

PROPERTY LOCATED AT: Lot 1-7 Longboard Lane, Biddeford, ME 04005

### PROPERTY DISCLOSURE – LAND ONLY

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.**

#### SECTION I – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on your property? .....  Yes  No  Unknown

If Yes: Are tanks in current use? .....  Yes  No  Unknown

If no longer in use, how long have they been out of service? .....

If tanks are no longer in use, have tanks been abandoned according to DEP?.....  Yes  No  Unknown

Are tanks registered with DEP?.....  Yes  No  Unknown

Age of tank(s): ..... Size of tank(s): .....

Location: .....

What materials are, or were, stored in the tank(s): .....

Have you experienced any problems such as leakage?.....  Yes  No  Unknown

Comments: None

Source of information: \_\_\_\_\_

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: .....  Yes  No  Unknown

LAND FILL:.....  Yes  No  Unknown

RADIOACTIVE MATERIAL:.....  Yes  No  Unknown

METHAMPHETAMINE:.....  Yes  No  Unknown

Comments: None

Source of information: Seller

**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

Buyer Initials \_\_\_\_\_

Seller Initials [Signature]

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**SECTION II – ACCESS TO THE PROPERTY**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? .....  Yes  No  Unknown

If Yes, explain: Longboard Ridge HOA

Source of information: Seller

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass?.....  Yes  No  Unknown

If No, who is responsible for maintenance? Longboard Ridge Homeowners

Road Association Name (if known): Longboard Ridge HOA

Source of information: Seller

**SECTION III – FLOOD HAZARD**

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines “area of special flood hazard” as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? .....  Yes  No  Unknown

If Yes, explain: N/A

Have any flood events affected a structure on the property? .....  Yes  No  Unknown

If Yes, explain: N/A


Has any flood-related damage to a structure occurred on the property? .....  Yes  No  Unknown

If Yes, explain: N/A

Has there been any flood insurance claims filed for a structure on the property? .....  Yes  No  Unknown

If Yes, indicate the dates of each claim: N/A

Buyer Initials \_\_\_\_\_

Seller Initials Initial  


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Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? .....  Yes  No  Unknown

If Yes, indicate the date of each payment: N/A

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? .....  Yes  No  Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map? N/A

Relevant Panel Number: N/A Year: N/A (Attach a copy)

Comments: None

Source of Section III information: Seller

**SECTION IV – GENERAL INFORMATION**

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?.....  Yes  No  Unknown

If Yes, explain: N/A

Source of information: Seller

Is the property the result of a division within the last 5 years (i.e. subdivision)?  Yes  No  Unknown

If Yes, explain: New Subdivision

Source of information: Seller

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront?.....  Yes  No  Unknown

If Yes, explain: N/A

~~Is a Forest Management and Harvest Plan available?.....  Yes  No  Unknown~~

Has all or a portion of the property been surveyed?.....  Yes  No  Unknown

If Yes, is the survey available?.....  Yes  No  Unknown

Has the property ever been soil tested?.....  Yes  No  Unknown

If Yes, are the results available?.....  Yes  No  Unknown

Are mobile/manufactured homes allowed?.....  Yes  No  Unknown

Are modular homes allowed?.....  Yes  No  Unknown

Source of Section IV information: Seller

Additional Information: None

Buyer Initials \_\_\_\_\_

Seller Initials 

After recording return to:  
Woodman Edmands, P.A.  
234 Main Street., P.O. Box 468  
Biddeford, Maine 04005

DLN: 1002340239585

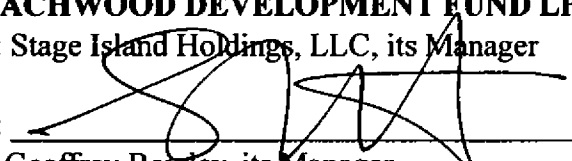
(Space above this line for recording)

**QUITCLAIM DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that **BEACHWOOD DEVELOPMENT FUND**, a limited partnership duly organized with a place of business in Kennebunk, Maine, for consideration paid, releases to **781 POOL STREET, LLC**, a Maine limited liability company duly organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 261, Kennebunk, Maine 04043, all right, title and interest in a certain lot or parcel of land situated in the City of Biddeford, County of York and State of Maine, bounded and described as follows:

SEE EXHIBIT A ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE

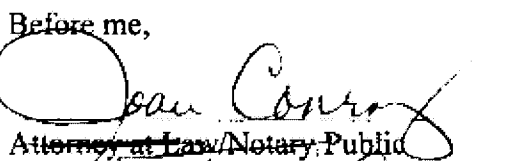
IN WITNESS WHEREOF, **BEACHWOOD DEVELOPMENT FUND LP** has caused this instrument to be executed by Stage Island Holdings, LLC, its Manager, acting through Geoffrey Bowley, Manager of Stage Holdings, LLC, thereunto duly authorized as of this \_\_\_ day of JUNE 26<sup>th</sup>, 2023.

**BEACHWOOD DEVELOPMENT FUND LP**  
By: Stage Island Holdings, LLC, its Manager  
By:   
Geoffrey Bowley, its Manager

STATE OF MAINE  
YORK COUNTY

Personally appeared the above-named Geoffrey Bowley, Manager of **STAGE ISLAND HOLDINGS, LLC**, the Manager of Beachwood Development Fund LP, and acknowledged the foregoing instrument to be his free act and deed in said capacity as the free act and deed of said Limited Partnership.

Joan M. Conroy  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
11/18/2025

Before me,  
  
Attorney at Law/Notary Public  
Print: Joan Conroy

No Transfer Tax

## EXHIBIT A

A certain lot or parcel of land, situated in the City of Biddeford, County of York and State of Maine, bounded and described as follows:

Beginning at an iron rod driven into the ground on the southeasterly side of the Pool Road (also known as State Route #9) as shown on a 'Maine State Highway Commission, Right-of-Way Map, State Aid Highway '2", sheet 2 of 5 M.S.H.C. file #16-137 dated December 1961 and recorded at the YCRD in Plan Book 39, Page 8 at the westerly corner of land described in a deed to James C. Lauzier dated March 31, 1977 and recorded at said Registry in Book 2177, Page 222; said iron rod bears South 45° -23' West, a distance of 115.83 feet from a granite highway monument found set in the ground at M.S.H.C. Station 274 + 50 (said course is shown as South 47° -46' West on said M.S.H.C. Plan);

Thence by said land, now or formerly, of James C. Lauzier by the following five (5) courses and distances; South 89° -37' -15" East, a distance of 146.43 feet to the westerly end of a stonewall;

Thence South 83° -44' East, by said stonewall, 59.85 feet;

Thence South 89° -26' -15" East, by said stonewall, 161.35 feet;

Thence North 87° -06' -30" East, by said stonewall, 151.26 feet;

Thence South 85° -09' -15" East, by said stonewall, 99.26 feet to an iron pipe found driven into the ground;

Thence South 88° -39' East, by land described in a deed to John W. Fowler, dated July 24, 1986 and recorded at said Registry in Book 3939, Page 53 and by said stonewall, 200 feet to an iron rod with survey cap driven into the ground;

Thence South 06° -04' East, by the westerly side of the Maddox Road (also known as the Old Pool Road) and by a stonewall, 165.00 feet to a drilled hole set in said stonewall;

Thence South 12° -03' -30" West, by said westerly side of the Maddox Road and said stonewall, 100.32 feet to an iron pipe found driven into the ground;

Thence North 77° -40' -30" West, by land described in the deed to Carol A. Reidy et al dated September 11, 1967 and recorded at said Registry in Book 1782, Page 778 and shown as lot on a 'Plan Showing Lots Belonging to L. Gordon Adamson Et Al', dated January 16, 1967 made by Libby & Dow Engineers and recorded at said Registry in Plan Book 43, Page 26, a distance of 224.19 feet to an iron pipe found driven into the ground;

Thence South 05° -52' -45" West, by said lot #5 and said land, now or formerly of Reidy, 109.72 feet to an iron pipe found driven into the ground;

Thence South 38° -25' -45" West partly by said lot #5 and said land, now or formerly of Reidy and partly by lot #4 as shown on said Adamson Plan and described in a deed to Marjorie A. Jamback et al, dated September 11, 1967 and recorded at said Registry in Book 1782, Page 775, a distance of 161.38 feet to a drill hole set in ledge;

Thence South 9° -10' West by the northwesterly side of lot #3 as shown on said Adamson Plan and land described in a deed to said Marjorie A. Jamback dated May 22, 1973 and Registry in Book 2102, Page 349, a distance of 230.92 feet to an iron pipe found driven into the ground;

Thence South 02° -30' -30" East, by said lot #2 and land, now or formerly of Spear and partly by lot #1 as shown on said Adamson Plan and land described in a deed to Katherine B. Cox et al dated April 7, 1973 and recorded at said Registry in Book 1988, Page 71, a distance of 230.65 feet to an iron pipe found driven into the ground;

Thence North 55° - 26' -45" East, by said lot #1 and land, now or formerly of Cox, 254.09 feet to an iron pipe found driven into the ground;

Thence South 28° -50' -30" East, by said westerly side of the Maddox Road, 40.18 feet to an iron pipe found driven into the ground;

Thence South 55° -26' -45" West, by land described in a deed to Pauline V. Natale dated May 29, 1969 and recorded at said Registry in Book 1840, Page 327, a distance of 250.00 feet to an iron pipe found driven into the ground,

Thence South 83° -27' West, by land described in a deed to Dorothy hi. Matheson dated September 15, 1982 recorded at said Registry in Book 2981, Page 302, and partly by land described in a deed to said Dorothy H. Matheson dated October 25, 1985 and recorded at said Registry in Book 3673, Page 117, and shown as lot #2 on a 'Sketch Showing Land Surveyed for Richard Banfield, Jr.' dated September 18, 1981 last revised August 9, 1985 made by Dow & Coulombe, Inc. (said course being called South 83° -52' -30" West in said Matheson deeds), a distance of 315.43 feet to an iron rod with survey cap driven into the ground;

Thence South 75" -42' West, by said land of Matheson and partly by land described in a deed to Arthur J. Gosnell et al dated May 24, 1986 and recorded at said Registry in Book 3787, Page 218 (said course being called South 76° -09' West in said Matheson and Gosnell deeds) and by lot #1 shown on said 'Sketch Showing Land Surveyed for Richard Banfield, Jr., 397.24 feet to an iron rod with survey cap driven into the ground;

Thence South  $63^{\circ}-17'-15''$  West, by said land, now or formerly of Gosnell (said course being called South  $63^{\circ}-44'$  West in said Gosnell deed), 144.76 feet to an iron pipe found driven into the ground;

Thence by land described in a deed to Thomas L. Parks et al dated June 16, 1983 recorded at said Registry in book 3109, page 19 and shown on a 'Plan Showing Land Conveyed by Linnell T. Madden' dated December 3, 1970 made by Libby & Dow Engineers by the following two (2) courses and distances; South  $61^{\circ}-13'$  West (said course being called South  $62^{\circ}-35'$  West in said Parks deed and Linnell to Madden plan), 108.62 feet to an iron pipe found driven into the ground;

Thence South  $84^{\circ}-45'-30''$  West (said course being called South  $85^{\circ}-59'$  West in said Parks deed to Linnell to Madden Plan) 76.69 feet to a iron rod with survey cap driven into the ground;

Thence by remaining land of this grantor by the following three (3) courses and distances; North  $69^{\circ}-20'$  West, a distance of 61.71 feet;

Thence North  $13^{\circ}-01'$  West, a distance of 236.46 feet;

Thence North  $24^{\circ}-10'-30''$  West, a distance of 257.85 feet;

Thence North  $45^{\circ}-23'$  East, by said southeasterly side of the Pool Road as shown on said M.S.H.C. Plan, 1,034.84 feet to the point of beginning. Containing 25.30 acres.

The above-described parcel is conveyed subject to easements and rights-of-way described in the following deeds:

Book 2981, Page 302; Book 3673, Page 117; Book 3787, Page 218; Book 3109, Page 19; Book 2352, Page 142; Book 1256, Page 417; Book 3622, Page 123; Book 4598, Page 131; Book 3832, Page. 230 and Book 2016, Page 42.

Subject to mineral rights reservations and utility easements appearing of record, to the extent they may remain in effect.

The above courses are magnetic and of the year 1973.

Reference is made to a plan entitled 'Peter Pond, Phase 2', Plan Showing a Standard Boundary Survey made for Richard W. Banfield: dated April 3, 1989 revised August 3, 1989 made by Libby & Coulombe, Inc.


Also conveying herewith all Grantor's right, title and interest in and to that six (6) foot wide pedestrian easement as described in deed to Arthur J. Gosnell and Margaret C. Gosnell, recorded in the York Registry of Deeds in Book 3787, Page 218.

Being the premises conveyed to the within Grantor by deed of Kingfisher Beach LLC dated April 24, 2023 and recorded in York Registry of Deeds in Book 19226, Page 730.

PROPERTY LOCATED AT: Lot 1-7 Longboard Lane, Biddeford, ME 04005

ATTACHMENTS CONTAINING ADDITIONAL INFORMATION:.....  Yes  No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

SIGNED BY:		3/23/2025		
		DATE	SELLER	DATE
SELLER				
781 Pool Street LLC				

SELLER	DATE	SELLER	DATE
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I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER	DATE	BUYER	DATE
-------	------	-------	------

BUYER	DATE	BUYER	DATE
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Declaration of Covenants, Conditions, Restrictions,  
And Easements

For

**Longboard Ridge**

BIDDEFORD, MAINE

781 Pool Street, LLC  
Declarant

November 12, 2023

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
AND EASEMENTS  
FOR  
LONGBOARD RIDGE, BIDDEFORD, MAINE**

This Declaration of Covenants, Conditions, Restrictions, and Easements for Longboard Ridge, Biddeford, Maine (the “Declaration”) is made this 12th day of November 2023, by 781 Pool Street, LLC, a Maine limited liability company with an address of P.O. Box 261, Kennebunk, Maine 04043 (the “Declarant”).

WITNESSETH:

WHEREAS, the Declarant is the owner of certain parcels of land located in Biddeford, Maine, being the same premises as conveyed to Declarant by Kingfisher Beach, LLC by deed dated April 24th, 2023, and recorded in the York County Registry of Deeds in Book xxxx, Page xxx; and as on plan entitled “Longboard Ridge Subdivision” drawn by Terradyn Consultants, LLC, dated xxx, 2023, revised through xxxxx x, 2023, and recorded in the York County Registry of Deeds in Plan Book xxx, \_\_\_ Page xx (the “Plan”), said parcels of land as shown on the Plan collectively referred to herein as the “Property”; and

WHEREAS, the Declarant is developing the parcels of land owned by it and shown on the Plan and has deemed it desirable to create a non-profit corporation to which should be delegated and assigned the authority to: (a) carry out certain responsibilities relating to the common facilities and amenities described herein and (b) administer and enforce the covenants, conditions, restrictions, easements, charges and liens set forth herein; and

NOW, THEREFORE, the Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to these covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE 1  
DEFINITIONS**

The following words, when used in this Declaration or any amendment thereto (unless the context shall prohibit) shall have the following meanings:

1.01. “Articles” shall mean and refer to the Articles of Incorporation which are or shall be filed in the Office of the Maine Secretary of State and which establish the Association.

1.02. “Assessment” shall mean a share of the funds required and which are to be assessed against an Owner and Lot for the payment of Common Expenses by the Association.

1.03. “Association” shall mean and refer to **Longboard Ridge Owners Association**, a non-profit corporation organized and existing under the laws of the State of Maine. During the Declarant Control Period, the term “Association” shall be interchangeable in this document with “Declarant.”

1.04. “Board” shall mean and refer to the Board of Directors of the Association.

1.05. “By-Laws” shall mean and refer to the By-Laws of the Association and any amendments thereto.

1.06. “Common Expenses” shall mean the expenses for which each such owner is liable, which shall include, but not be limited to:

(a) expenses of maintaining, on a year-round basis, the subdivision road known as Longboard Ridge (as long as it is a private road),

(b) expenses of removing refuse from the Property,

(c) expenses of maintaining and landscaping the Common Property

(d) expenses of maintaining and repairing the Stormwater Management Facilities, including any detention pond(s), storm drainage system or other drainage system either now or in the future, in accordance with all State and local approvals and in accordance with the Maintenance Plan of Stormwater Management Facilities, entitled “Inspection, Maintenance, and Housekeeping Plan,” attached hereto as Exhibit A and incorporated herein by reference.

(e) any taxes assessed on property owned by the Association,

(f) insurance as taken out by the Association and

(g) incidental costs of administration and enforcement of the covenants, conditions, restrictions, easements, charges and liens described herein.

1.07. “Common Property” shall mean the certain real and personal property designated for ownership by the Association and dedicated to the common use of owners, including, but not limited to Washburn Lane (as long as it is a private road), common drainage facilities (if any), improvements installed by the Declarant pursuant to its reserved rights under Article 7, and common areas and open space owned by the Association.

1.08. “Declarant” shall mean and refer to 781 Pool Street, LLC, or its successors or assignees.

1.09. “Declarant Control Period” shall mean that period of time during which the Declarant owns any of the Property.

1.10. “Lot” shall mean and refer to the improved or unimproved residential numbered lots as shown on the Plan.

1.11. “Member” shall mean and refer to all Owners who shall be members of the Association in

accordance with the provisions of Article 6 hereof.

1.12. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but, notwithstanding any applicable theory of title, the term Owner shall not include any mortgagee of a Lot until the mortgagee has acquired fee simple title pursuant to foreclosure or any proceedings in lieu of foreclosure.

1.13. “Plan” shall mean “Longboard Ridge Subdivision” drawn by Terradyn Consultants LLC dated xxxxx , 2023 and recorded in the York County Registry of Deeds in Plan Book \_\_\_ Page .

1.14. “Property” shall mean those certain parcels of land owned by the Declarant and shown on the Plan.

## **ARTICLE 2**

### **TERM OF DECLARATION**

2.01. Term. This Declaration shall run with, apply to, and bind the Property in perpetuity and shall inure to the benefit of and be enforceable by the Declarant and Owners, as appropriate, and their respective legal representative, heirs, successors and assignees, except that the covenants and restrictions in Article 3 shall have an initial term of 20 years from the date this Declaration is recorded in the York County Registry of Deeds, at the end of which such covenants and restrictions shall be automatically extended for successive periods of 5 years, unless at least two-thirds of the Owners vote to terminate any or all of said covenants and restrictions at a duly noticed and held meeting in compliance with the provisions of the By-Laws of the Association.

2.02. Persons Bound. Unless otherwise indicated, all covenants, conditions restrictions, easements, charges and liens herein are imposed on, charged on, and run with the land and bind not only the original purchaser of the Lots in the Property, but also their assignees, guarantees, legal representative, heirs and mortgagees. Failure to specifically refer to and include or incorporate this Declaration in deeds to Lots in the Property shall not in any manner affect the validity and effectiveness of this Declaration upon any Lot made subject thereto.

## **ARTICLE 3**

### **GENERAL COVENANTS AND RESTRICTIONS ON PROPERTY LOTS**

3.01. No Lot shall be further subdivided, except that lot line revisions shall be permitted so long as they do not result in additional lots or dwelling units. Any such revision is required to be approved by the Declarant during the Declarant Control Period.

3.02. Each Lot shall contain only 1 single-family residential structure, which may include 1 dwelling and 1 garage building except that suitable garden structures (including greenhouses), utility sheds, swimming pools and such additional structures as shall from time to time be used in connection with single family houses situated in similar neighborhoods shall also be permitted. Attached or detached guest quarters may be permitted if in compliance with all state and local regulations, but subject to review pursuant to section 3.04. Tennis courts shall only be

allowed if located and constructed to minimize noise and must be approved by the Declarant or Association as the case may be pursuant to section 3.04. No building or structure of any kind except for the aforementioned residential structures shall be erected, used, maintained, or allowed to stand on a Lot. Each residence shall contain a minimum of **2,000** square feet of interior climate-controlled space excluding porches, garages and finished basement or attic. Any home builder approved for construction must carry a minimum of \$1,000,000 in liability insurance.

3.03 a) Declarant reserves the right to require lot owners to use its preferred builder or builders to construct their dwellings on all lots in the subdivision. Prior to execution of any contract for construction of a dwelling, each lot owner shall provide Declarant with the construction plans and specifications for the lot owner's dwelling and shall entertain a bid from the preferred builder(s) for review and discussion and shall give the bid reasonable consideration before executing a contract for construction of a dwelling on their lot. In the event that a lot owner elects not to use the preferred builder(s), such lot owner shall pay the sum of \$25,000.00 to Declarant in consideration for a waiver of Declarant's right hereunder. Declarant may waive the \$25,000.00 payment in the event the preferred builder(s) determines that it cannot commence construction on the lot owner's dwelling within ninety (90) days.

b) In the event that the preferred builder(s) does not construct the dwelling on a particular lot, the owner of such lot shall deposit the sum of \$10,000.00 in escrow with Declarant's listing broker or make some other arrangement agreeable to Declarant, to ensure completion of landscaping in accordance with said lot owner's approved landscaping plan. In the event the escrow is required, said monies may be released, in Declarant's discretion, to pay for landscaping, or may be held by Declarant until landscape is complete and then paid to said lot owner. The \$10,000.00 shall be paid at or before the time said lot owner or its contractor obtains a building permit to begin construction of the dwelling. Said monies shall be deposited in a non-interest bearing account.

c) Any builder approved to construct a dwelling, including the preferred builder(s), shall carry liability insurance with minimum limits of \$1,000,000.00 and will, prior to commencement of construction, provide to declarant a certificate of insurance evidencing such coverage.

3.04. No residence, garage or other structure shall be erected nor shall any portion of a Lot be cleared until plans have been submitted to and approved by the Declarant or (after turnover of control pursuant to section 6.08) the Association. Owners shall submit to the Declarant or Association (as the case may be) site development plans that show the location of new structures, driveways, and other paved areas, and, after initial construction, any exterior modification, addition or deletion of any such structure, and any new proposed structures. Within 10 business days of the submission of any plan(s), the Declarant/Association shall certify in recordable form that: (1) the plan(s) are approved; or (2) the plan(s) are not approved as submitted, in which case the Declarant/Association shall give the Owner written notice of suggestions for modification whereby such plan may be made acceptable.

Plan submittal will include a site plan, list of materials to be used, exterior colors, landscaping of land and exterior design of any structure with proposed changes to the exterior.

a) Removal of flora shall be in accordance with section 3.12 and shall be minimized to

- protect the privacy of other Owners.
- b) The exterior of any structure shall be finished in brick or stone masonry, wood clapboards or wood shingles only.
  - c) The use of artificial brick or stone composition, pressure treated wood, pre-cast steps, vinyl siding (excluding vinyl/pvc trim for windows, doors, soffits, fences and other miscellaneous uses), “texture 111” or their equivalents shall not be permitted.
  - d) All buildings, including accessory buildings, shall be set back 20 feet from the front lot line, 10 feet from the side lot lines, and 15 feet from the rear lot lines.
  - e) Fireplace boxes and exterior chimneys shall be composed of brick or real stone only, however, for roof top chimneys cultured stone will be allowed.
  - f) Above ground pools, portable or stationary basketball goals, satellite dishes greater than 24 inches in diameter and/or visible from the street and antennas are prohibited.
  - g) Lots shall be landscaped in reasonable conformity with other Lots in the Property.

Once construction is commenced, work must be prosecuted diligently and must be completed within a reasonable time, and in any event, within 2 years from commencement of said work. Any blasting or use of other explosives must be in accordance with City of Biddeford processes and notifications. In addition, all Owners must be notified prior to the use of any explosives. “Completion” shall include finished grading and loaming, if applicable to the work undertaken, including the original construction of any residence. Landscaping of a new or renovated residence must be completed within 120 days from the date of certificate of occupancy, weather permitting. These criteria shall be construed by the Declarant/Association to effectuate the intent of perpetuating a friendly and accommodating neighborhood.

3.05. Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining Lots, roads and common drainage systems, with a resulting adverse effect thereon.

3.06. No building or structure shall be erected or used, and no lot shall be used, except in conformity with all land use requirements of the State of Maine and the City of Biddeford (including any conditions of approval imposed by the Biddeford Planning Board).

3.07. Tents for parties or similar events shall be allowed for no longer than three days; no other tents or similar shelter shall be erected or maintained on any Lot at any time. No temporary structures of any kind are permitted. No trash or garbage, bottled gas, or other fuel containers placed on any Lot shall be visible from the road. All items such as boats, snowmobiles and other personal property should be stored inside a permitted structure. The Association may waive any of the provisions of this paragraph for good cause shown.

3.08. All motor vehicles must be registered, and must be stored in a garage on a Lot; provided, however, that temporary parking of motor vehicles shall be permitted in driveways. Even if registered, no vehicle or any parts of vehicles which may be defined as scrap, junk, discarded, worn out, or not in operating condition shall be maintained or permitted upon the Property.

3.09. Any outside clothes line must be positioned at the rear of the house in such a way to minimize its visibility from the street or other Lots.

3.10. The keeping of animals, poultry, swine, horses or livestock is prohibited. Dogs must be leashed or under voice command at all times while on the Property, except while on their owner's property. It is the owner's responsibility to ensure the dog remains within the perimeter of the owner's Lot when not leashed. No dog shall be left on a tether at any time. Dog owners or caretakers are required to remove pet feces when their animals' foul common areas and private property of other Owners.

3.11. No trees larger than 5 inches in diameter measured at a height of 4 feet from the ground shall be cut, trimmed or altered if located within 15 feet of Longboard Ridge Road or any Lot line, without prior written authorization of the Declarant or Association as the case may be. Consent shall be granted for removal of flora necessary for the construction or maintenance of any structure otherwise permitted hereunder.

3.12 Wetlands on any parcel will not be filled except as approved by the Biddeford Planning Board.

3.13. A Lot shall be used for private residential purposes only pursuant to the City of Biddeford zoning ordinance, and no commercial, manufacturing or industrial use shall be permitted at any time.

3.14. Nothing shall be done or permitted to be done on the Property which may be or become a nuisance to the other Owners.

3.15. Electric, telephone and cable television services shall be provided underground only.

3.16. In addition to any other remedies provided to the Association herein, upon the breach of any covenant contained in this Article 3 by any Owner, Guest, Tenant, or Invitee (for all of whose actions an Owner shall be liable as if committed directly by the Owner), the Board, on behalf of the Association, shall notify said Owner by certified mail of such breach, and include a reasonable description of the actions necessary to correct or cure such breach. If said Owner does not take such corrective action within 7 days from receipt of said notice, or within said time period object to the proposed action to be taken, the Board shall, without further notice, be entitled to take such action as set forth in the Notice and to surcharge as a special assessment said Owner for all necessary and incidental expenses, including attorney's fees, incurred in taking such corrective action. In addition, upon notice to an Owner and opportunity to be heard, the Board may impose reasonable per diem fines for any such breach, which shall be immediately due and payable as a special assessment upon the Lot affected.

3.17. In addition to its authority to fine Lot Owners as set forth in section 3.16, the Association may proceed at law or in equity against any persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. If the Association successfully enforces any of these covenants through such an action, it shall be entitled to recover against the party violating such covenant(s) reasonable attorney's fees and costs incurred in such enforcement proceeding.

3.18. The Association recognizes that lawn and ornamental shrub care is a prominent and

important part of the home landscaping, and that the location of this subdivision requires special attention to the environment and surrounding wetlands. Accordingly, the following practices and guidelines shall be incorporated into any contract that the Declarant and/or Association may enter into regarding lawn, ornamental shrub and tree care:

(a) When establishing new lawns, select a top soil such that its depth, soil texture and percent organic matter are effective in absorbing fertilizers and pesticides. A soils test is suggested to determine lime and fertilizer requirements. All lawn establishments shall be in accordance with the State of Maine Department of Environmental Protection "Best Management Practices for the Application of Turf Pesticides and Fertilizers," as the same may be amended from time to time.

(b) Calibrate fertilizer and pesticide equipment in order to assure the desired application rate is being applied.

(c) Maintain soil conditions such as adequate drainage and aeration which favor microorganism activity since they are important for decomposing pesticides in the soil.

(d) Reduce the need of pesticides by following recommended horticultural practices such as proper mowing and watering which maintain a dense vigorous lawn.

(e) Use minimum dosage of pesticides to achieve adequate pest control. Read and follow the instruction on the label.

(f) Select pesticides and fertilizers that are resistant to leaching. When possible, use fertilizers that have a "slow release" or less soluble sources of nitrogen.

(g) To avoid runoff and leaching, do not apply pesticides just prior to heavy rainfall. Do not spray on windy days.

(h) When applicable, apply fertilizers and pesticides during periods of active turf growth for improved uptake by the plant.

(i) All fertilizers, pesticides, and herbicides used within the subdivision shall be certified organic.

3.19. A Lot Owner may not lease his/her house for a period of less than one (1) week, nor shall a Lot Owner lease less than his/her entire house. The rights of any occupant of a Lot shall be subject to, and each such occupant shall be bound by, the covenants, conditions and restrictions set forth in this Declaration, and in the By Laws and the Rules and Regulations, if any, of the Association. The Lot Owner shall provide any occupant with a copy of the Rules and Regulations of the Association. All leases or rentals of a Lot must be in writing, signed by Lot Owner and the tenant. A copy of the signed lease or rental agreement, including a signed copy of the Rules and Regulations, if any, shall be provided to the Secretary of the Association prior to occupancy by the tenant.

**ARTICLE 4**  
**COMMON PROPERTY AND EASEMENTS**

4.01. Members' Easement of Enjoyment. Subject to the provisions of this Declaration, and the By-Laws and Rules and Regulations of the Association, every Owner shall have the rights set forth in this Article, which shall be appurtenant to and shall pass with the title to every Lot.

4.02. Title to Common Property. Declarant **shall grant** to the Association the fee in and to Longboard Ridge Road as the same is presently constructed, subject to the terms and conditions set forth in this Declaration. Declarant reserves additional rights to convey additional land, property, rights, and easements to the Association as Common Property as set forth in Article 7. Open Space of the subdivision will also be conveyed to the Association.

4.03. Easements. The Common Property shall be subject to the following easements and rights:

(a) Every Owner shall have such rights in the Common Property as granted to the Association for their use, subject to the right of the Board to promulgate rules and regulations for the protection, use and enjoyment of the Common Property or to suspend the voting rights of any Owner for any period during which any Assessment remains unpaid.

(b) The Association shall have the right to dedicate or transfer any part of any common open space or natural buffer areas to the City of Biddeford or a conservation organization, or to dedicate or transfer ownership of Longboard Ridge Road after the fee interest therein is transferred to it from Declarant.

(c) During the Declarant Control Period, the Declarant reserves a non-exclusive, transferable easement, without limitation or restriction, to facilitate development of the Property. Such easement shall include the right to construct, connect to and use access ways and roadways, utilities, walkways, drainage swales and culverts and other portions of the Property in connection with the construction of improvements and for necessary or desirable access and utility service to and from adjacent and nearby properties, including the Common Property conveyed to the Association.

(d) During the Declarant Control Period, the Declarant reserves a blanket non-exclusive easement, in, upon, over, under, across, and through the Property 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 Property, which easements may be specifically conveyed by Declarant 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 Common Property. Notwithstanding the foregoing, no such easement shall unreasonably interfere with the use or occupancy of any residence on a Lot.

(e) During the Declarant Control Period, the Declarant reserves a blanket and non-exclusive easement in, upon, over, under, through and across the Property as long as the Declarant, its successors and assignees shall be engaged in the construction, development and sale of Lots within the Property, for the purpose of construction, installation, maintenance and repair of existing and future building and related activities, including extension of and connection with Property roads and utility systems for such development.

4.04. Use and Maintenance of Longboard Ridge Road; Common Expenses. Each Lot shall be benefited with a nonexclusive right and easement to use the private roadway known as “Longboard Ridge Road” which provides access from Pool Street. The Common Expenses shall include each Owners’ proportionate share of the costs of maintenance, repair and replacement of Longboard Ridge Road, the costs of maintenance, repair and replacement of other improvements and common areas as they may be added from time to time, and other costs set forth in section 1.06. Such proportionate share shall be allocated in accordance with the number of Lots in the Property, the liability for which shall commence for each Lot at the time the Declarant transfers ownership of a numbered lot shown on the Plan to a third party. Until the first numbered Lot shown on the Plan is transferred to a third party, the Declarant shall pay all of such costs.

4.05 Use of Open Spaces and Improvements. Each Lot shall be benefited with nonexclusive rights and licenses to (1) use the open space and natural buffer areas identified on the Plan and (2) use additional improvements, all as the Association may grant from time to time pursuant to transfers of ownership to it from the Declarant and in accordance with any Rules and Regulations adopted by the Association, but subject to the right of the Association to withdraw or modify the same due to requirements of the City of Biddeford Planning Board or the vote of the membership.

4.06. Stormwater Management. The terms and conditions of the MDEP’s Stormwater Management approval, dated August xx, 2022 and to be recorded in the York County Registry of Deeds, are incorporated herein by reference. Without limiting the foregoing, the standards attached hereto as Exhibit A are incorporated herein by reference (the “Stormwater Management Obligations”), which shall be initially implemented and carried out by the Declarant until the Association is formed and thereafter shall be implemented and carried out by the Association.

## **ARTICLE 5** **ASSESSMENTS**

5.01. General. The making and collecting of Assessments against Owners for Common Expenses shall be pursuant to the By-Laws of the Association.

5.02. Share of the Common Expenses. Each Lot shall be liable for an equal share of the

Common Expenses, including special assessments, to commence as set forth in section 4.04. Each Owner shall be singly responsible for the payment of any fines or penalties levied with respect to such Lot, due as a special assessment immediately upon imposition thereof.

5.03. Annual Assessment. The annual Common Expenses incurred for operation, maintenance, improvement and repair of the Common Property shall be estimated in accordance with the By-Laws of the Association. An annual Assessment will be payable in a once-yearly estimated installment based on the projected annual Common Expenses, adjusted for credits or additional payments as the Board determines from time to time, to reflect actual expenses. This annual Assessment shall be due in a single payment within 30 days of adoption of the estimated budget; additional assessments for adjusted expenses shall be due within 30 days of adoption thereof. The Board of Directors, or the members of the Association by majority vote, may change the yearly assessment to monthly or quarterly payments.

5.04. Non-Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandoning of a Lot for which an Assessment is made.

5.05. Interest; Application of Payment. Assessments and installments of such Assessments paid on or before 30 days after the date when due shall not bear interest, but all sums not paid on or before 30 days after the date when due shall bear interest at the rate of 18% per annum (or the maximum annual rate permissible under law) from the date when due until paid. All payments on accounts shall be first applied to costs of collection pursuant to 5.06 below, interest, and then to the Assessment first due.

5.06. Lien for Assessments. The Association shall have a lien on a Lot and all improvements thereon, for any unpaid Assessments levied by the Association, together with interest thereon and for attorneys' fees incurred by the Association, to the extent allowable by law, incident to the collection of such Assessments or the enforcement of such lien. The Board, on behalf of the Association, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner and with the same priority as a condominium lien for assessments pursuant to 33 M.R.S. §1603-116. This lien shall be prior to any other lien against the property other than a first mortgage lien of record, and statutory liens for real estate taxes and sewer assessments, all as set forth in the aforementioned statute. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of such Owner's Lot.

5.07. Certificate to be Issued. The Board shall upon demand furnish a certificate in recordable form setting forth whether the Assessments on a specified Lot have been paid. The Owner on behalf of whom the request was made shall be responsible for a reasonable fee for providing the certificate, as determine by the Board from time to time.

5.08. Collection and Foreclosures. The Board may take such action as they deem necessary to collect Assessments of the Association by personal action, or by enforcing the foreclosing interests of the Association.

**ARTICLE 6**  
**POOL STREET OWNERS ASSOCIATION**

6.01. Association. In order to provide for the proficient and effective administration of the Property by the Owners, a non-profit corporation known and designated as **Longboard Ridge Home Owners Association** has been 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 By-Laws and Rules and Regulations promulgated by the Association from time to time.

6.02. Articles of Incorporation. The Articles of Incorporation of the Association shall be filed with the Maine Secretary of State.

6.03 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain or repair portions of the Property, the Association shall not be liable to any Owner for liability or damage, other than the costs of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

6.04. Restraint Upon Assignment of Shares and Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Member's Lot.

6.05. Approval or Disapproval of Matters. Voting shall be done in accordance with the adopted By-Laws.

6.06. Membership. The Owners shall be Members of the Association and no other persons or entities, except for the Declarant, shall be entitled to membership. Membership in the Association shall be established by acquisition of ownership of a fee title interest in a Lot (or other interest in a Lot if approved by the Board), whether by conveyance, devise, judicial decree, foreclosure or otherwise, subject to the provision of this Declaration and by the recordation in the York County Registry of Deeds of the deed or other instrument establishing the 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 as to the Lot designated shall be irrevocably and automatically terminated. Notwithstanding the foregoing, the Declarant shall be a Member during the Declarant Control Period or until Declarant voluntarily relinquishes membership in the Association, whichever occurs first.

6.07. Voting. Except as otherwise set forth in this Declaration or By-Laws regarding Declarant's voting rights, on all matters to which the members shall be entitled to vote, there shall be only one vote for each Lot. When more than one 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 Owners disagree equally,

one half vote shall be voted for the pending issue, and one half vote shall be voted against it.

6.08. Control by Declarant. 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 to the Board during the Declarant Control Period 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. Upon Declarant turning control of the Association over to the Members as provided herein, it shall file appropriate documents in the York County Registry of Deeds. Until any particular improvement is transferred by the Declarant to the Association, the Declarant shall be solely liable for costs associated with the same, and for injury or damage to persons and property arising from the construction and installation of the same.

6.09. Authority of the Board. The Board shall act for the Association in all matters except for:

1. the disposal of any real property,
2. the election of Board members,
3. the amending of this Declaration and
4. the adoption of By-Laws.

## **ARTICLE 7** **RIGHTS RESERVED TO THE DECLARANT**

7.01. Right to submit Property to Biddeford Planning Board. During the Declarant Control Period, the Declarant reserves the right to submit all or any portion of the Property to review by the Biddeford Planning Board and related governmental entities as a residential subdivision. The Declarant may make such submittals at any time, in any order, in stages or singly.

7.02. Right to make improvements and transfer to Association. During the Declarant Control Period, the Declarant reserves the right, whether or not required by the City of Biddeford pursuant to Planning Board review, to (1) make improvements to **Longboard Ridge Road**, (2) install drainage swales, culverts, ponds and other drainage facilities, and (3) construct and install improvements to the Property, including but not limited to an entrance way, and upon completion of the same, transfer ownership and title to the Association, which shall accept the same for inclusion in its budget for maintenance and repair.

7.03. Right to add or subtract land as common area for various purposes. During the Declarant Control Period, the Declarant reserves the right to add, modify, relocate or subtract land (other than the right of way known as Longboard Ridge Road) as Common Property as Declarant deems desirable, whether or not required by the City of Biddeford Planning Board review, and to transfer ownership of any additional Common Property to the Association upon such terms, conditions and restrictions as Declarant may designate; following such transfer, the

Association shall accept the same for inclusion in its budget for maintenance and repair. The Declarant also reserves the right during such time to transfer fee simple interest in **Longboard Ridge Road** to the Association.

7.04. Right to cut additional flora. During the Declarant Control Period, the Declarant reserves the right to cut and/or trim such additional flora on the Property located within the Subdivision Open Space as may be permitted by the City of Biddeford Land Use Ordinance and the Biddeford Planning Board approval. Declarant shall determine which flora shall be cut or trimmed during the Declarant Control Period; thereafter, the Association shall have the sole authority to determine which flora shall be cut and/or trimmed in said zone, in full compliance with applicable state and local law, and by these presents, Declarant hereby transfers such authority to the Association with respect to any portion of any Lot falling within said zone. Individual Owners shall not cut or trim such flora at any time. However, the cost of cutting within the Open Space shall be assessed solely to the Owners whose views are benefited thereby.

7.05. Right to dedicate or transfer Property to City of Biddeford or private conservation organization. During the Declarant Control Period, the Declarant reserves the right to dedicate or transfer any portion of the Property other than a conveyed Lot (including Longboard Ridge Road) to any governmental authority or private conservation organization, whether or not required by the City of Biddeford Planning Board. The Declarant reserves the right during such time to petition the City of Biddeford to accept Longboard Ridge Road as a public street.

7.06. Right to enter individual Lots. During the Declarant Control Period, the Declarant reserves the right to enter existing and conveyed Lots for the purpose of undertaking any work, and installing and constructing such improvements, pursuant to the exercise of Declarant's reserved rights under section 7.02, whether or not required by the City of Biddeford. Those existing Lots may be required by the Declarant to accede to revised terms and conditions of this Declaration that do not unreasonably interfere with the use and occupancy of such Lots, including but not limited to, the introduction of drainage swales or culverts or other improvements upon a Lot, and the right to require Owners to grant additional easements to the Association for drainage or other matters.

7.07. Right to expand size of certain Lots after sale. During the Declarant Control Period, the Declarant reserves the right to convey to any Lot such additional land or easement rights as may be necessary to create or maintain street frontage for said Lots in the event that the location or length of Longboard Ridge Road is modified by requirements of the City of Biddeford or other applicable governmental entity in such a manner that previously conveyed Lots do not conform to standards under the Biddeford Land Use Ordinance.

7.08. Costs of Development. The cost of exercising any and all of the rights reserved by the Declarant shall be paid solely by the Declarant in its capacity as such, and not through its control of the Association. The Declarant shall not transfer any improvement to the Association until and unless it is substantially completed; the Association shall in no event be responsible for costs of completion of any improvement initiated by the Declarant.

7.09. Temporary Inconvenience to Lot Owners allowed. Installation of improvements to the

Property or the exercise of other Declarant rights (including the paving of Longboard Ridge Road, if applicable) may cause temporary disruption to existing Owners regarding access and egress, utility services, or other services. The Declarant shall organize such work to minimize such disruption, but in no event shall Declarant be liable to any Owner for any such disruption arising out of exercise of any Declarant right set forth in this Declaration.

## **ARTICLE 8** **NOTICES TO ASSOCIATION**

8.01. Notice of Suit. An Owner shall give notice to the Association of every suit or other proceeding which may affect the title to such Owner's Lot. Such notice shall be given within 5 days after the Owner receives knowledge thereof.

8.02. Failure to Comply. Failure to comply with this Article 8 will not affect the validity of any judicial sale or foreclosure proceedings or deed in lieu of foreclosure.

## **ARTICLE 9** **AMENDMENTS**

9.01. Amendment by Declarant. During the Declarant Control Period, the Declarant may amend this Declaration at any time, whether or not required by any condition of the Biddeford Planning Board pursuant to its review authority, and without the consent of any Owner.

9.02. Other amendments. The Declaration may otherwise be amended from time to time, but only by a vote of not less than 67% of the Members entitled to vote in accordance with section 6.07. 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. However, during the Declarant Control Period, no amendment(s) to this Declaration shall be effective, unless joined by the Declarant. In order to be effective, any amendment to the Declaration must be recorded in the York County Registry of Deeds.

## **ARTICLE 10** **GENERAL**

10.01. Severability The invalidation in whole or in part of any section subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

10.02. Rule Against Perpetuities. In the event any court shall hereafter determine that any provisions as originally drafted herein shall violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of the law.

10.03. Arbitration. Any dispute or claim arising out of or relating to this Declaration shall be submitted to arbitration in accordance with the Maine Uniform Arbitration Act, 14 M.R.S

§5927 *et seq.* Provided, however, that: (1) in addition to any award or relief thereby granted, the substantially prevailing party shall be entitled to payment of, and shall be paid, reasonable attorney's fees and costs and (2) the decision of the Arbitrator shall be final and binding upon all parties.

**ARTICLE 11**  
**RIGHTS AFFORDED UNIT OWNERS AND INSTITUTIONAL LENDERS**

11.01. Availability of Documents. The Association shall be required to make available to Owners and to holders, insurers of guarantors of any first mortgage, current copies of the Declaration, Articles, By-Laws, or other rules concerning the Property and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal hours or under other reasonable circumstances.

11.02. Notice of Action. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days; or
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

IN WITNESS WHEREOF, the Declarant executes this instrument as of the day, month and year first above written.

WITNESS:

781 Pool Street, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Geoffrey D. Bowley, Manager

STATE OF MAINE  
COUNTY OF YORK, ss.

\_\_\_\_\_, 2023

Personally appeared Geoffrey D. Bowley, Manager of 781 Pool Street, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of **781 Pool Street, LLC.**

Before me,

\_\_\_\_\_  
xxxxxx / Attorney at Law  
Bar #xxxx

## EXHIBIT A

### INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN

#### Longboard Ridge Subdivision

Pool Street.

Biddeford, Maine

#### Introduction

Upon completion of the proposed development, 781 Pool Street, LLC will be the responsible party for maintaining the stormwater management system until such a time a Homeowners Association is established. 781 Pool Street, LLC, the Homeowners Association, or other another responsible party shall schedule maintenance of all stormwater management structures, the establishment of any contract services required to implement the program, and the keeping of records and maintenance logbook.

Records of all inspections and maintenance work accomplished must be kept on file and retained for a minimum 5-year time span. The maintenance logbook will be made available to the City of Biddeford upon request. At a minimum, the appropriate and relevant activities for each of the stormwater management systems will be performed on the prescribed schedule.

The following plan outlines the anticipated inspection, maintenance, and housekeeping procedures for the erosion and sedimentation controls as well as stormwater management devices for the project site. Also, this plan outlines several housekeeping requirements that shall be followed during and after construction. These procedures should be followed in order to ensure the intended function of the designed measures and to prevent unreasonable adverse impacts to the surrounding environment.

The procedures outlined in the Inspection, Maintenance, and Housekeeping Plan are provided as an overview of the anticipated practices to be used on this site. In some instances, additional measures may be required due to unexpected conditions. For additional details on any of the erosion and sedimentation control measures or stormwater management devices to be utilized on this project, refer to the most recently revised edition of the "Maine Erosion and Sedimentation Control BMP" manual and/or the "Stormwater Management for Maine: Best Management Practices" manual as published by the MDEP.

#### During Construction

- Inspection:** During the construction process, it is the Contractor's responsibility to comply with the inspection and maintenance procedures outlined in this section. These responsibilities include inspecting disturbed and impervious areas, erosion control measures, materials storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in any applicable permits, shall conduct the inspections.
- Maintenance:** All measures shall be maintained in an effective operating condition until areas are permanently stabilized. If Best Management Practices (BMPs) need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation must be completed within seven (7) calendar days and prior to any storm event (rainfall).

3. **Documentation:** A log summarizing the inspections and any corrective action taken must be maintained on-site. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of erosion and sedimentation controls, material storage areas, and vehicle access points to the site. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.

The log must be made accessible to the appropriate regulatory agency upon request. The permittee shall retain a copy of the log for a period of at least three (3) years from the completion of permanent stabilization.

4. **Specific Inspection and Maintenance Tasks:** The following is a list of erosion control and stormwater management measures and the specific inspection and maintenance tasks to be performed during construction.

A. Sediment Barriers:

- Hay bale barriers, silt fences, and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall.
- If the fabric on silt fence or filter barrier should decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, it shall be replaced.
- Sediment deposits should be removed after each storm event. They must be removed before deposits reach approximately one-half the height of the barrier.
- Filter berms shall be reshaped as needed.
- Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared, and seeded.

B. Riprap Materials:

- Once a riprap installation has been completed, it should require very little maintenance. It shall, however, be inspected periodically to determine if high flows have caused scour beneath the riprap or dislodged any of the stone.

C. Erosion Control Blankets:

- Inspect these reinforced areas semi-annually and after significant rainfall events for slumping, sliding, seepage, and scour. Pay close attention to unreinforced areas adjacent to the erosion control blankets, which may experience accelerated erosion.
- Review all applicable inspection and maintenance procedures recommended by the specific blanket manufacturer. These tasks shall be included in addition to this plan.

D. Temporary Storm Drain Inlet Protection:

- The inlet protection structure shall be inspected before each rain event and repaired as necessary.
- Sediment shall be removed and the storm drain sediment barrier restored to its original dimensions when the sediment has accumulated to half of the design depth of the trap.
- Structures shall be removed upon permanent stabilization of the tributary area.
- Upon removal of the structure, all accumulated sediments downstream of the structure shall be cleaned from the storm drain system.

E. Stabilized Construction Entrances/Exits:

- The exit shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way.
- When the control pad becomes ineffective, the stone shall be removed along with the collected soil material. The entrance should then be reconstructed.
- Areas that have received mud-tracking or sediment deposits shall be swept or washed. Washing shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device (not into storm drains, ditches, or waterways).

F. Temporary Seed and Mulch:

- Mulched areas should be inspected after rain events to check for rill erosion.
- If less than 90% of the soil surface is covered by mulch, additional mulch shall be applied in bare areas.
- In applications where seeding and mulch have been applied in conjunction with erosion control blankets, the blankets must be inspected after rain events for dislocation or undercutting.
- Mulch shall continue to be reapplied until 95% of the soil surface has established temporary vegetative cover.

G. Stabilized Drainage Swales:

- Sediment accumulation in the swale shall be removed once the cross section of the swale is reduced by 25%.
- The swales shall be inspected after rainfall events. Any evidence of sloughing of the side slopes or channel erosion shall be repaired and corrective action should be taken to prevent reoccurrence of the problem.
- In addition to the stabilized lining of the channel (i.e. erosion control blankets), stone check dams may be needed to further reduce channel velocity.

5. **Housekeeping:** The following general performance standards apply to the proposed project.

- A. Spill Prevention: Controls must be used to prevent pollutants from being discharged from materials on-site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
- B. Groundwater Protection: During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of

the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors, accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.

- C. Fugitive Sediment and Dust: Actions must be taken to insure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control.
- D. Debris and Other Materials: Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.
- E. Trench or Foundation Dewatering: Trench dewatering is the removal of water from trenches, foundations, cofferdams, ponds, and other areas within the construction area that retain water after excavation. In most cases, the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved.

### **After Construction**

- 1. **Inspection:** After construction, the owner or operator shall hire a qualified post-construction stormwater inspector to at least annually, inspect the BMPs, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.
- 2. **Maintenance, and repair:** If a BMP requires maintenance, repair or replacement to function as intended by the approved post-construction stormwater management plan, the owner or operator shall take corrective actions to address the deficiency or deficiencies as soon as possible after the deficiency is discovered and shall provide a record of the deficiency and corrective actions to the Maine Department of Environmental Protection (MDEP) or Town upon request. The following is a list of permanent erosion control and stormwater management measures and the inspection, maintenance, and housekeeping tasks to be performed after construction.
  - A. Vegetated Areas:
    - Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems.
    - Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.
  - B. Ditches, Swales and Other Open Channels:
    - Inspect ditches, swales, and other open stormwater channels in the spring, in the late fall, and after heavy rains to remove any obstructions to the flow. Remove accumulated sediments and debris, remove woody vegetative growth that could obstruct flow and repair any erosion of the ditch lining.

- Vegetated ditches must be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity.
  - Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable.
  - Replace riprap in areas where any underlying filter fabric or underlying gravel is showing through the stone or where stones have dislodged.
- C. Winter Sanding:
- Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring.
  - Accumulations on pavement may be removed by pavement sweeping.
  - Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader or other acceptable method.
- D. Catch Basins:
- Inspect and, if required, clean-out catch basins at least once a year, preferably in early spring.
  - Clean out must include the removal and legal disposal of accumulated sediments and debris at the bottom of the basin, at any inlet grates, at any inflow channels to the basin, and at any pipes between basins.
- E. Culverts and Stormdrains:
- Inspect culverts and stormdrains in the spring, in the late fall, and after heavy rains to remove any obstructions to flow.
  - Remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit.
  - Inspect and repair any erosion damage at the culvert's inlet and outlet.
  - Inspect embankment for erosion, settling, and structural failure.
3. **Annual Report:** The owner or operator or a qualified post-construction stormwater inspector hired by that person, shall, on or by June 30 of each year, provide a completed and signed stormwater and maintenance inspection form. Attachment 1 is provided as a sample to go by. The form shall identify the person that conducted the BMP inspection, and that the inspected BMPs are adequately maintained and functioning as intended by the approved post-construction stormwater management plan. If BMPs require maintenance or repair of deficiencies in order to function as intended, the inspector shall provide a record of the required maintenance or deficiency and corrective action(s) taken.
4. **Duration of Maintenance:** Perform maintenance as described and required for any associated permits unless and until the system is formally accepted by a municipality or quasi-municipal district, or is placed under the jurisdiction of a legally created association that will be responsible for the maintenance of the system.

## Attachments

Attachment 1 – Sample Stormwater Inspection and Maintenance Form

**Sample Stormwater Inspection and Maintenance Form**

**Longboard Ridge, Biddeford, Maine  
Attachment 1**

This log is intended to accompany the stormwater Inspection, Maintenance and Housekeeping Plan for Longboard Ridge subdivision. The following items shall be checked, cleaned and maintained on a regular basis as specified in the Maintenance Plan and as described in the table below. This log shall be kept on file for a minimum of five (5) years and shall be available for review. Qualified personnel familiar with drainage systems and soils shall perform all inspections. Attached is a copy of the construction and post-construction maintenance logs.

	INSPECTOR NAME	DATE PERFORMED	SUGGESTED INTERVAL
<b>Vegetated Areas</b>			
Inspect all slopes and embankments			Annually
Replant bare areas or areas with sparse growth			Annually
<b>Paved Surfaces</b>			
Clear accumulated winter sand			Annually
Remove sediment along edges and in pockets			Annually
<b>Ditches &amp; Swales</b>			
Remove any obstructions and accumulated sediments and debris			Monthly
Repair any erosion of ditch lining			Annually
Mow vegetated ditches			Annually
Remove woody vegetation growing through riprap			Annually
Repair any slumping side slopes			Annually
Replace riprap where stones have dislodged			Annually
<b>Catch Basins</b>			
Remove accumulated sediments and debris in the sump and at grate			Annually
<b>Culverts</b>			
Remove accumulated sediments and debris at the inlet, outlet, within conduit			Annually
Repair any erosion at inlet and outlet			Annually
Sump Depth			Annually