Red Oak Subdivision Phase III Homeowners' Association,
Old Orchard Beach, Maine

HOA LOT RESTRICTIONS – SHORT FORM
(see HOA CC&R and Bylaws for full rules and restrictions)

ARTICLE I
Definitions

1. Association. "Association" shall mean and refer to the Red Oak Subdivision Phase III Home Owners Association which shall be known by the name "Sea Oaks Homeowners Association", a Maine non-profit corporation, its successors and assigns.

2. Building. "Building" shall mean and refer to any residential structure or similar improvement.

3. Common Expenses. "Common Expenses" shall mean and refer to expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

4. Declarant. "Declarant" shall mean and refer to Sea Oaks, LLC, and shall also include its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development,and (b) an assignment or partial assignment of Declarant's rights hereunder.

5. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

6. Developer. "Developer" shall mean and refer to any person, partnership, corporation, or other legal entity, or their successors or assigns, who acquires property within the community for the purpose of developing, constructing, and marketing residential, commercial, or mixed-use structures, and who is responsible for the planning, improvement, construction, and initial sale or lease of such properties. The Developer may also be referred to as the Declarant, where applicable.

7. Lot. "Lot" shall mean and refer to the House Lots numbered 301 - 306, and 309 -321, located on Red Oak Drive, all being more particularly shown on the plan entitled, "Red Oak Subdivision Phase III Amended Plan" dated December 22, 2023.

8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any and all lots which are part of the property for the purposes of this Declaration. " Owner" shall include contract sellers but shall excluded those having such interest merely as security for the performance of an obligation

9. Road. "Road" shall mean and refer to the subdivision road referenced as "Red Oak Drive" and "Bordeaux Drive" as shown on the Plan, and related utility, access and drainage easement areas designated on the Plan.

10. Structure. "Structure" shall mean any object constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location or in the ground.

ARTICLE II.
Protective Covenants and Restrictions

Each Lot is hereby made subject to the following protective covenants and restrictions:

1. Residential Use. Each Lot shall be used for one single family residential purposes only and shall comply with the Town of Old Orchard Beach overlay zoning district. No Lot owner shall reside in any trailer, mobile home, or other temporary structure on such land or allow others to do so. No trade business, or commercial activity of any nature shall be conducted on such lot except for the purpose of a home office, provided however, that any such use complies with all applicable state and local laws and ordinances. Declarant and/or its assigns may maintain a sales, leasing, and management office on any unsold lot and may use unsold lots for display and marketing purposes.

2. Building. All buildings shall be subject to the following restrictions:

a. All buildings or other structures shall have the roof and outside finish completed within one (1) year after construction has begun. All landscaping and driveway surfacing shall be completed within one (1) year after occupancy of the dwelling. All driveways must have at least one (1) layer of hot bituminous asphalt.
b. No cyclone-type fencing is allowed under any circumstances.
c. Any damage to sidewalks, roads, curbing, utility lines, drainage swales, and landscaping caused by any Lot owner or his/her contractor shall be promptly repaired at the sole cost and expense of such Lot owner, within six (6) weeks of damage, but considering weather conditions.

3. Easements. The property is subject to all easements shown on the Plan, said easements being for the benefit of the Declarant, its successorsand assigns, the Association, the Town of Old Orchard Beach and third-party public utilities to construct, maintain, alter and repair any culverts, swales, pipes, or other facilities necessary for adequate drainage.

4. Minimum Building Requirements and Restrictions. Each home located on a Lot shall be subject to the following design standards:

a. Shall contain no less than two thousand (2,000) square feet of finished living area, exclusive of garages, porches, and unfinished basements;
b. Shall contain no less than three (3) bedrooms;
c. Shall contain no less than two and a half (2 ½) bathrooms;
d. Color palette of all exterior components of the building, deck, and/or shed are subject to approval by the Declarant;
e. Final design approval of the home and any additional structures, or sheds to be built on

a Lot are subject to approval by the Declarant.

f. No construction shall commence on any dwelling or accessory structure unless and until the final construction drawings/blueprints/architectural plans and/or specifications have been submitted in writing to the Declarant, and approved in writing by the Declarant. Such submission shall be made no less than ninety (90) days prior to the proposed commencement of construction. The Declarant shall then have a period of thirty (30) days from the date of receipt of such submission to either approve the plans or provide a written list of required alterations.

g. Any back yard shed to be placed on a Lot must be placed in the rear of the lot so that it is not visible from the street;

h. Chain link fences and cyclone fences are prohibited on the property;

i. Fencing installed to the rear of the dwelling shall not exceed six (6) feet in height, measured from the natural grade.

j. Fencing located in front of the dwelling, or otherwise visible from Red Oak Drive, shall not exceed four (4) feet in height, measured from the natural grade.

5. Signage. No sign of any nature or description shall be displayed or placed on any Lot, except for signs with a total surface area not exceeding two (2) square feet indicating at most the name of the occupants, the street name and number, except for a temporary "for sale" sign referring only to such Lot. A "for sale" sign shall not to exceed four (4) square feet.

6. Garbage, Refuse, Debris, and Any Other Waste Materials. Except during the initial construction of a house, garbage, refuse, and any other waste materials shall be stored in sanitary receptacles/bins with sealing covers or as required by the Town of Old Orchard Beach ordinances and/or regulations.

a. The individual lot owners shall be responsible for placing household waste and recyclables in the approved sanitary receptacles and for placing such receptacles at the end of their respective driveways on the day designated for municipal or contracted waste collection.

b. Following collection, each Owner shall promptly remove the sanitary receptacles from the roadside and store them in a location on their Lot that is not visible from any other Lot or the roadways, so as to preserve the aesthetic uniformity of the community.

c. The individual lot owner will be responsible for the lawful disposal of any waste materials that exceed the capacity of the assigned receptacles and that are not collected by the regular waste management service.

d. The Association in conjunction with the unit owners in the Red Oak Subdivision Phase III Condominium are responsible for engaging and maintaining a contract with a licensed waste disposal service provider for the regular collection and proper disposal of garbage and recyclables placed in the approved receptacles.

7. Damage or Destruction. Any building on any Lot that is destroyed or damaged in whole or in part by fire, windstorm, or other casualty must be rebuilt or all debris must be removed from the Lot and the affected portion of the Lot restored to its natural condition without delay.

8. Compliance with Governmental Regulations. Owners shall occupy and maintain the Lots in accordance with the rules, regulations, ordinances, and statutes enacted by governmental entitles having jurisdiction over the Property, including without limitation, the terms and conditions

imposed by the Old Orchard Beach Planning Board in connection with the subdivision approval and Notes reflected on the Plan.

9. Pets and Animals. The keeping of poultry, swine, or livestock shall be prohibited. All animals shall be restrained so as not to become offensive to the occupants of adjacent lots and in accordance with Old Orchard Beach ordinances. No boarding or breeding kennels may be kept or maintained on any of the lots.

10. Maintenance of Stormwater. The Association in conjunction with the unit owners in the Red Oak Subdivision Phase III Condominium are responsible for maintaining the stormwater management system as follows:

a. Regular Inspections, Cleaning, and Debris Removal: Clear all pipes, inlets, and culverts of debris, sediment, and trash. Keep grates clear and remove any obstructions that could impede water flow. Regularly mow grass areas and swales to prevent yard clippings from accumulating and clogging the system. Check for erosion in canals and ditches and stabilize them with plantings or sod.

b. Erosion Control: Repair any erosion with sod or vegetation. Regularly compare the original design of the system with its current state to identify and address any changes.

c. Water Quality Management: Ensure proper disposal of sediment, debris, and other waste to prevent pollution of waterways. Consider implementing inlet protection devices like catch basin filters to prevent sediment buildup.

d. Association Inspection and Report Obligations: conduct regular inspections of stormwater management facilities. Submit comprehensive reports on maintenance activities to the municipality. Adhere to local and state regulations regarding stormwater management.

e. Take all actions necessary to ensure the stormwater management system remains fully operational, even if those actions are not explicitly outlined above.

11. Water Submeters. The Lots on Red Oak Drive will be serviced by a water line that has submeters. The Declarant and the Association will be responsible for billing each Lot owner their proportionate share. The share will be divided equally by the number of Lots being serviced by the waterline.

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ARTICLE VII
Future Development

Owner, by purchase of a Lot, acknowledges and agrees that the Declarant and/or its assign, intends to develop the Red Oak Subdivision Phase III which includes up to twenty (20) additional residential house lots, and the Declarant and/or its assign, develop the Red Oak Subdivision Phase III Condominium which includes up to twenty-five (25) additional condominium units. The Lot Owner consents to such future development by the Declarant and/or its assigns and agrees not to oppose such future development. In the event Lot Owner opposes such future development in violation of the terms of this Declaration, damages may not be an adequate remedy for the Declarant, its successors and/or assigns (the "Damaged Parties"), and therefore the Damaged Parties shall be entitled to an injunction prohibiting such persons from opposing such redevelopment.