



April 19, 2021

Tracey Desjardins, Town Planner
Kris McNeill, Assistant Planner, Codes Enforcement
Gardiner City Hall
Gardiner, ME 04345

**RE: Final Subdivision Submission
134 Spring Street Condominiums**

Dear Tracey, Kris and Members of the Planning Board,

On behalf of Maine Affordable Properties, LLC, please find attached Final Subdivision Application and supportive documentation. During the March 23, 2021 Planning Board meeting for Preliminary Subdivision approval, the Board had several outstanding requests for Final Approval. Below are our responses to the outstanding items for Final Subdivision:

1. **Architectural plans, and elevations.** Included as Sheet A-1 are exterior building elevations showing proposed materials and colors and Sheet A-2, showing the proposed floor plans.
2. **Condominium Homeowner Covenants and Restrictions.** Attached is a 'DRAFT' of the proposed Declaration of Covenants, Restrictions and Easements. Following Final Approval, this document will be finalized and recorded in the Kennebec County Registry of Deeds.
3. **Road Cross-section.** Included on a new "Construction Details" sheet, D-1.
4. **Dumpster location and dumpster enclosure detail.** The location of the dumpster and its enclosure is shown on Sheet L-2. Construction details have been included on a new "Construction Details" sheet, D-1.
5. **Turning radius of the new road at Spring Street.** We are proposing a 25' turning radius as shown on Sheet L-2.
6. **Mailbox location.** The 10 new mailboxes will be combined into one location and designed per US Post Office guidelines for height and road offset, as shown on Sheet L-2.
7. **Location and design of entrance sign.** The location of the sign has been shown on Sheet L-2. The final name and design of the sign is pending final subdivision approval. We

22 Abby Lane
Yarmouth, Maine 04096
207.749.4032
tsffarmer@gmail.com

proposed to work with the City's CEO, Kris McNeill to design a sign that meets Ordinance Section 10.46.

8. **Pictures of existing houses in the neighborhood.** Included as Sheet P-1 are pictures of 9 existing homes in the immediate vicinity, including the existing home on the site.
9. **Explain the DEED reference for the back lot and 20' passage way.** Deeds in the subject chain of title make reference to a former 20-foot wide passageway along the southeasterly edge of the front parcel (book 890, page 212) for the benefit of the rear parcel (book 806, page 291). As confirmed by the property surveyor, at one point this was relevant due to the fact there were 2 parcels. The 20' easement becomes non-existent once and now that the two parcels have been merged via a new title. The 20-foot wide easement only served the rear lot within the subject property and no other abutting lots.

PROPOSAL SUMMARY

The property is in the HDR zone, Map 036, Lot 071 and has been officially surveyed at 1.21 acres total or 52,707.6 square feet. Multi-family dwelling density in the HDR District requires 5,000 square feet per unit. The land area of 1.21 acres would allow up to 10.5 or 10 units maximum. Two-units currently exist within the existing house, which allows for the proposed 8 new units of housing.

The proposed plan is for 8 new residential units within 4 duplex buildings and one existing home with 2 units.

Although much of the detailed information is included in the attached formal Application for Final Subdivision, we have summarized the major points of the proposed project below.

Road. The proposed new road is an 18' wide, private road, to be owned and maintained by the new Homeowners Association. We have incorporated an L-Shaped turnaround to allow for internal emergency access.

Homes. We are proposing 4 new 2-story duplex structures with a footprint of 26' x 74' each. The new homes will be very modest in size at approximately 23' x 26' each. Each unit will have a one-car garage. An additional parking space will be provided off-road, in the driveway of each unit. A separate 5-space parking lot will be provided for visiting guests. Each unit will have a back yard patio of approximately 6' x 15' or 90 s.f.

The lot size is 1.21 acres or 52,707.6 s.f. The combined footprint of the new homes and the existing home equals approximately 9,500 s.f.. The percent of the lot covered by buildings, including the existing home is approximately 18%, under the maximum 35% allowed by the Ordinance.



6 Church Street,
Gardiner, Maine 04345
Phone (207) 582-4200

Final Subdivision Plan Application

Subdivision Name: **Spring Street Condominiums**

Date of Submission: 04/19/2021 Received by: _____

Proposal: 10 unit residential condominium development.

General Information:

Name of Property Owner: Maine Affordable Properties, LLC

Address: Attn: Robert Anderson, 352 Memorial Hwy, North Yarmouth, ME 04097

Phone/Fax No: 207-415-3919

Applicant Name: SAME

Address: _____

Phone/Fax No _____

Design Consultant(s): Surveyor Engineer Architect Planner

Name: Tom Farmer, Landscape Architect & Land Planner

Address: 22 Abby Lane, Yarmouth, ME 04096

Phone/Fax No 207-749-4032

Name: Little River Land Surveying, Inc.

Address: PO BOX 332, LISBON FALLS MAINE 04252

Phone/Fax No: (207) 840056

Property Information:

City Tax Map: 036 Lot(s): 071 Zoning District(s): HDR

Deed Reference(s): Book 13463, Page 70

Flood Zone: Yes No Shoreland Zone: Yes No

Frontage: Spring Street 115.34' Shore: NA Property Size: 1.21 (Acres)

Applicant Signature: 

Final Subdivision Plan submission requirements

The final plan submissions shall consist of the following:

- A final plan application form and all required attachments and maps.
- All the submission materials required for a preliminary plan.
- A performance guarantee, if applicable.
- All additional studies and/or materials required by the Planning Board, as applicable.
- If the subdivision contains any private roads, a statement as follows: the subdivision roads are designed as private roads and are not eligible for acceptance by the City of Gardiner, unless the road is improved to meet the appropriate standards for road acceptance.

THIS NOTE HAS BEEN ADDED TO THE 'DRAFT' FINAL SUBDIVISION PLAN, ENCLOSED.

- Written copies of any documents of land dedication and written evidence that the City Manager is satisfied with the legal sufficiency of any documents accomplishing such land dedication.

NA

- Proof that all other applicable state and federal permits have been obtained.

NO OTHER STATE OR FEDERAL PERMITS ARE REQUIRED FOR THE PROPOSED WORK

The Final Subdivision Plan

The Final Subdivision Plan (map) shall contain the following:

- All conditions and modifications approved by the Planning Board for the preliminary plan.

REFER TO COVER LETTER AND REVISED PLAN SET FOR REQUESTED ADDITIONS AND MODIFICATIONS DURING PRELIMINARY APPROVAL PHASE.

- Any conditions required by the Planning Board for the final plan.

ANY FINAL CONDITIONS OF APPROVAL WILL BE NOTED ON THE FINAL SUBDIVISION PLAN PRIOR TO BOARD SIGNATURES.

- Conditions or restrictions placed on the subdivision by the Applicant. (Note: Planning Board-imposed conditions shall be listed separately from any conditions or restrictions placed on the subdivision by the applicant).

NA

- All waivers approved by the Planning Board.

CURRENTLY NO WAIVERS BEING REQUESTED

- The location and type of all permanent markers set at all lot corners.

THESE WILL BE SHOWN ON THE FINAL SUBDIVISION PLAN, TO BE PREPARED BY LITTLE RIVER LAND SURVEYING, INC. FOLLOWING FINAL APPROVAL BY THE BOARD.

- Any variances granted by the Board of Appeals.

NA

- A signature block.

THIS HAS BEEN SHOWN ON THE 'DRAFT' FINAL SUBDIVISION PLAN, TO BE PREPARED BY LITTLE RIVER LAND SURVEYING, INC. FOLLOWING FINAL APPROVAL BY THE BOARD.

Legal Ad below to run 2 days in the Legal Ad section of the Kennebec Journal no earlier than 14 days prior to the meeting and no later than 7 days prior to the meeting.

**City of Gardiner
Planning Board Meeting Tuesday,
May 11, 2021 @ 6:00 PM via ZOOM
video broadcast**

Public Hearing - (Subdivision Plan Final Spring Street Condominiums, Maine Affordable Properties is seeking Planning Board approval for a 10 residential unit Condominium project. The property, located at 134 Spring Street, is within the HDR District Zoning District, City Tax Map 36, Lot 71.

A copy of the application is available at the Code Enforcement Office during regular business hours. Oral or written comments concerning the application may be presented prior to the meeting to the Code Enforcement Office or at the public hearing.

A copy of the memo below will be mailed to each of the abutters on the attached list no less than 14 days and no more than 30 days prior to the meeting.

TO: Abutting property owners
FROM: Maine Affordable Housing, LLC

SUBJECT: Planning Board Meeting /Public
Hearing Subdivision Final Plan Review

I have submitted an application to the Planning Board seeking approval for a 10 unit residential condominium development at 134 Spring Street. It is within the HDR District Zoning District, City Tax Map 36, Lot 71.

The date of the meeting is May 11, 2021 at 6:00 PM via ZOOM video broadcast. A link to the meeting will be provided on the City's Planning Department web site.

A copy of my application is available at the Code Enforcement Office during regular business hours. Oral or written comments concerning my application may be presented prior to the meeting to the Code Enforcement Office or at the public hearing.

PER CITY OF GARDINER ZONING ORDINANCE:

14.5.8.4.4.3.3 The final plan application shall consist of the following items:

14.5.8.4.4.3.3.1 A fully executed and signed copy of the application for final major subdivision review (on forms provided by the City).

THE APPLICANT HAS SIGNED THE FIRST PAGE OF THE FINAL APPLICATION FORM, ATTACHED.

14.5.8.4.4.3.3.2 The required application and development review fees.

INCLUDED

14.5.8.4.4.3.3.3 A performance guarantee in accordance with the provisions of **8.10** assuring the construction of all street, utilities and other improvements proposed as part of the final subdivision plan.

PENDING FINAL APPROVAL, WE PROPOSE TO WORK WITH THE CITY'S CODES ENFORCEMENT OFFICER TO PREPARE THE PERFORMANCE QUARENTEE AND PROVIDE THE NECESSARY FINANCIAL AMOUNT

14.5.8.4.4.3.3.4 The final subdivision plan and supporting documentation consisting of twelve (12) copies of one or more maps or drawings drawn to a scale of not more than 50 feet to the inch and twelve (12) copies of supporting documentation bound in a single report. Plans for subdivisions containing more than 100 acres may be drawn at a scale of not more than 100 feet to the inch provided that all necessary detail can easily be read. Plans shall be no larger than 24 by 36 inches in size and shall have a margin of two inches outside of the border lines on the left side for binding and a one-inch margin outside the border along the remaining sides. Space shall be provided for endorsement by the Board. In addition, one copy of the plan(s) reduced to a size of 11 by 17 inches shall be provided.

Development Information (submitted as part of Preliminary Subdivision):

Does the parcel include any water bodies? If yes, describe and shown on plan NO

Has the land been part of a prior approved subdivision? Yes No If Yes, state the following:

Subdivision Name & Approval Date _____

Acres to be Developed: Approx. 32,000 s.f. < 1 acre Number of Lots or Units: 8 new, 10 total w 2 existing

Anticipated Date of Construction: Spring 2011 through 2012 Completion: Spring 2013

Will the subdivision be developed in a phase plan, if so, Identify stages: NO

Will the subdivision have any common land or buildings: Yes, Home Owners Association, common land and infrastructure.

Identify the Water supply system: Municipal

Identify the sewage Disposal System: Municipal

If Public, does it require an extension of the public sewer lines? Yes No

Identify the number of fire hydrants and location(s): An existing hydrant located approx. 220' away at the intersection of Spring St. and Mt. Vernon St.

Will the subdivision have sidewalks: yes no If yes, describe: With such a low volume of traffic and a dead end road, the road can be used for walking and playing.

Will the streets have curbs: yes no If yes, describe:

Describe the storm drainage system: LID (low-impact design) green infrastructure alternatives. Refer to Stormwater Report

Will the subdivision require a Zoning Variance? yes no If yes, describe: _____

Will the subdivision require a special Exception Permit? yes no If yes, describe: _____

PRELIMINARY SUBMISSION REQUIREMENTS (included as part of Final supportive information)

In addition to the Application and preliminary plan, the following submissions are required:

- a. Location map showing:
 - 1) Existing subdivisions in the proximity of the proposed subdivision.
None
 - 2) Locations and names of existing and proposed streets.
Shown on plans
 - 3) Boundaries and designations of all Shoreland zoning and other land use districts.
None
 - 4) An outline of the proposed subdivision and any remaining portion of the owner's property if not included in the subdivision proposal.
All property included
- b. Proof of right, title or interest in the property.
Included with Step 1 – Site Inventory and Analysis.
- c. A copy of all existing and proposed deed restrictions, rights-of-way, or other encumbrances affecting the property.
Not Applicable, none

- d The book page, and tax map and lot information of the property
Included on page 1 of Application
- e The names of all property owners abutting the property.
See Appendix
- f Acreage of the proposed subdivision, acreage of roads, and acreage of any land not included in the subdivision.
1.21 acres total. Approx. 7,800 s.f. of new private road
- g A copy of that portion of the county soil survey covering the subdivision.
Included in the Stormwater Report
- h. When connection to the public sewer is proposed, a letter from the City Manager indicating that there is adequate capacity.
Public sewer is proposed. We have forwarded the Site Plan to Mr. Clark, Wastewater Director and are waiting for his review and approval.
- i. The location of all existing and proposed wells and appropriate documentation. If public water is proposed, a letter from the water district indicating that there is adequate supply and pressure.
Public water is proposed. We have forwarded the Site Plan to Mr. Grey at the Water District and are waiting for his review and approval.
- j. A written statement from the Police Chief approving all street traffic patterns, parking, curb cuts and traffic impacts.
We have forwarded the Site Plan to Chief Toman and are waiting for his review and approval.
- k. A written statement from the Fire Chief approving all hydrant locations and any other fire suppression measures proposed.
We have forwarded the Site Plan to Chief Sieberg and his reply was that he did not see any problems from the Fire Department.
- l. Phosphorus control measures, if subdivision is located w/in the direct watershed of a great pond.
Not Applicable
- m. Road plans, specifications, and appropriate documentation.
We are proposing a private road, 18' wide and paved. Per the Ordinance requirements, the road and associated parking areas will be built with a minimum of 12" Aggregate sub-base course (max. sized stone 4"), 3" of Crushed aggregate base course and 2.5" of bituminous pavement of which the first 1.5" will be installed as the base course and the final 1" finish course will be installed following all construction activity.
- n Traffic access data for the site including an estimate of the amount of vehicular traffic to be generated on a daily basis.
Based on ITE Trip Generation Report, 10th Edition, Eight (8) new condominiums = 7 trips per day per unit or 56 new trips per day total. This minimal increase is consistent with the surrounding residential neighborhood and does not warrant any changes to roadway width or turn lanes. Spring Street is not considered a collector or through-street and speeds are very low, posted at 25 MPH. Sight distance is excellent in both directions at the new intersection with over 500 feet in both directions.

- o. A statement indicating how the solid waste from the subdivision will be handled.
The applicant will contract with a private hauler to handle the waste generated.
- p. Documentation indicating that the applicant has the financial and technical capacity to meet the requirements of this Ordinance.
Technical capacity included in cover letter narrative. Financial funding letter included as an attachment herewithin
- q. Any other data necessary in order to meet the requirements of this Ordinance.
Not applicable
- r. A description of the anticipated types of land use that will be developed within the proposed subdivision.
Residential only
- s. A description of how all roads and other public improvements will be maintained until the improvements are dedicated to the city or for private roads and improvements, how they will be maintained over their life span.
No public improvements are proposed. The road and all internal infrastructure will be owned and maintained by the new Homeowner's Association.

PRELIMINARY PLAN MAPS

A subdivision plan consisting of one or more maps drawn to a scale of not more than 100 feet to the inch. The plan shall show the following:

Name of the subdivision. Number of lots.
Date north point. graphic scale.
Proposed lot lines with dimensions.

A survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The corner of the tract shall be located on the ground and marked by permanent markers. The plan shall indicate the type of permanent marker proposed to be set or found at each lot corner.

All above information, when applicable is included on each plan of the plan set.

Contour intervals of 10 feet when any land in the proposed subdivision falls outside of 10% grade.
Not Applicable

The location of all wetlands regardless of size. **None**

The location of all rivers, streams, brooks and ponds within or adjacent to the subdivision. **None**

The location of all slopes in excess of 10% slope **Not Applicable**

The number of acres within the subdivision, location of property lines, existing buildings, vegetative cover type, and other essential existing features. **Included**

The location of any significant sand and gravel aquifers. **None**

The boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the most recent FIRM Map. **None**

The location and boundaries of any significant wildlife habitat as identified by the Department of Inland Fisheries and Wildlife.

None known -- most of the property is buildings and asphalt. There is one wooded section with no special attributes

The location of any site or structure listed on the National Register of Historic Places or any archeological site identified by the State Historic Preservation Commission. **None**

The location of all scenic areas and rare and endangered plants as identified by the City of Gardiner **None**

The location of all subsurface wastewater disposal system test pits or borings and test data and appropriate documentation. **None**

The location of any open space trails, and recreation features. **None**

The location, type, size and design of all proposed essential services and utilities.

Schematic utility locations have been shown on the Grading and Utilities Plan. Final locations and sizing will be as required by the individual utility companies prior to construction.

All erosion control features proposed for the site.

Shown and described in the Erosion & Sedimentation Control Report.

All stormwater control features proposed for the site.

Shown and described in the Stormwater Report.

All parcels of land proposed to be owned or held in common or joint ownership by the subdivision or individual lot owners.

Condominium development. All land and infrastructure to be owned by the Homeowner's Association.

All land proposed to be offered for public acceptance to the city. **Not Applicable**

The type and location of any proposed fire control features, and appropriate documentation.

None proposed. Existing hydrant within 220' of entrance road

WAIVERS

No waivers are proposed.

**Declaration of Covenants, Restrictions and Easements
SPRING STREET CONDOMINIUMS
City of Gardiner Maine**

This DECLARATION is made this ___ day of _____, 2021, by Maine Affordable Properties, LLC a Maine corporation with a place of business in North Yarmouth, Cumberland County and State of Maine (hereinafter referred to as the “Declarant”).

WITNESSETH:

WHEREAS, the Declarant has established a certain duplex development known as Spring Street Place (hereinafter referred to as the “Property”), approved by the Gardiner Planning Board as depicted on a Plan prepared by _____, dated _____, entitled “Site Plan, Spring Street Condominiums, for Maine Affordable Properties, LLC,” containing _____ () sheets, which Plan is recorded in the Kennebec County Registry of Deeds in Plan Book _____, Page _____ (hereinafter referred to as the “Plan”), and Declarant intends to subject the Property, as further indicated herein, to these Declarations of Covenants, Restrictions and Easements that are to be recorded in the Kennebec County Registry of Deeds;

WHEREAS, the Declarant being about to sell and convey units in said development desires to assure to the purchasers and their heirs, successors and assigns owning such units, the use, benefit and enjoyment of said units and accompanying common land in accordance with a harmonious plan, and to this end desires that said units in said development shall be subjected to certain restrictions, reservations, servitudes, covenants, agreements and easements as hereinafter set forth;

WHEREAS, Declarant intends to clarify the maintenance responsibilities with respect to certain common areas to be located on the Property, as further indicated in this Declaration; and

NOW THEREFORE, the Declarant hereby declares that the Property shall be held and shall be conveyed subject to the restrictions, reservations, servitudes, covenants, agreements and easements as set forth in the following provisions of this Declaration, which Declaration shall inure to the benefit and be binding upon the Declarant, its heirs, successors and assigns, and the purchasers of the Property, their heirs, successors and assigns, to wit:

**ARTICLE A.
General Restrictions**

Each of the units within the Property, numbered 1 through 10 as shown on the Plan, shall be subject to the following covenants and restrictions, which shall run with the land:

1. Residential Use. No unit within the Property shall be improved or used except for single-family residential purposes, with no more than one principal residence. The Property shall be used only for residential and ancillary purposes, and no commercial, industrial, business or

professional use or enterprise of any nature or description shall be allowed on the Property, unless: (a) such use is wholly confined to the interior of the residential structure located on the property; (b) such use does not include the use of employees on the property, (c) such use is not advertised on the property; (d) the traffic, noise, odor and all other aspects of such use generated on the property does not interfere with the enjoyment of the remaining property owners within the Property; and (e) such use is in full compliance with all federal, state and municipal laws, codes, ordinances and regulations. No temporary structures, mobile homes or tents shall be used as a residence. No temporary structures, mobile homes, tents or carports shall be kept, maintained or stored on any part of the Property. The property shall not be further subdivided without prior written approval of the Gardiner Planning Board and the Declarant.

2. Compliance with Ordinances. All construction activities, including the siting of buildings, shall be in accordance with all state and municipal laws, codes, ordinances and regulations.
3. Maintenance. All buildings thereon shall be maintained in a neat and attractive manner and kept in good repair at all times.
4. Animals. No livestock, animals or poultry, other than small household pets, shall be kept, maintained or allowed in any of the units. No boarding or breeding kennels may be kept or maintained on the property. Animals and pets shall not be a nuisance and shall be kept on their owner's property.
5. Vehicles. No business or commercial vehicle shall be brought upon, maintained or permitted to remain on the property, except a business vehicle normally used by an owner in his or her occupation. No unregistered or inoperable motor vehicles or trailers of any nature may be kept upon the property unless such vehicle is stored in the garage. No tractor-trailers may be kept on the property.
6. Nuisances. No owner of a unit shall do or permit to be done any act upon the property which is, may be, or may become a nuisance as defined by state or municipal law, code, ordinance or regulation.
7. Trash. The property shall be used or maintained as a dumping ground for rubbish, trash, junk, cuttings or other refuse. Trash, garbage or other waste shall be kept in sanitary containers. Such containers shall not be visible from the street or from any other unit, except for limited periods that coincide with trash collection.
8. Miscellaneous. Clotheslines and drying racks shall be screened or located so as not to be visible from any point on public roadways or adjacent units.
9. Antennas. No Antennas or satellite dishes shall extend beyond the roof by more than two (2) feet, and there shall be no satellite dish antennas visible from public roadways.
11. Plan. Each unit shall be subject to the restrictions, conditions and easements indicated on the Plan.

**ARTICLE B.
Common Area**

The Property shall be subject to the following covenants and restrictions, which shall run with the land:

1. Common Area. All remaining land within the Spring Street Condominiums property as shown on the plan and identified on the Plan as the "Common Area," shall be deeded to the Association to be established for Spring Street Place Homeowners Association, as further described in Article F herein, upon the Declarant's sale of all units within the development and the completion of all proposed improvements to said Common Area, including without limitation the completion of proposed plantings and drainage systems.
2. Plantings and Vegetation. The Association shall be responsible for the management, maintenance, repair and replacement, as necessary, of all trees, plants, grass and other vegetation located within the Common Area, and all costs and expenses associated therewith, upon receipt of the deed to the Common Area by Declarant.
3. Costs and Expenses. The Association shall be responsible for all costs and expenses relating to the Common Area, including without limitation all costs of general maintenance, insurance, upkeep and real estate taxes.

**ARTICLE C.
Proposed 18' Wide Paved Road " _____ Lane"
&
Easements and Maintenance Responsibilities Relating Thereto**

The shared private driveway, as more particularly shown on the Plan as " _____ Lane" shall be subject to the following covenants, restrictions and easements, which shall run with the land:

1. _____ Lane shall be deeded to the Association to be established for Spring Street Condominiums, as further described in Article ____ herein, upon the Declarant's sale of all units within the Development and the completion of all proposed improvements to said _____ Lane.
2. Easement to Unit Owners. _____ Lane shall be subject to an easement appurtenant, in favor of Units 1-10, for the purpose of pedestrian and vehicular ingress and egress to and/or from the respective building driveways and Spring Street.
3. Maintenance, Repair & Replacement:

- A. Upon receipt of a deed from Declarant, the Association shall have the right and obligation to maintain _____ Lane, in such condition as it then exists, or as the same may be improved by Declarant, to provide year-round access to each Unit Driveway within the Property. This shall include the regular maintenance, repair, replacement, grading and plowing of _____ Lane, and all costs relating thereto.
- B. The term “maintain” as used in Article __, Section 4(A) above, shall be deemed to include the following:
 - i. Maintaining the width and surface of the road as it now exists, or as it may be subsequently improved by Declarant;
 - ii. Any existing drainage mechanisms shall be maintained;
 - iii. Suitable snowplowing equipment shall be employed for the removal of snow accumulations when snow reaches 4 inches in depth;
 - iv. Repair of the surface of the way shall be completed periodically so as to maintain a reasonably smooth and level roadway surface.
- C. No owner of a unit within the Property shall obstruct or otherwise interfere with the use of _____ Lane by the other owner of units within the Property or by Declarant, its successors, assigns, employees, patrons, customers and agents. The agents of the Association, and the agents of Declarant, its successors or assigns, shall be entitled to enter and remain upon _____ Lane, and such other parts of the Property, at such times and for such durations as is reasonably necessary to perform such maintenance.
- D. All owners of Units 1-10 within the Property shall repair any damage caused to the way by them individually, or caused by their agents, invitees, or guests, and are liable for any injuries or damage resulting from their negligent use of the way.
- E. If a dispute arises which results in the necessity of the initiation of legal proceedings to enforce this provision, the prevailing party will be entitled to recover his/her/its costs, together with reasonable attorney’s fees.

ARTICLE F.

Homeowners Association

- 1. Association. Every owner of a unit within the Property (Units 1 - 10) shall be a member of the Spring Street Place Homeowners Association (“herein referred to as the “Association”), which has or shall be created as a nonprofit and nonstock corporation, duly organized under the laws of the State of Maine. Membership shall be appurtenant to and may not be separated from lot ownership. The unit owners shall be entitled to one vote for each unit owned. The Association shall be the governing body for all of the above-mentioned owners

with respect to the administration, management, maintenance, repair and replacement of all "Common Area" and "_____ Lane" within the Property, and all areas owned by the Association within the Property (hereinafter collectively referred to as "Association Property").

2. Bylaws. Where not inconsistent with the provisions of Article ___ of this Declaration, the Bylaws of the Association shall govern issues such as meetings, election and authority of officers, authority and power of the Association and its members, and annual and special assessments.
3. Assessments. The Declarant, for each applicable unit (Units 1-10) owned within the Property, hereby covenants, and each owner of such units, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) all annual assessments or charges, and (2) all special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Owners of Units 1-10 within the Property shall pay annually to the Association, or its authorized representative, his or her proportionate share of the expense of maintaining, repairing and replacing the Association Property, paying real estate taxes associated with the Association Property, and maintaining liability insurance as provided in Article F, paragraph 5. Such proportionate share of expenses shall be evenly prorated for each unit that has received a certificate of occupancy from the City of Gardiner.

The annual budget shall be prepared by the Board of Directors and ratified by the owners in accordance with the Bylaws.

The annual assessments provided for herein shall commence to all applicable units (Units 1-10), upon receipt of the first certificate of occupancy. The Board of Directors shall fix the amount of the annual assessment against each applicable unit at least thirty (30) days in advance of each annual assessment period. Written notice shall be sent to each owner subject thereto.

4. Assessment Lien. Assessments, both annual and special, and other proper charges authorized and billed by the Association shall be a charge on the unit and shall be a continuing lien upon the unit on which such assessment is made. If the assessment to the owner is not paid within thirty (30) days after the due date, then said assessment shall become delinquent and shall, together with interest at the rate of one percent (1%) per month, costs of collection and reasonable attorneys' fees, become a continuing lien on the unit owned by the delinquent unit owner, which lien shall bind the unit, with the buildings and improvements thereon, as well as the delinquent owner, heirs, devisees, successors, personal representatives and assigns. Said lien may be enforced in the same manner as a lien for assessments against condominium units provided in the Maine statutes, as the same may be amended. Said lien for unpaid assessments shall be prior to all of the liens and encumbrances on the unit other than mortgages recorded before the date on which the assessment which is sought to be enforced becomes delinquent and liens for real estate taxes and other governmental/municipal assessments or similar charges against the unit. All such charges in addition to being a lien,

shall also constitute the personal liability of the owner so assessed at the time of the assessment.

5. Insurance. The Association shall obtain and maintain insurance under a policy of general public liability insurance, naming the owners of Units 1-10 and the Association as insured parties, which insurance shall insure against claims for personal injury and property damage occurring within or relating to the use of the Association Property, in such amounts and insuring against such other perils as the Association may reasonably determine.

ARTICLE G.
General Provisions

1. Rights of Declarant. The Declarant reserves the right until the construction, marketing and sale of all units (Units 1-10) is completed to:
 - a. Until such time as Declarant owns less than all of the units (1-10) within the Property, Declarant retains the right to waive, change or cancel all or any of the size, number and location of units, restrictions, covenants, easements, road right-of-way, layout and location of any unit. The change or changes shall be effective upon the recording of any amendment to this Declaration and/or the filing of a modified development plan indicating the changes made.
 - b. Locate on the Property, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities.
 - c. Connect with and make use of utility lines, wires, pipes and conduits, located on the property, for construction and sale purposes, provided that the Declarant shall be responsible for the cost of the service so used.
 - d. Place "For Sale" signs or other signs to aid in marketing of the units and dwellings thereon.
 - e. Appoint and remove the officers of the Association and members of the Executive Board and veto any action of the Association or the Executive Board, in accordance with the provisions of the Bylaws. The Declarant shall relinquish all special rights expressed or implied through which it may directly or indirectly control, direct, modify, or veto any action of the Association, its Board of Directors or the majority of owners, and control of the Association shall pass to the owners not later than the date on which one hundred (100) percent of the units (Units 1-10) have been conveyed to purchasers. The requirements of this paragraph shall not affect the Declarant's rights, as an owner, to exercise the votes allocated to units owned by the Declarant.

- 2. **Governing Law.** This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.
- 3. **Enforcement.** These covenants, easements and restrictions are posed as part of a general scheme for the protection and benefit of the Declarant and each subsequent owner of units numbered 1-10 within the Property. The provisions herein set forth shall run with the land and bind Declarant, its successors and assigns, and all parties claiming by, through, or under Declarant. Declarant, its successors or assigns, the City of Gardiner, and each owner or owners of any of the aforementioned units (Units 1-10) within the Property, from time to time shall have the right, but not the obligation, jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the provisions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Each unit owner agrees, by acceptance of a deed for such unit, to pay all costs of collection, including reasonable attorney's fees, incurred in any action taken to enforce the provisions of this Declaration. In no event shall the failure of Declarant, or its successor or assign, and such owners to enforce any of the provisions herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any continuing or subsequent violation.
- 4. **Separate Provisions:** If any part or provision of this Declaration shall be held invalid or unenforceable by a Court of Law, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

ARTICLE H.
Compliance with Government Approvals and Plan

By acceptance of a deed to a unit (Units 1-10) within the Property, each unit owner acknowledges and agrees that such unit is subject to the terms and conditions of (1) the Final Subdivision Approval issued by the City of Gardiner on _____, 2021 and (2) all terms, conditions and restrictions noted on the Plan, and by acceptance of such deed each unit owner agrees to comply with the terms and conditions thereof. The Declarant for the initial sale of each unit (Units 1-10), and the Association for each subsequent sale of a unit, shall provide each new unit owner with a copy of these approvals and the Plan upon the purchase of a unit within the Property.

IN WITNESS WHEREOF, Maine Affordable Properties, LLC has caused this instrument to be executed this _____ day of _____, 2008.

Maine Affordable Properties, LLC:

By: _____

Its: _____

DRAFT

STATE OF MAINE
KENNEBEC, ss.

_____, 2021

Personally, appeared before me the above named _____ and acknowledged the foregoing instrument to be his free act and deed, in his said capacity.

Notary Public/Attorney at Law