NANCY E HAMMOND, REGISTER OF DEEDS
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THE COTTAGES AT COASTAL PINES SUBDIVISION
Declaration of Covenants and Easements

This Declaration of Covenants and Easements for The Cottages at Coastal Pines Subdivision is made this 9th day of December, 2021 by Cottage Advisors ME, LLC (the "Declarant") having a mailing address of P. O. Box 2005, Wells, Maine 04090.

WHEREAS, Declarant is the owner of certain real property (the "Property") situated northwesterly of Warrens Way in the Town of Kennebunk, County of York and State of Maine, being the same premises conveyed to Declarant by Warranty Deed of Robert C. Fortier dated October 4, 2021, and recorded in the York County Registry of Deeds in Book 18854, Page 75 (the "Deed");

WHEREAS, Declarant has created a 25-lot residential subdivision sometimes referred to as "The Cottages at Coastal Pines" (hereinafter "Coastal Pines") on the Property as shown on an Amended Subdivision Plan entitled "The Cottages at Coastal Pines, Warrens Way, Kennebunk, Maine 04043", Prepared for Declarant by Walsh Engineering Associates, Inc., revised as of November 15, 2021, and recorded in said Registry in Plan Book 420, Pages 25-26 (the "Plan");

WHEREAS, The Cottages at Coastal Pines Homeowners Association (the "Association"), a Maine nonprofit corporation, has been or shall be formed for the purpose of managing and overseeing that portion of the Property other than the Lots (as hereinafter defined) to be conveyed to Lot owners pursuant to these Covenants, and the Association's Articles of Incorporation and Bylaws;

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on a 40' by 100' portion of Lots 9 and 10 as shown on the Plan (the "Restricted Buffer Area") and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP ") all as more particularly described in Article II-A hereinbelow; and

WHEREAS, Declarant desires that additional portions of the Property be burdened and benefitted by certain covenants and easements as described here;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants and easements set forth hereinbelow.

ARTICLE I
RESTRICTIVE COVENANTS

Each conveyance of a numbered lot shown on the Plan (a "Lot") shall be subject to the following restrictive covenants:

a) All development on or within Coastal Pines must be in accordance with Town of Kennebunk zoning ordinance and must conform to the terms of Planning Board approval. Outbuildings may only be erected when associated with a residence.

b) Each Lot may be used only for single family residential purposes and, without limitation, no commercial, industrial, business, farming or animal husbandry use or enterprise of any nature or description shall be permitted on a Lot. Leases or rentals are not prohibited, however, the term of any such lease or rental in connection with a Lot shall not be for less than 6 months. Short-term rentals for any period less than 6 months are specifically prohibited.

c) No machinery, unregistered motor vehicles, commercial vehicles exceeding a one ton truck, or equipment of any kind shall be placed, operated, or maintained upon a Lot except such machinery or equipment as is usual and customary in connection with and during the use, maintenance, or construction of a residence.

d) No structure of a temporary character, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn, or outbuilding, shall be used as a residence on any Lot.

e) No poultry, swine, dog kennels, or livestock shall be kept or maintained on any Lot except household pets, such as dogs, cats, or birds, are permitted. Animals shall not be housed or penned outdoors overnight.

f) All residential structures and accessory outbuildings constructed on a Lot shall conform to the codes, ordinances, and regulations of the Town of Kennebunk and all applicable state, federal, and administrative statutes and regulations.

g) The exterior of every dwelling house and accessory outbuilding on a Lot must be completed, including painting or staining and landscaping, within one year from the date construction is started.

h) No dead trees or other unsightly growth shall be permitted to remain on any Lot. No refuse pile or unsightly object shall be allowed to be placed on any Lot. No lawn ornaments, statuary, monuments, or the like shall be allowed to be placed on any Lot. All clotheslines, screen houses, swing sets, playgrounds, playhouses, and the like shall be screened from public view. Rubbish or waste containers must be enclosed and screened from public view. Open compost piles are not permitted on any Lot.

i) Lot owners shall be responsible for keeping their Lots and any improvements located thereon in good order and repair and free of debris, which shall include, without limitation, the regular mowing of lawns, the pruning of trees and shrubbery, and the painting or other external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

j) Only organic fertilizers, herbicides, and pesticides are permitted to be used on any Lot or anywhere else on the Property.

k) No signs shall be erected or placed on any Lot except "for sale" or "for rent" signs of reasonable size, type, and appearance.

l) No noxious or offensive acts shall be carried on upon any Lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

ARTICLE II
EASEMENT RIGHTS AND ENCUMBRANCES

Each Lot in Coastal Pines is benefitted or burdened by the easements and restrictions noted on the Plan including the following:

a) Each Lot is benefitted by an easement for ingress and egress over, and the installation and maintenance of utilities in, on, and over, all roads shown on the Plan, including Adena Way, Belfast Lane, and Camden Drive, which includes a 55-foot wide right of way as more particularly described in the Deed for purposes of ingress and egress, and a utility easement for the installation and maintenance of utilities, extending from the northwesterly side of Pleasant Street (a/k/a Warrens Way) to the said roads.

b) Each Lot is benefitted by a 10-foot wide Pedestrian Access Easement to School Fields shown on the Plan, which easement burdens Lot 12;

c) Each Lot is benefitted by a 10-foot wide Access Easement to Open Space, which easement burdens Lots 9 and 10;

d) All Lots are benefitted by the drainage easement or easements depicted on the Plan and each Lot is so burdened to the extent the Plan so depicts such easement as burdening any such Lot for the drainage of water under and over such easement area and the installation, maintenance and repair of such easement area, including but not limited to the installation, maintenance and repair of any surface area, gravel wetland, swale, culvert, level spreader, wooded storm water buffer, or other such drainage facility, including the drainage easements on Lots 1, 2, 9, 10, 20, 21, 22, 23, 24, and 25, and the 15-foot foundation drain easement on Lots 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, and 23;

e) Lots 10, 11, 12, and 13 are burdened by a 15-foot Natural Wooded Buffer benefitting Regional School Unit #21;

f) Lots 9 and 10 are burdened by a 40-foot by 100-foot Wooded Stormwater Buffer as shown on the Plan and as more particularly described in Article II-A;

g) Lots 9 and 10 and a portion of Belfast Circle are burdened by a 30-foot wide Existing Sewer Easement as shown and noted on the Plan;

h) Lots 20 and 25 are burdened by a 25-foot No-Disturb Buffer benefitting adjacent land now or formerly of Marcus W. Chanonhouse as more particularly described in an instrument recorded in said Registry in Book 18798, Page 805;

i) Each Lot and the Property are subject to the Findings of Fact and Order of the State of Maine Department of Environmental Protection, Stormwater Management Law date July 14, 2021,

recorded in said Registry in Book 18750, Page 522, and thereafter amended by Transfer Findings of Fact and Order dated October 26, 2021;

j) Each Lot and the Property are subject to all such other easements, buffers, setbacks, and other matters as noted or delineated on the Plan.

The following additional easements and restrictions are hereby created:

a) Declarant reserves to itself, its successors, and assigns, the exclusive right to erect, place, and maintain such facilities in or upon any Lot or the Property as in its sole discretion may be necessary or convenient while selling other Lots. Such facilities include, but are not limited to, sale and construction offices, storage areas, model units, signs, and portable toilet facilities.

b) The Property shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies, and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this paragraph shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency the authority to install, lay, maintain, repair, relocate and replace water mains and pipes, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through, along, and on the Property. Notwithstanding the foregoing provisions of this Article, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant or so as not to materially interfere with the use or occupancy of the Lot by its occupants.

c) The Declarant reserves, for as long as it owns any Lot, an easement on, over, and under those portions of the Property not located within a building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this paragraph expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant shall restore the affected property, as closely to its original condition as is practicable.

d) The Lots shall be and hereby are made subject to an easement in favor of the Declarant and the agents, employees, and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair, and replacement, if applicable, of the Lots and any improvements and fixtures located thereon, pursuant to its right to enforce the provisions of this Declaration.

e) The Declarant hereby reserves for itself and The Cottages at Coastal Pines Homeowners Association, Inc., as described in Article III herein, a certain right and easement to pass and repass on foot or vehicle over any road, easement, right of way, buffer, or open space shown on the Plan with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace, and remove fill, gravel, or other facilities and appurtenances intended to facilitate such areas and the Property as required herein or as required by a condition imposed by the Town of Kennebunk, State of Maine, or other governmental body.

f) So long as the Declarant has title to any portion of the Property, the Declarant reserves the right to grant to any third party any license or easement in, on, over, or through the Property, in

addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary or desirable for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at his sole cost and expense.

ARTICLE II-A
RESTRICTED BUFFER AREA

The restrictions described herein are adopted pursuant to the terms of the Maine DEP Stormwater Management Law Findings of Fact and Order recorded in the York County Registry of Deeds in Book 18750, Page 522:

Declarant hereby declares that a portion of Lots 9 and 10, specifically the Restricted Buffer Area or Wooded Stormwater Buffer as shown on the Plan, is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Restricted Buffer Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the restrictions set forth herein and shall agree to be bound by, to comply with and to be subject to each and every one of the restrictions hereinafter set forth ("Restrictions").

1. **Restrictions on Restricted Buffer Area**. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.

a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored, or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;

b. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:

(i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees" is defined as maintaining a minimum rating score of 24 points in any 25-foot by 50-foot rectangle (1,250 square feet) area, as determined by the rating scheme in Table 11:

Table 11.
Point System for Determining an Evenly Distributed Stand of Trees

Diameter of tree at 4½ feet above ground level	Points
2 - 4 inches	1
4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown, or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

(ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;

c. No building or other temporary or permanent structure may be constructed, placed, or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole (whether constructed of wood, steel, or other materials), and appurtenant equipment such as guys and guy anchors, or fence;

d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area;

e. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

2. **Enforcement**. The MDEP may enforce any of the Restrictions set forth in Article II-A, Section 1, above.

3. **Binding Effect**. The restrictions set forth in this Article II-A shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such owner's property.

4. **Amendment**. Any provision contained in this Article II-A may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.

5. **Effective Provisions of Declaration**. Each provision of this Article II-A, and any agreement, promise, covenant and undertaking to comply with each provision of this Article II-A, shall be deemed a land use restriction running with the land as a burden and upon the title to the Restricted Buffer Area.

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

7. **Governing Law**. This Article II-A shall be governed by and interpreted in accordance with the laws of the State of Maine.

(remainder of page intentionally blank; Article III begins on next page)

ARTICLE III
THE COTTAGES AT COASTAL PINES HOMEOWNERS ASSOCIATION, INC.

a) In order to provide for the proficient and effective administration of the Property by the Lot owners, a non-profit corporation known and designated as The Cottages at Coastal Pines Homeowners Association, Inc. (the "Association"), has been or shall be organized under the laws of the State of Maine, and said corporation shall administer the operation and management of the Property and undertake and perform all actions and duties incident thereto and in accordance with the terms, provision and conditions of this Declaration and in accordance with the terms of the Articles of Incorporation of the Association, its Bylaws, and such Rules and Regulations promulgated by the Association from time to time.

b) The record owners of Lots shall be Members of the Association. Membership shall be established by acquisition of ownership of fee title to a Lot and the recordation in the York County Registry of Deeds of the deed or other instrument establishing such acquisition and designating the Lot affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a Member of the Association and the membership of the prior owner or owners as to the Lot designated shall be irrevocably and automatically terminated.

c) On all matters to which the Members of the Association shall be entitled to vote, there shall be only one vote for each Lot. When more than one Lot owner holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine by majority, but in no event shall more than one vote be cast with respect to any Lot. If the Lot owners disagree equally, one half vote shall be voted for the pending issue, and one half vote shall be voted against it.

d) Notwithstanding the foregoing or anything contained in this Declaration to the contrary, Declarant shall have the sole and exclusive right to appoint officers and directors of the Association so long as the Declarant has title to any portion of the Property or until Declarant voluntarily transfers control of the Association to the Members, whichever occurs first. During the period of control as set forth herein, Members of the Association, otherwise qualified hereunder, shall have non-voting membership, unless the provisions of this sentence expressly are waived relative to a particular issue by a writing signed by the Declarant.

(remainder of page intentionally blank; Article IV begins on next page)

ARTICLE IV
RESPONSIBILITIES OF THE ASSOCIATION

a) At the election of the Declarant, the Association shall accept the conveyance of title to the fee interest in and to the roads, open space, any common areas shown on the Plan, and any area not conveyed or to be conveyed as a Lot, together with title to, rights in and to, and obligations under any such easements as shown on the Plan.

b) The Declarant reserves the right and the Association shall have the right to offer Adena Way, Belfast Lane, and Camden Drive (the "Roads") to the Town of Kennebunk to be accepted as public ways. Until such time as the Roads are accepted by the Town of Kennebunk as public ways, the Association shall be responsible for maintenance of the Roads, including maintenance of any sidewalks, lighting, landscaping, catch basins, drain pipes and other drainage facilities located within the boundaries of the Roads as shown on the Plan. Maintenance of the Roads and sidewalks shall include, but not be limited to, snow plowing, cleaning, repairing, repaving and such similar responsibilities.

c) Regardless of whether the Town of Kennebunk accepts the Roads as public ways, the Association shall be responsible for:

   i. The maintenance and repair of all drainage easement areas located outside the boundaries of the Roads, including but not limited to the maintenance and repair of any surface area, gravel wetland, swale, culvert, level spreader, wooded storm water buffer, or other such drainage facility as shown on the Plan or required by the Town of Kennebunk, State of Maine, or any other governmental body;

   ii. The maintenance and repair of the 10-foot wide Pedestrian Right of Way to Access Schools Fields and 10-foot wide Access Easement to Open Space as shown the Plan; which maintenance shall include, but not be limited to, snow removal and keeping such areas open and passable for travel by foot;

   iii. The maintenance and use of the Open Space area shown on the Plan, specifically including ensuring that no temporary or permanent storage or personal property, such as, but not limited to, boats, recreational vehicles, building materials or rubbish, are permitted to be stored on or left upon the Open Space area.

d) In the event that damage to a road, sidewalk, easement area, drainage facility, lighting structure, landscaping area or any other item for which the Association is responsible is caused by negligent or intentional acts of a particular Lot owner, or such Lot owner's guest or invitee, that Lot owner shall be responsible for the costs of repairing such damage and the Association shall have the right to assess to such Lot owner any such costs incurred by the Association.

e) Each Lot owner who has acquired a Lot from Declarant, its successors or assigns, on or after the date hereof shall be responsible for a proportionate share of the maintenance and repair expenses of the Association. All payments shall be made within thirty (30) days after receipt of a bill for work done. The Association shall have the option of levying periodic assessments against the responsible Lots for the prepayment of such expenses by estimating the common expenses and establishing a budget for the following calendar year and presenting such estimate and budget to

the members at the Association's annual meeting for such calendar year. This shall be accomplished no later than thirty (30) days prior to each annual meeting of the Members of the Association. The assessment required to meet annual estimated common expenses for each calendar year and the payment schedule shall be approved by the Members of the Association at their annual meeting. For any Lots retained by the Declarant, it shall have no obligation to pay a proportionate share of expenses after the date Declarant has released control of the Association to its members, unless Declarant shall have completed construction of a single family home thereon and obtained a valid occupancy certificate therefor.

f) Each Lot owner's proportionate share of the reasonable charges for the work undertaken pursuant to these provisions or of any assessment established by the Association as set forth above, shall constitute a debt owed to the Association which may be collected in any court of competent jurisdiction of this State, and said debt shall constitute a lien upon the Lot or Lots owned by the party failing to contribute such party's proportionate share of the cost. The lien established hereby may be enforced by the Association, employing any legal or equitable remedies, including without limitation, an action to enforce a mechanics lien pursuant to the procedure set forth in Title 10 of M.R.S.A. § 3251, et seq., together with pre-judgment and post-judgment interest, and costs of collection and reasonable attorney's fees.

ARTICLE V
ENFORCEMENT

Each Lot owner shall comply with the covenants set forth in this Declaration. Any failure to so comply shall be grounds for an action against the Lot owner to recover damages or for injunctive relief or both, including reasonable attorney's fees incurred by the prevailing party in such enforcement action. Such action may be maintained by the Declarant or the Association.

ARTICLE VI
ADDITIONAL DECLARANT RIGHTS

During any period in which the Declarant owns any portion of the Property, in addition to any rights reserved above, the Declarant further reserves the right to:

a) Change the size, number, and location of Lots and other improvements, and the size, layout, and location of any Lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default under a purchase and sale agreement. The change or changes shall be effective upon the recording by the Declarant of an amendment to this Declaration and/or the recording by the Declarant of the modified plan indicating the changes made.

b) Locate on the Property, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation, maintenance, repair, and replacement of utilities and any related facility.

c) Connect with and make use of utility lines, wires, pipes, and conduits located on the Property for construction and sale purposes, provided that the Declarant shall be responsible for the cost of

service so used.

d) Use the ways shown on the Plan for ingress and egress and use the Property for the storage of construction materials and equipment used in the completion of the project.

e) Direct the improvement, widening, or maintenance of the Roads, and direct the improvement or maintenance of any easement or common area shown on the Plan.

f) Transfer Declarant's rights hereunder to any other person or entity.

ARTICLE VII
AMENDMENT

a) During any period in which the Declarant owns any portion of the Property, the Declarant may amend this Declaration at any time with or without the consent of any Lot owner or the Association.

b) The Declaration may otherwise be amended from time to time, but only by a vote of not less than 68% of the Members of the Association entitled to vote. Upon passage, the passed amendment shall be accompanied by a certificate of the Secretary of the Association that such a vote was cast at a duly called and held meeting of the Members of the Association. However, during any period in which the Declarant owns any portion of the Property, no amendment to this Declaration shall be effective, unless joined by the Declarant.

c) In order to be effective, any amendment to the Declaration must be recorded in the York County Registry of Deeds.

d) Notwithstanding the foregoing, no amendment shall be effective if it violates any condition imposed on the Property by the Town of Kennebunk, State of Maine, or any governmental body.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed as of this 9th day of December, 2021.

Cottage Advisors ME, LLC

Witness

By: _____
Howard J. Hall, Manager

STATE OF MAINE
YORK, ss.

December 9, 2021

Then personally appeared the above named Howard J. Hall and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Cottage Advisors ME, LLC.

Before me,

Joan M. Hunnewell
A Notary Public of Maine
My Commission Expires May 4, 2022