

**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
TERRANCE GREEN SUBDIVISION
WELL, YORK COUNTY, MAINE**

This Declaration of Covenants, Conditions, Restrictions and Easements is made this ^{1st} day of ~~June~~ July, 2024, by Chinburg Development, LLC, a New Hampshire limited liability company, of 3 Penstock Way, Newmarket, NH 03857, being the current owner of real property identified known as the Terrace Green Subdivision, being Lots 2 through 12 and Lots 14 through 41, Roads A, B, C, D and E (collectively, the "Proposed Roads"), Parks 1, 2, 3, and 4, and Open Spaces A, B, C, D, and E (when and if conveyed to the Declarant) and Parks 1, 2, 3 and 4 as shown on the plan entitled, "Overall Subdivision Plan of Terrace Green, Alfred Road, c, Maine 04043" for record owners, Festigen, Inc. and George E. Hissong & Kurt D. Hissong," prepared by Sebago Technics, dated October 10, 2010, and recorded in York County Registry of Deeds at Book 346, Page 38-41 and as amended by a "1st Amended Overall Subdivision Plan of Terrace Green, Alfred Road, Kennebunk, Maine 04043," prepared for Festigan Inc., George E Hissong & Kurt D. Hissong, by Sebago Technics, dated February 14, 2007 revised through June 14, 2012, and recorded in the York County Registry of Deeds in Plan Book 357, Page 3 (the "Plan"). The Declarant hereby adopts the following covenants, conditions, restrictions, and easements applicable to subdivision.

This Declaration is made for the purposes of ensuring the most appropriate development of the Subdivision; to protect Owners of the Lots against the improper use of Lots so as to preserve the values of their property; to reserve, so far as practical, the natural beauty of the Subdivision; to guard against the erection of poorly designed or proportioned dwellings and structures built of unsuitable or improper materials and in general, to provide adequately for a predictable quality of improvement within the development and thereby increase the value of investments made in homes within the Subdivision. The Declaration is also made for the purpose of maintaining and operating the Common Land and Common Facilities and allocating the costs.

1. Definitions: Certain of the terms used in this Declaration are defined and shall have meaning as follows, unless the context clearly indicates a different meaning therefor:

1.1. "**Affordable Housing Covenant**" shall mean the Declaration of Affordable Housing Covenant Terrace Green Subdivision, which effects Lots 35 through 41, dated January 18, 2024 and recorded in the York County Registry of Deeds in Book 19376, Page 927.

1.2. "**Association**" means the Terrace Green Homeowners' Association, a nonprofit corporation organized pursuant to 13-B M.R.S.A., Section 101-1406 of which all Owners shall be members formed for the purpose of owning and maintaining the Common Land in the Subdivision and enforcing the terms, conditions and restriction is the Declaration.

1.3. "**Bylaws**" means the rules and regulations adopted to govern the operation of the Association attached hereto as **Exhibit A**.

1.4. **“Common Expenses”** means all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the Subdivision as further defined in Article VIII of the Bylaws.

1.5. **“Common Land”** shall mean Roads A, B, C, D, and E, Open Spaces A, B, C, D, and E (when and if conveyed to the Declarant), Parks 1, 2, 3 and 4 and easements as shown on the Plan and include any and all common facilities on the Common Land, including, but not limited to the Stormwater Management System, the Community Waste Disposal System and related equipment, facilities and easements, Pavilion, community landscaping and signage, and community mailboxes.

1.6. **"Declarant"** means Chinburg Development, LLC and any successors in interest thereto, except for purchasers of individual Lots for residential use.

1.7. **"Declaration"** means this instrument (as amended from time to time).

1.8. **"Lot"** means each of the lots identified by number on the Plan.

1.9. **"Owner"** means one or more persons or entities owning a Lot.

1.10. **"Plan"** means the plan of land defined in the first paragraph above, as may be further amended and recorded.

1.11. **"Subdivision"** means the lots and common land shown on the Plan , excluding Lot 13, and all interests therein, including all buildings, structures and other improvements now or hereafter existing thereon, all easements, rights and appurtenances belonging thereto and all personal property now or hereafter used in connection therewith which is hereby made subject to the Declaration.

1.12. **“Town”** shall mean Kennebunk, York County, Maine.

2. Formation of the Association. Upon the sale of the last Lot, or sooner if the Declarant so decides, the Declarant shall establish the Association. The Association shall be governed in accordance with this Declaration and Bylaws attached hereto as **Exhibit A**. The Association shall be responsible for maintaining, operation and repairing the Common Land and enforcing the terms, conditions and restrictions in the Declaration. Membership in the Association shall be mandatory for all owners of Lots within the Subdivision. Until all Lots are sold, or sooner if the Declarant gives voluntary written notice in an acceptable form to the then Owners of record that the Declarant has relinquished its powers hereunder, control of the Association shall be vested with the Declarant subject to this Declaration. Until such time as the Association is formed, the Declarant shall maintain the Common Land, and such other items, systems or improvements deemed needed for the proper operation of the Subdivision in accordance with the terms of this Declaration and shall have the right to establish an annual budget for the management of these items, as well as a capital reserve fund and to assess each Lot Owner a portion of the cost. At the closing of each Lot, the Owner will pay its pro-rata share of its fee either on a quarterly or semi-annual bases as determined by the Board of Directors and

contribute toward the capital reserve fund, if required by the Declarant, to be held in reserve by the Declarant and turned over to the Association once formed. The Declarant shall not be obligated to make any contribution to either the annual fee or the capital reserve fund.

3. Relinquishment of Control by Declarant. After the Association has been formed and the Declarant has relinquished all control to the Owners, there shall be a meeting of the Association members, at which at least three (3) but not more than five (5) Lot Owner shall be elected to the Board of Directors. A letter shall be sent to Maine Department of Environmental Protection (MDEP) Stormwater Program, notifying of the creation of an HOA. Each Lot shall have one vote regardless of the number of Owners of the Lot. The Board of Directors shall have the obligations and responsibilities as set forth the in Bylaws attached.

4. Maintenance and Operation of Common Land. The Declarant, and the Association one formed, shall maintain and operate the Common Land as follows:

4.1. Stormwater System Management. The terms and conditions of the MDEP's Stormwater Management approvals dated March 13, 2009, March 13, 2009, September 20, 2010 and dated March 17, 2017 and recorded in the York County Registry of Deeds in Book 15582, Page 741, Book 15582, Page 752, Book 15940, Page 647, and Book 17437, Page 382, respectively, as may be further amended, are incorporated herein by reference. Upon conveyance of the first Lot, the Stormwater System and associated easements and related facilities shall automatically be reserved for the benefit of the Declarant or the Association once formed. During construction, the Declarant shall maintain the Stormwater System in accordance with the inspection and other requirements set forth in the Stormwater Management Inspection, Maintenance and Housekeeping Plan attached hereto as **Exhibit B**. Once construction of the Stormwater System is complete, the Declarant, or the Association once formed, shall maintain the Stormwater System in accordance Stormwater Management Plan.

4.2. Community Waste Disposal System. The terms and conditions of the Maine Department of Health and Human Services, Maine Center for Disease Control and Prevention Approval of the Subsurface Wastewater Sewer Disposal System, dated February 15, 2023, as may be further amended, is incorporated herein by reference. Upon conveyance of the first Lot, the Community Waste Disposal System and associated easements and related facilities shall automatically be reserved for the benefit of the Declarant or the Association once formed. During construction, the Declarant shall maintain the Community Waste Disposal System in accordance with the inspection and other requirements set forth in the Waste Disposal System Management Plan attached hereto as **Exhibit C**. Once construction of the Waste Disposal System is complete, the Declarant. or the Association once formed, shall maintain the Waste Disposal System in accordance Waste Disposal System Management Plan. Each Lot shall have its own septic tank which will be discharged into the main gravity sewer line running parallel to the road servicing the subdivision. Each Lot Owner shall be responsible for the repair and maintenance of his/her septic tank and his/her gravity sewer line to the point of connection to the main gravity sewer line servicing the subdivision.

4.3. Maintenance of Roads. The proposed Roads A, B, and D identified on the Plan shall be private ways and shall become public only by petition and acceptance by the Town.

Roads C and E (when and if conveyed to the Declarant) shall remain private ways and shall be conveyed by the Declarant to the Association once formed. Upon completion of construction and installation of surface pavement, the Declarant shall petition the Town to accept Roads A, B, and D as public roads. In the event the Town does not accept the roads as a public way, the Declarant shall convey the roads to the Association and the roads shall become a common responsibility to be maintained and plowed by the Association. The Declarant reserves the right to charge the homeowners for plowing and other road maintenance costs as a Common Expense in accordance with Section 3 of this Declaration until such time, if at all, the Town accepts the Roads A, B, and D as public ways. The cost to maintain and plow Roads C and E shall be a Common Expense.

4.4. **Maintenance of Open Spaces and Parks.** The Open Spaces A, B, C, D, and E (when and if conveyed to the Declarant) and Parks 1, 2, 3, and 4, shall be maintained by Declarant, or Association once formed, in accordance with the Contract Zoning Agreement between Festigan, Inc., George E. Hissong, Kurt D. Hissong and the Town of Kennebunk dated March 10, 2008 and recorded in York County Registry of Deeds in Book 15382, Page 892 incorporated herein by reference and approved Plan, and maintenance cost shall be a Common Expense.

5. Land Use and Structure Type; Zoning and Land Use Laws

5.1. No building or other structure of any kind shall be erected, placed or allowed to stand on any individual building lot, except one detached dwelling house for the use of one family and one garage/barn structure adapted for the storage of not more than three (3) automobiles. There will not be any back lots permitted within the subdivision. No fences will be allowed within the subdivision unless approved by the Declarant or the Association once formed. An "in-law" apartment or accessory dwelling is permissible if allowed by zoning and design approved the Architectural Review Committee, if in existence. No bed and breakfast, food service, kennel, or pet breeder shall be conducted from any dwelling erected on any lot. Business and commercial enterprises shall not be conducted from any dwelling erected on any lot except as permitted by the then existing zoning ordinance and regulations for the Town without application for any variance therefrom; and further provided that not more than one (1) additional person be employed and that such use does not require any client/patient/customer contact at the dwelling. No such home business may display external evidence of the business, e.g., signage, nor shall any client/patient/customer/employee be allowed to park on the street.

5.2. No structure, other than the principal dwelling referred to above (other than a moveable trailer or shelter, incidental to construction), shall be used even temporarily as a place of habitation. All house locations and other structures, construction, excavation, sewage disposal and water supply, and stormwater drainage must otherwise be in compliance with Kennebunk Land Use and Development Code and applicable local, federal and state laws, codes, ordinances and regulations. In addition to the foregoing, each lot shall be and hereby is made subject to all applicable "notes" and other matters as shown on the complete set of approved subdivision plans filed with the Town of Kennebunk.

5.3. No carports shall be erected, placed or allowed to stand on said lots without prior approval of the Declarant. All improvements, including driveways, must be determined to: (i)

meet all the terms and conditions of these covenants; (ii) ensure the optimal use of a lot with the least intrusion upon the privacy and views of neighboring lot owners; and (iii) ensure harmony of scale of dwellings with the subdivision.

5.4. Prior to seeking construction approval from Declarant, each Owner shall submit plans, including building plans, specifications and plot plan showing the precise location and setback of all improvements, including driveways. Plans shall also specify the nature, kind, shape, height, orientation, color, composition, and material for all such improvements as well as showing finish grade elevations in relation to existing elevations. All plans must be agreed upon and approved by the Declarant and Owner prior to commencement of construction. Said approval shall not be unreasonably withheld or delayed.

5.5. No dwelling, building, structure, alteration, addition or improvement of any sort, other than interior alterations not affecting the external appearance of the dwelling, building or structure, shall be placed, erected or constructed upon any Lot until such plans shall have been approved in writing by the Declarant, which plans, the Declarant shall have the right to approve or disapprove. Notwithstanding the foregoing, Declarant shall have no liability or responsibility for the enforcement of the within covenants and restrictions nor for the exercise of its discretion in approving or in disapproving any plans submitted as a consequence hereof.

5.6. All structures shall have exterior wall surfaces covered with redwood or cedar clapboards or shingles, composition clapboards (HardiPlank or equivalent), brick or stone, vinyl, or a combination of any of the aforesaid, painted or natural sealed and must be maintained in a first-class condition. The use of simulated or artificial brick or stone or aluminum siding or any similar materials shall not be allowed, unless specifically agreed to by Declarant. All dwellings shall be constructed on poured concrete foundations with a maximum of 24 inches of exposure unless otherwise approved by Declarant. All foundations shall be treated with waterproofing. Daylight or sump well foundation drain systems shall be used.

5.7. Once the Declarant no longer owns a lot in the subdivision, no prior approval under this Section is required unless the Board of Directors establishes an Architectural Committee as permitted under the Bylaws of the Association to review the plans.

6. Use and Occupancy Restrictions

6.1. Further subdivision of the lots is expressly prohibited. Notwithstanding the expressed prohibition for further subdivision of lots, lot line revisions between lots may be allowed.

6.2. Any Owner may lease his lot for a period of not less than twelve (12) months and shall be responsible to ensure compliance with these covenants by his/her tenant.

6.3. Certain lots in the subdivision may be subject to easements or restrictions, as shown on the Plan. Acceptance of a deed to any such lot by an Owner shall be subject to such easements or restrictions whether or not referenced in such deed and each Lot Owner agrees not to utilize the Lot in a manner, which will interfere with the reasonable intent of the easement or

restriction as referenced on the Plan.

6.4. All lots shall be used in compliance with the Contract Zoning Agreement with the Town dated March 10, 2008 and recorded in the York County Registry of Deeds at Book 15382, Page 892.

6.5. Any Owner of Lots 35 through 41 shall comply with the Affordable Housing Covenant.

6.6. The following are prohibited:

6.6.1. Clotheslines, unless they are in back of the house and not visible from the road or other lot(s);

6.6.2. Antennas or satellite dishes with diameters larger than 24 inches unless approved by the Declarant or Association;

6.6.3. Additions or outbuildings or appurtenances unless prior approval from Declarant or the Association, if required, has been obtained;

6.6.4. Use of pesticides unless by professional application in limited quantity;

6.6.5. Fuel tanks or similar storage receptacles that are visible from the road unless prior approval from Declarant or the Association, if required, has been obtained.

6.6.6. Tree and vegetation cutting shall be limited to (unless otherwise designated) the building envelope and house yard on each individual lot. All other tree and vegetation cutting shall be subject to the restrictions as shown on the complete set of approved subdivision plans.

6.6.7. No open fires shall be permitted, except as allowed by Kennebunk Town Code.

6.6.8. No sign shall be displayed for the public view on any lot except one sign of not more than 6" in height and 24" in length denoting the lot owner's name and address. Temporary real estate agency signs indicating a dwelling for sale shall be permitted. The restriction shall not apply to any sign erected by Declarant at the entrance or within the subdivision.

6.6.9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except domestic household pets, which shall be maintained and cared for in accordance with Town Ordinances. All dogs shall be leashed when outside the boundary of an Owner's Lot.

6.6.10. The Declarant or Association shall contract for curbside trash pick-up .

6.6.11. No unregistered vehicles, junk cars or trucks or part thereof, shall be permitted on

any lot unless garaged. No campers, trailers or boats are to be stored outside of dwelling or garage permanently for more than seven (7) days, unless approved by Declarant or Association in writing.

6.6.12. No loam, sand or gravel, or other such material, except that resulting from landscaping or from construction permitted under this paragraph, shall be removed from a building lot.

6.6.13. No hunting or trapping is allowed on any lot or other portion of the subdivision. No noxious, unlawful, or offensive activity shall be carried on in any dwelling nor shall anything be done therein, whether willfully or negligently. No Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and permitted occupants and guests, nor do or permit anything by such persons that will interfere with the peaceful possession and rights or other property owned by the Declarant or other Lot Owners.

6.6.14. Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining lots or the subdivision streets or rights-of-way, if any.

6.6.15. All driveways, dwellings, or other structures built on a lot shall be constructed to provide for proper water runoff and to prevent the formation of any unnatural accumulation or discharge of water and/or ice onto any other lot, except for such approved drainage as may be shown on the complete set of approved subdivision plans.

6.6.16. No dwelling or structure shall be left with an unfinished exterior. The exterior of every structure on the lot shall be kept in a proper state of repair, appearance and maintenance. Oil tanks or propane tanks for domestic uses must be stored underground, shielded from view in the rear, or in the cellar of the residential dwelling.

6.6.17. Construction of a dwelling or any other approved structure on a lot, including finished landscaping, shall be completed within twenty-four months from the commencement of said construction. Commencement shall be on the date on which a building permit is issued for the construction of a dwelling on a lot.

6.6.18. Each Lot in the Subdivision shall be subject to the following use and building restrictions.

7. Reservations and Easements. There is hereby excepted and reserved for the benefit of the Declarant, for so long as it owns any portion of the lots, and thereafter for the benefit of the Association, the Town, and any utility company the following:

7.1. A right of way for all purposes over, across and through the roads, together with the right to install and maintain utilities within or under the traveled portion of said roads until the road is deeded to the Association.

7.2. Easements for utilities, including but not limited to sewer, water, electrical, fiber,

on any Lot or the purpose of constructing, reconstructing, installing, replacing, and maintaining an underground or an aboveground utility therein and to extend, connect to, and use in common any previously installed utility by the Lot Owner providing that promptly after such entry, the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.

7.3. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the subdivision for the purpose of installation, maintenance, repair and replacement of all utility lines and any other equipment and machinery necessary or incidental for the proper function of any utility systems serving the subdivision, which easements may be specifically conveyed to a public utility or municipality supplying the service. The easements created by this section shall include, without limitation, rights of the Declarant or the appropriate 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, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, equipment, ducts and vents over, under, through, along and on the lots and roadways.

7.4. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the Subdivision for the purpose of installation, maintenance, repair and replacement of the Stormwater Management System including all drainage, detention areas and any other equipment and machinery necessary or incidental for the proper function of the Stormwater Management System serving the Subdivision as shown on the Plan.

7.5. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, through and across the Development as long as the Declarant, its successors and assigns, shall be engaged in the construction, development and sale of lots and units within the Subdivision and on any contiguous land now or hereafter owned by the Declarant, for the purpose of construction, installation, maintenance and repair of the Community Waste Disposal System, including all drainage, detention areas and any other equipment and machinery necessary or incidental for the proper function of the Community Waste Disposal System serving the Subdivision as shown on the Plan.

7.6. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, through and across the Development as long as the Declarant, its successors and assigns, shall be engaged in the construction, development and sale of lots and units within the Subdivision and on any contiguous land now or hereafter owned by the Declarant, for the purpose of construction, installation, maintenance and repair of existing and future building and related activities, including extension of and connection with subdivision roads and utility system for such development.

7.7. A non-exclusive easement is hereby declared and granted to the owner of Lot 13 for access to and from Lot 13 over the Roads, at no cost to the owner of Lot 13.

7.8. Any easement reserved for the benefit of the Town or Declarant or Association or as otherwise designated on the Plan shall be deemed automatically granted without the need of any additional documents.

8. Erosion Control

8.1. To implement effective and adequate erosion control and protect the beauty of the subdivision, the Declarant or the Association shall have the right to enter upon any Lot before or after a building or structure has been constructed for the purpose of performing corrective grading or landscaping work necessary to protect adjoining properties or alleviate any unsightly condition or construction or maintaining erosion prevention devices. All sediment and erosion control measures shall be installed in accordance with "Maine Erosion and Sediment Control Field Guide for Contractors" manual published by the Maine Department of Environmental Protection, 2014 revision or latest edition.

8.2. Prior to exercising its right to enter upon the Lot, Declarant or the Association shall give the Owner the opportunity to take corrective action by giving the Owner written notice indicating what type of corrective action is required and specifying that immediate corrective action must be taken by such owner and advising that if the Owner fails to take the corrective action specified within fifteen (15) days after having been notified, the Declarant or the Association may exercise its right to enter upon the property in order to take the necessary corrective action.

8.3. The cost of such corrective action or erosion prevention measures shall be paid by the Owner within thirty (30) days after receipt by Owner of an invoice for the cost of such work. Any expense incurred in taking the above action shall be considered a common expense assessed to the Lot Owner for which Declarant or the Association shall be entitled to record a lien upon the Lot for such common expense as well as all costs associated with collection of such expense including reasonable attorney's fees. Failure of the Owner to pay the expense within thirty (30) days shall result in the Owner being responsible for payment of an interest rate of 1-1/2 percent per month on the unpaid balance until the balance is paid in full.

9. Enforcement. Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other Owners, and the failure to enforce on any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or as to any breach subsequent thereto. The violation or attempted violations of any covenant or restriction in this Declaration is hereby declared a nuisance, which may be remedied by any appropriated legal proceeding. If any Owner shall attempt to violate, shall violate or shall permit on his lot any violation of any of the covenants, restrictions or reservations described herein, the Declarant or Association once formed or any Lot Owner may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both.

10. Severability

Invalidation of any covenant by court order or judgment shall not affect any of the other covenants or provisions herein, all of which shall remain in full force and effect.

11. Notice of Covenant, Conditions and Restrictions

A copy of these covenants, conditions and restrictions shall be recorded in the York County Registry of Deeds.

12. Term

These covenants, conditions and restrictions shall run with the land and shall be for the benefit of the premises and shown on the Plan and shall be binding on the lots and purchasers of said Lots for a period of twenty (20) years from the date of this Declaration and shall automatically extend for successive periods of ten (10) years. Failure to specifically refer to and/or incorporate these covenants, conditions and restrictions in deeds to the Lots shall not in any manner affect the validity and effectiveness of these covenants, conditions and restrictions upon any such Lot.

13. Amendment, Modification or Waiver by Declarant

The Declarant may amend the provisions of this Declaration at any time so long as Declarant owns a Lot and such amendments shall be binding on any and all Owners purchasing a Lot from the Declarant after such amendments has been duly made and recorded, provided such amendments are not less restrictive than the requirements in Sections 4. After Declarant no longer owns a Lot, these covenants, conditions and restrictions may be amended, at any time, by the then two thirds vote of the Lot Owners. Any amendment must be recorded at the York County Registry of Deeds. Provided however, no amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege; nor shall any amendment alter any approvals issued for the Subdivision without the written consent of the issuer. Any waiver by the Declarant on any one occasion or for any individual lot shall not be deemed to constitute a waiver on any future occasion with respect to any lot.

14. Title Reference

For Declarant's title reference see deed from Festigen, Inc. dated June 7, 2023 and recorded at York County Registry of Deeds at Book 19252, Page 924.

[Signature follows on the next page.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

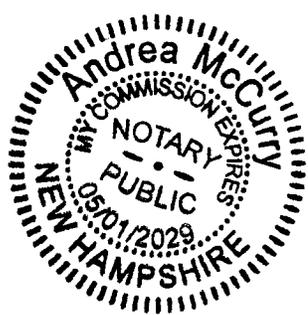
DECLARANT
Chinburg Development, LLC

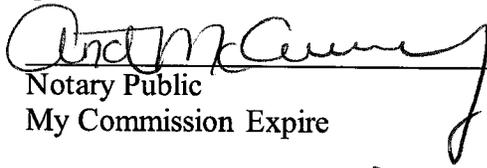
By: 
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

(Am) July

The instrument was acknowledged before me on ~~June~~ July 1st, 2024, by Eric J. Chinburg, Manager of Chinburg Development, LLC for the purposes herein contained.




Notary Public
My Commission Expire

05-01-2029

EXHIBIT A

TERRACE GREEN HOMEOWNERS' ASSOCIATION

BYLAWS

THESE BYLAWS dated this 1st day of July, 2024 executed by Chinburg Development, LLC, a New Hampshire limited liability company, with a place of business at 3 Penstock Way, Newmarket, County of Rockingham, State of New Hampshire (hereinafter called, together with their successors and assigns referred to as "the Developer") who is the Declarant under a Declaration of even date herewith and to be recorded simultaneously herewith in the York County Registry of Deeds (hereinafter called the "Declaration"). These Bylaws shall apply to Terrace Green Subdivision as described and created by the Declaration and to all present and future owners, tenants, and occupants of any lots in the development and to all other persons who shall at any time use the development or any portion thereof. The acquisition or rental of any lot or the act of occupancy of any lot will signify that these Bylaws are accepted, ratified and will be complied with. These Bylaws shall run with the land and each lot comprising the development and shall be binding thereon.

ARTICLE I

INTRODUCTORY PROVISIONS

(a) **Definitions.** The terms used herein shall have the same meaning as given to them in the Declaration, except as expressly otherwise provided in the Declaration, or the application of such meaning would be contrary to the clear intent of the statement. The term "rules and regulations" refers to the rules and regulations for the conduct of the occupants of the development, adopted by the Association as hereafter provided.

(b) **Purpose.** The Terrace Green Homeowners' Association is a non-profit private mutual benefit corporation pursuant to the State of Maine Title 13-B for the purpose of administering the Common Land of the Subdivision in order to preserve property values and amenities in the Subdivision and for the preservation, maintenance and improvement of the Common Land.

(c) **Conflicts.** These Bylaws are intended to comply with the requirements of the Declaration. If there is an inadvertent conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control.

ARTICLE II

MEMBERS

(a) **Class of Members:** The Association shall have one class of members. The qualifications and rights shall be as follows:

(1) Every beneficial owner of a Lot in the Subdivision shall become a member of Association, except for the owner of Lot 13, which is excluded from the terms and provisions of the Declaration and these Bylaws.

(2) Membership shall include an undertaking to comply with and be bound by the Declaration of Covenants, Conditions and Restrictions, these Bylaws and amendments thereto, and the policies, rules, and regulations at any time adopted by the Association in accordance with these Bylaws. Members shall pay all dues on either a monthly, semi-annual or annual basis as the Board of Director's determines.

(3) Membership in this Association shall terminate when a member ceases to be a beneficial owner of a Lot in the Subdivision.

(b) Voting Rights: Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members; provided, however, that each member shall be the sole beneficial owner of a Lot in the Subdivision. A member shall have one vote for each lot of which member he/she is a beneficial owner. Where two or more owners own a Lot, only one vote for such lot owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast such single vote.

(1) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.

(2) The Board of Directors is authorized to establish regulations providing for voting by mail.

(c) Assignment of Rights: A beneficial owner who is the member of the Association may assign his membership rights to the tenant residing in or on the beneficial owner's Lot. Such assignment shall be completed by filing with the Secretary of the Association a written notice of assignment signed by the beneficial owner.

ARTICLE III

MEETINGS OF MEMBERS

(a) Annual Meeting: An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in Kennebunk, County of York, State of Maine in September of each year. The time and place shall be fixed by the Directors.

(b) Regular Meetings: In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

(c) Special Meetings: A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within ten (10) days by the President, or the Board of Directors, if requested by not less than four (4) of the members having voting rights.

(d) Notice of Meetings: Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting.

(e) Quorum: The members holding one-third of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail: When Directors or Officers are to be elected by members, or when there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV

BOARD OF DIRECTORS

(a) General Powers: The affairs of the Association shall be managed by the Board of Directors, subject to instructions of the members of the Association at a regular meeting, or subject to the approval of the membership as expressed by a vote of the membership.

(b) Number, Tenure, and Qualifications: The number of Directors shall be not less than three (3) but not more than five (5). Each Director shall be a member of the Association, and shall hold office until two (2) annual meetings of the members following Director's original qualification shall have been held, and until his successor shall have been elected and qualified. Exceptions to the provision for the two (2) year tenure shall be in the case of the Director's first taking office following the organizational meeting of the Association. Of the first three (3) Directors, one (1) shall hold office only for a term of one year, one (1) shall hold office until the second subsequent annual meeting, one (1) shall hold office until the third subsequent meeting. The determination of the respective terms shall be by lot. When possible, any increase in the number of Directors shall be in units of two (2) members, and their initial terms shall be one for one (1) year and the other one for two (2) years, with the determination to be by lot.

(c) Regular Meetings: The Board of Directors shall meet regularly at least every six (6) months, at a time and place it shall select.

(d) Special Meetings: A special meeting of the Board of Directors may be called by or at the request of the President or of any three (3) Directors.

(e) Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior thereto, by written notice delivered personally or sent by mail to each Director. Any director may waive notice of any meeting.

(f) Quorum: A majority of the duly authorized Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time, and without further notice.

(g) Manner of Acting: The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

(h) Vacancies: Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of Director's predecessor in office.

ARTICLE V

OFFICERS

(a) Officers: The officers of the Association shall be a President, Secretary and Treasurer.

(b) Qualifications and Method of Election: The officers shall be members of the Board of Directors and elected by the Board of Directors and shall serve for a term of one (1) year.

(c) President: The President shall preside at the meetings of the Association and of the Board of Directors at which President is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees..

(e) Secretary: The Secretary shall keep the minutes of all the meetings of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all corporate records.

(f) Treasurer: The Treasurer shall receive all Association funds, keep them in a bank approved by the Board of Directors, and pay out funds only on notice signed by Treasurer and by one (1) other officer. The Treasurer shall be a member ex officio of the Finance Committee.

(g) Vacancy: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE VI

POWERS

Powers and Duties. The Association will have all of the powers and duties necessary for the administration of the affairs of the Development. Said powers and duties shall include, but not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Land as defined in the Declaration;

(b) Operation, care and enforcement of any use and restrictions imposed upon the Subdivision;

(c) The employment, dismissal and replacement of agents and employees to facilitate the operation, care, upkeep and maintenance of the Common Land, including the Common Open Space and the interior roadway, lighting, if any, and the easements held by the Association;

(d) To make or cause to be made additional improvements on and as part of the Common Land;

(e) To acquire, hold, manage, convey and encumber title to real property (including but not limited to development lots conveyed to or acquired by the Association) in the name of and on behalf of the Association;

(f) The assessment and collection of the common expenses from the lot owners, and the enforcement of liens to secure unpaid assessments;

(g) The adoption and amendment of rules and regulations covering the details of the operation and use of the development, the Common Land or any portion thereof;

(h) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(i) Obtaining and administering insurance for the subdivision as set forth in the Declaration;

(j) Repairing, restoring or replacing Common Land after damage or destruction by fire or other casualty, or as a result of eminent domain proceedings, as provided in the Bylaws;

(k) Procuring legal and accounting services necessary or proper in the operation of the subdivision or the enforcement of these Bylaws;

(l) The assessment of costs or damages against any lot owner whose actions have proximately caused damages to the Common Land;

(m) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire development or any part thereof which may in the opinion of the Association constitute a lien against the development or against the Common Land, rather than merely against the interests of particular lot owners (where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Association by reason of said lien or liens);

(n) Enforcement of the terms of the Declaration.

(o) All other powers granted by the Declaration or these Bylaws, permitted by law or enjoyed by associations of this kind.

(q) The formation, purpose, modification and dissolution of any Committee, such as but not limited to, the Architectural Review Committee, that the Board of Directors deems necessary for the proper administration of the Association. In any matter where the Declaration and/or Bylaws calls for review or action by a committee and said committee has not yet been or is not formed by the Board of Directors, the duties and requirements of the Committee shall be vested in the Board of Directors.

ARTICLE VII

INTERIM MANAGEMENT BY DECLARANT

From and after the date of the recording of these Bylaws, the Declarant shall exercise all powers and responsibilities assigned by these Bylaws and the Declaration to the Association and the Officers until such time as it turns over said powers and responsibilities to the lot owners. Said transfer of said powers and responsibilities shall occur upon the first to occur of: (1) the time of four (4) months after all of the lots in the Development have been conveyed to lot owners; or (2) the date the Declarant gives voluntary written notice in a recordable form to the then lot owners of record that lot owner has relinquished its powers hereunder. No contract binding the Association, or the lot owners as a group, which shall have been entered into during the period of Declarant's control as described in this Article shall be binding after the termination of the Declarant's control unless ratified or renewed with the consent or affirmative vote of lot owners of a majority of the residential lots in the Development.

ARTICLE VIII

COMMON EXPENSES

(a) **Common Expenses.** The owner of each lot shall be liable for and shall pay as and when assessed an equal share of common expenses in accordance with the terms of the Declaration. Common expenses shall include all charges, costs and expenses of every kind incurred by or on behalf of the Association for and in connection with the administration of the development, including without limitation, the maintenance of the Common Land, all charges for taxes (except real property taxes or other such taxes which are or may hereafter be assessed separately on each lot and the common interest appurtenant thereto or the personal property or any other interest of a lot owner), assessments, insurance, liability for loss or damage arising out of or in connection with the Common Land, and enforcement of restrictions or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of facilities and improvements in the Common Land and enforcement of use and environmental restrictions, maintenance, trash disposal and similar services, wages, accounting and legal fees, management fees and all other necessary expenses of upkeep, maintenance, improvements, management and operation incurred on or for the Common Land and enforcement of any restrictions. The common expenses may also include such amounts as the Association may deem proper to make

up any deficit in the Capital Fund (defined below in paragraph (c)). Common expenses will also include all common expense assessments against all lots, title to which is held by the Association. Common expenses also specifically include all expenses relating to the enforcement of any restriction or easement granted to the Association.

(b) **Capital Improvements.** Whenever in the judgment of the Association the Common Land should be improved by new construction or alteration of existing facilities, any such additions, alterations or new construction may be made by the Association only after obtaining approval of two-thirds of the lot owners, and the Town of Kennebunk and the Maine Department of Environmental Protection (MDEP), if required. If such approval is so obtained, the cost thereof shall constitute a part of the common expenses.

(c) **Capital Funds.** The Association shall assess as a common expense an amount or amounts on a monthly basis, semi-annual or annual basis, as the Board of Director determines, for the purpose of establishing and maintaining a general operating reserve and general replacement reserve together known as the Capital Fund, against anticipated future outlays for operations or for maintenance or replacement of facilities within the Common Land or equipment or other property held by the Association in connection with the subdivision. The proportionate interest of each owner in said Capital Fund shall not be withdrawn or assigned separately but shall be deemed to be transferred with each lot even though not mentioned or described expressly in the instrument of transfer.

(d) **Books.** The Association will maintain books of account for common expenses for the Common Land, general operating reserves and replacement reserves, in accordance with generally recognized accounting practices. The Association will, not less frequently than annually, render or cause to be rendered, a statement to each owner of all receipts and disbursements during the preceding year and the balances of the various accounts. The current copies of the Declaration, Articles of Incorporation, Bylaws and other rules concerning the project, as well as books, records and financial statements shall be available for inspection by lot owners or by holders, insurers and guarantors of first mortgages that are secured by lots in the project. These documents shall be available during normal daytime business hours.

(e) **Enforcement.** The Association shall have a lien on every lot for unpaid assessments of common expenses levied against the lot, which may be applicable to said lot. Each periodic assessment and each special assessment shall be a separate, distinct and personal debt and obligation of the Lot Owner against whom the same are assessed. If a lot owner shall fail to pay this assessment when due, then the Lot Owner shall pay an additional assessment of \$50.00 for each such failure, and all delinquent assessments shall bear interest at the rate of eighteen percent (18%) per year from the assessment due date.

ARTICLE IX

GENERAL PROVISIONS

(a) **Abatement of Violations.** The violation of any rule or regulation adopted by the Association, the breach of any By-Law contained herein, or the breach of any provision in the Declaration shall give the Association the right, in addition to any other rights set forth in these Bylaws or in the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either

at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting lot owner.

(b) **Waiver.** The failure of the Association to insist in any one or more instances upon strict performance of or compliance with any of the covenants of the owner hereunder, or to exercise any right or option herein contained or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect.

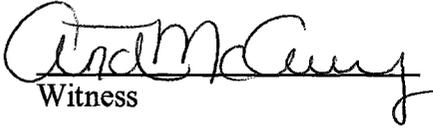
(c) **Notices.** All notices to lot owners shall be deemed given if hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to the owner, addressed to the owner's address appearing on the records of the Association. Any notice given or mailed to one co-owner shall be presumed to have been properly given to any other co-owner, regardless of whether a separate notice was given or sent to said other co-owner.

(d) **Amendment.** These Bylaws may be amended in the same fashion as the Declaration, the provisions for which are contained within the Declaration at Paragraph 15.

[Signature follows on the next page.]

Executed as of the date and year first above written.

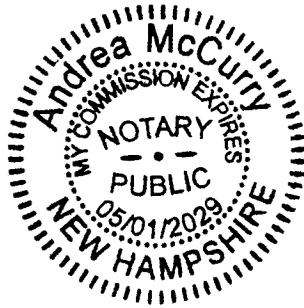
Chinburg Development, LLC


Witness

By: 
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The instrument was acknowledged before me on July 1st, 2024, by Eric J. Chinburg, Manager of Chinburg Development, LLC.




Notary Public / Justice of the Peace
My commission expires: 05-01-2029

EXHIBIT B

INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN

From the onset of construction to completion of all infrastructure improvements and a majority of the proposed residences, the developer will be responsible for the maintenance of all stormwater management structures, the establishment of any contract services required to implement the program, and the keeping of records and maintenance log book. Upon completion of all infrastructure improvements and a majority of the proposed residences, the Homeowners Association will be responsible for the maintenance of all stormwater management structures, the continuation of any contract services required to implement the program, and the keeping of records and maintenance log book. Records of all inspections and maintenance work accomplished must be kept on file and retained for a minimum 5-year time span. The maintenance log book will be made available to the DEP upon request. At a minimum, the appropriate and relevant activities for each of the stormwater management systems will be performed on the prescribed schedule.

Sweeping

1. Paved surfaces shall be swept or vacuumed at least twice annually in the Spring to remove all Winter sand, and periodically during the year on an as-needed basis to minimize transportation of sediment during rainfall events.

Catch Basins

1. All catch basins, and any other field inlets throughout the collection system, need to be inspected on a quarterly basis to assure that the inlet entry point is clear of debris and will allow the intended water entry. At that time, these will be cleared, if necessary on a yearly basis or when sediment reaches two thirds of total volume. Catch basins need to be vacuumed and cleaned of all accumulated sediment. This work must be done by a vacuum truck under contract. The removed material must be disposed of in accordance with the Maine Solid Waste Disposal Rules.

Ditches, Swales, and Culverts

1. Open swales and ditches need to be inspected on a monthly basis or after a major rainfall event to assure that debris or sediments do not reduce the effectiveness of the system. Debris needs to be removed at that time. Any sign of erosion or blockage shall be immediately repaired to assure a vigorous growth of vegetation for the stability of the structure and proper functioning.
2. Vegetated ditches should be mowed at least monthly during the growing season. Larger brush or trees must not be allowed to become established in the channel. Any areas where the vegetation fails will be subject to erosion and should be repaired and revegetated.

3. Riprap ditches where stone is displaced should be replaced and chinked to assure stability. With time, riprap may need to be added. Vegetation growing through riprap should be removed on a yearly schedule.
4. If sediment in culverts or piped drainage systems exceeds 20% of the diameter of the pipe, it should be removed. This may be accomplished by hydraulic flushing or any mechanical means; however, care should be taken to not flush the sediments into the retention/detention pond as it will reduce the pond's capacity and hasten the time when it must be cleaned. All pipes should be inspected on an annual basis.

Wet Pond

1. After each significant rainfall event, or at least monthly, the wet basin will be visually inspected to assure that the outlet structure is not blocked and that no sign of erosion is apparent within the berm or riprap.
2. Any sign of erosion or blockage shall be immediately repaired to assure a vigorous growth of vegetation for the stability of the structure and proper functioning.
3. The pond will be inspected on an annual basis to assure that significant sediment accumulation has not occurred. Whenever the sediment accumulation reaches 15% of the pond permanent pond volume dredging is required. In larger ponds with a permanent pool of water, the sediment can be measured by measuring bottom surface elevations and comparing with records of initial construction.
4. The accumulated sediment shall be removed and disposed of properly.
5. Gravel outlet trench outlet should be inspected after every major storm to ensure proper function. Inspection consists of verifying that the pond is slowly emptying through the gravel filter for a short time (12-24 hours) after a storm and that potentially clogging material such as accumulations of decaying leaves are removed.
6. Gravel replacement: The top several inches of gravel in the outlet trench must be replaced with fresh material.
7. On a semi-annual basis, inspect and remove debris from the control structure; check the orifice and all openings, and the elevation of the weir.
8. In the winter, cut above ice level and remove vegetation in the pond.

Forested / Meadow Buffers

1. Inspect and repair any eroded areas within the buffer during construction.
2. Inspect annually for erosion or channelization and repair as necessary.

3. Buffers to be maintained as specified in the Declaration.

Dripline Filtration BMP

1. The dripline filtration BMP filter should be inspected after every major storm in the first few months to ensure proper function. Thereafter, the filter should be inspected at least once every six months to ensure that it is draining and continuing to function properly.
2. Weeding to control unwanted plants will be necessary.
3. Inspect grade from for erosion or settling caused by excessive runoff or improperly functioning BMP, settling, and structural failure.
4. If the BMP is not draining properly, check stone reservoir for siltation and fine sediments and clean/replace stone as appropriate. If BMP continues not to function properly, the top several inches of the filter media shall be replaced with fresh material.

EXHIBIT C

PLAN OF WASTE DISPOSAL SYSTEM MANAGEMENT

1. **Ownership.** The ownership of all of the elements of the waste disposal system (the “System”) shall be vested in the Association.
2. **Maintenance.** The Association shall be responsible for the operation, maintenance, repair, or replacement of all parts of the System beyond the individual building sewers and shall keep the System free of any nuisance or threat to public health or contamination of the environment.
3. **Easement.** The Association shall have a non-exclusive, perpetual utility easement over, on through, above, and under the Property for the purposes of servicing, maintaining, repairing, enlarging, or replacing all or part of the System (the “Easement”). The Association shall have full and free use of the Easement for the purposes described in this Section 3 and shall have all rights and privileges reasonably necessary to the exercise of the Easement, including, but not limited to, the right of access to and from the Easement over any Lot depicted on the Plan.
4. **Compliance with Chapter 12.** The Association shall ensure that its maintenance and management of the System is in full and complete compliance with Chapter 12 of the Maine Subsurface Waste Water Disposal Rules found at 10-144 CMR 241.