall generally be no longer than three (3) days.

(i) Declarant's Reservation. Nothing in this Declaration shall prohibit or restrict the Declarant or its designees during the development of the property from operating, parking, maintaining or otherwise using a vehicle anywhere in the property.

(j) Structures No structure may be erected, altered or maintained in violation of the rules and regulations and all permanent structures must receive approval from the Board of Directors of the Association prior to being built.

(k) Model Home Use. Anything contained in this Declaration to the contrary notwithstanding, any Unit owned or leased by the Declarant or its designee may be used by Declarant or its designee for model home purposes or for the maintenance of a sales and/or construction office. Declarant shall be entitled to conduct all activities normally associated with the development of the property on any Unit it owns.

(l) Traffic View. No improvement, planting, shrubbery or any other obstruction shall be placed so as to block the clear view of traffic on any street, including, without limitation, any planting that will exceed three (3) feet in height within a depth of fifteen (15) feet from any street abutting

a corner Unit (with the exception of shade trees which shall be pruned to the height of eight (8) feet).

(m) Front Lawn. The area within the front of the dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.

(n) Fences. Notwithstanding anything to the contrary contained herein, no fence, enclosure, retaining wall or the like, other than an invisible fence, shall be erected without the prior approval of the Board of Directors, which consent shall not unreasonably be withheld. Fences shall not exceed six (6) feet in height, and shall not impede surface drainage. The height restriction shall not apply to enclosures of rear patios, and shall not apply to retaining walls required by topography. The Board of Directors of the Association shall not approve any fence which does not meet minimum municipal requirements, if any. No chain link or stockade fence of any kind shall be approved.

(o) Pets. Only domesticated household pets such as dogs, cats, birds, fish, hamsters, guinea pigs and the like shall be allowed to be kept by an Owner on the Property, and all such pets are to be housed in an Owner's residence, except when: leased; under direct supervision and/or voice control of the pet's owner; or maintained within the confines of a fence which has been approved by the Board of Directors

(p) Open Space. All unit owners shall be responsible for maintenance, improvements and enjoyment of the dedicated Open Space shown on the Condominium Plan. All costs and fees for this shall be part of the Homeowners Association assessment.

2.3 Construction of buildings shall proceed diligently to completion, and shall be substantially completed on or before one (1) year next following the date on which construction is started. Construction between sunset and sunrise shall be limited to interior work producing no noise audible off site. During construction, unstacked materials and debris shall not be allowed to accumulate unreasonably. Notwithstanding any other provisions hereof, temporary structures or mobile offices or trailers for the purposes of development, construction or sales, or signs for marketing property or identifying performing contractors shall be permitted either by, or with the written permission of, Declarant or the Association when appropriate to the reasonable convenience of those performing such functions and so located and maintained as to minimize adverse aesthetic impact.

2.4 The structure and landscaped areas of all Units shall be maintained in a neat and attractive manner, free of unsightly dead trees or plants, trash, junk, debris and garbage. Each Owner shall keep and maintain his Unit and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the structure and landscaped areas. In addition, each Owner shall be responsible for all damage to any other Unit resulting from the failure or negligence to make any of the repairs required by this Section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners.

2.5 The following covenants, conditions and easements are hereby created:

(a) The Declarant, each Unit, and each Owner shall have an easement in common with all other Owners to use all common pipes, wires, ducts, cables, conduits, public utility lines, stormwater, erosion and sediment control facilities, and other like improvements serving a Unit and located in any of the other common areas, or open space. Each Unit shall be subject to an easement in favor of all other Owners to use the common pipes, ducts, cables, wires, conduits, public utility lines, stormwater, erosion and sediment control facilities, and other like improvements serving such other Units and located in or on such Unit. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through common areas for such purposes as are reasonably necessary or useful for the proper maintenance of such common utilities.

(b) Each Owner shall have an easement, subject to any rules and regulations established by the Association, in common with all other Owners to use the roads depicted on the Plan as a means of ingress, egress and regress to and from the property, a Unit, and the adjoining public streets. The Association shall not and cannot establish any rules and regulations depriving any Owner of reasonable ingress, egress and regress to and from the Unit, the Property and the adjoining public streets.

(c) Declarant reserves in favor of themselves, the Association and its officers, agents and employees, and every other person authorized by the Association, the irrevocable right and easement to have access to each Unit as may be necessary for the inspection, maintenance, repair or replacement of any common utilities, including but not limited to stormwater, erosion and sediment control facilities, or the making of any addition or improvements thereto; or to make such repairs as are required hereunder or are reasonably necessary for public safety or to prevent damage to the Property or any other Unit; or to abate any violation of law, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof, including but not limited to stormwater, erosion and sediment control facilities, or for carrying out any of the rights and duties of the Declarant and the Association. In case of an emergency, such right of entry shall be immediate whether or not the Owner is present at the time.

(d) In addition to any covenants, conditions and easements created in this Declaration, all Units shall be subject to any easement, restriction, limitation, or notation of any kind or nature whatsoever as depicted on: Standard Boundary Survey & Existing Conditions Plan, 164 Saco Ave., Old Orchard Beach, Maine, dated December 2015, prepared by BH2M, respectively; and the plan entitled "Final Plan, Church Street Station", dated _____, last revised on _____, by BH2M Engineers, recorded in the York Registry of Deeds in _____, as the same may be amended from time-to-time.

(e) Declarant reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that Declarant shall be responsible for the cost of service so used, and to use the road for ingress and egress and construction activities, and to use the open space for the storage of construction materials and equipment used in the completion of the infrastructure and

structures on the Units. This easement shall continue to benefit Declarant, not the Association, until all Units have been conveyed to Owners other than the Declarant.

(f) The Declarant reserves the right with respect to its marketing of Units to use the Property for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any homes owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices for this project. The Declarant reserves the right to relocate same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as 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 the Declarant. The Declarant shall have the right to erect on the Property temporary offices for models, sales management, customer service and similar purposes, which may be of such types and sizes as Declarant may deem appropriate and which may be relocated or removed, all at the sole discretion of Declarant. The easements reserved by Declarant herein shall continue until the Declarant has conveyed all Units to Owners other than the Declarant. This section, and the other sections of this Declaration benefiting the Declarant, shall not be amended without the written consent of the Declarant.

2.6 It is further expressly provided that the aforementioned agreements, covenants, reservation, easements, charges and restrictions established pursuant to this Article 2 are to run with the land and be effective in perpetuity unless revoked or amended by vote of eighty percent (80%) of the Owners as evidenced by a certificate recorded in the York Registry of Deeds. Provided, however, that no revocation or amendment shall be effective without the express written consent of the Declarant, until Declarant has conveyed all Unit Sites to Owners other than the Declarant. Provided, further, no revocation or amendment shall materially change or otherwise limit any rights-of-way, easements, or other uses of land established by grant of record or evidenced by use or the presence of improvements or delineation on any map or other instrument of record, without the consent of all Owners as evidenced by a certificate recorded in the York Registry of Deeds.

ARTICLE 3 **ADMINISTRATIVE PROVISIONS**

3.1 Except as provided below, the provisions of the within Declaration may be modified, amended or revoked, in whole or in part, by a written instrument executed by unanimous vote of the Declarant and duly recorded at the York County Registry of Deeds at any time prior to the formation of the Association pursuant to Paragraph 1.2; subsequent to the formation of the Association, the provisions of the within Declaration may be modified, amended or revoked, in whole or in part, upon the written consent of eighty percent (80%) of the owners. Provided, however, that no revocation or amendment shall be effective without the written consent of the Declarant until all Units have been conveyed to Owners other than the Declarant.

3.2 The liens referenced in Paragraph 1.4 hereof may be enforced by the Association in case of non-payment when due, by sale of or levy against the premises subject thereto, in any manner provided under Maine law for foreclosure of mortgages, providing that notice of the commencement of such proceedings or an affidavit of such is recorded in the York County Registry of Deeds within two (2) years after the date on which payment is first due. However, notwithstanding the provisions hereof, Declarant shall in no event be liable to any party for any loss, injury or damage to any entity or person occasioned by any failure of enforcement thereof. The Association shall, upon written request, issue a certificate setting forth the current status of any liens pursuant to Paragraph 1.4 with respect to any Unit, and such certificate shall, when recorded in the York County Registry of Deeds, be binding upon the Association as of the date of such recording(?).

3.3 All notices and requests directed to the Declarant shall be addressed to the Declarant at [REDACTED], Old Orchard Beach, ME 04064, or to such other address as may hereinafter be designated by the Declarant in notices directed to an Owner addressed to the residence owned or to any other address designated by such Owner in writing received by Declarant.

3.4 In addition to those otherwise provided by law, enforcement of the provisions of these covenants by the Declarant or the Association shall include the following remedies:

(a) In any legal action filed by the Declarant or the Association against another party alleged to be in breach of this Declaration or Bylaws (?), the Declarant or the Association, if it prevails, shall be entitled to an award by the Court of reasonable legal fees (including charges for paralegal assistance) and costs and expenses of suit in addition to such damages, injunctive relief or orders which a court may determine;

(b) If any assessment, special assessment or other charges payable to the Association pursuant to this Declaration or Bylaws are not paid on the date due as provided herein, then such assessments and charges shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided in Section 1.4, thereupon become a continuing lien upon the Unit against which such assessments and charges are made and shall bind such Unit in the hands of the then Owner, his heirs, legal representatives, successors and assigns. Such lien shall be prior to all other liens except: (i) tax or assessment liens on the Unit by the taxing division of any governmental authority, including but not limited to State, County, Town and School District taxing agencies, and (ii) all sums unpaid on any first mortgage of record encumbering the Unit.]

3.5 If any easement, covenant, restriction, agreement or provision herein contained shall be held invalid by any court of proper jurisdiction, such invalidity shall in no way affect any other easement, covenant, restriction, agreement or provision herein contained.

3.6 Nothing in these restrictions shall operate in any way to restrict the Declarant or any person, firm, or corporation, while acting on behalf of the Declarant in its real estate and development business during the course of the development of the Property.

3.7 The term “Declarant” shall mean the undersigned or its successors and assigns. The Declarant reserves the right to assign any or all of its rights and obligations set forth in this Declaration to a third party who shall, for all such powers and purposes granted by the Declarant, be deemed the Declarant hereunder.

3.8 No provision in this Declaration is intended to be in violation of any charter, regulation or ordinance of the Town of Old Orchard Beach or State statute, regulation or law, and interpretation of the provisions hereof shall be made accordingly.

3.9 As used herein, the term “Owner” or “Owner(s)” shall not include a mortgagee of any Unit or Units until such time as such mortgagee shall have obtained both legal and equitable title to such Units through foreclosure, deed in lieu of foreclosure or otherwise, and then such mortgagee shall be liable only for its pro-rata share of such assessments accruing after that time.

3.10 The within Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Maine.

3.11 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 nor the intent of any provision hereof.

3.12 The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

3.13 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 which may occur.

3.14 No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to a Unit without including therein the appurtenant interests set forth in this Declaration, it being the intention hereof to prevent any severance herefrom. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted that were not otherwise excepted or reserved, even though the latter shall not be expressly mentioned or described therein. No part of such appurtenant interests of any Unit may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the appurtenant interests of all Units.

IN WITNESS WHEREOF, the Declarant, Church Street, LLC, has caused this Declaration to be executed as of the day and date first above written.

Witness

Church Street, LLC

By: Jason Stoddard

Its:

STATE OF MAINE

COUNTY OF _____

_____, 2016

Personally appeared the above named Jason Stoddard in his capacity as the manager of Church Street, LLC, and acknowledged the foregoing instrument to be his free act in his said capacity, and the free act and deed of Church Street, LLC.

Notary Public/Attorney-at-Law

Printed Name: _____

My commission expires: