

NOTICE OF PUBLIC HEARING
MUNICIPAL OFFICERS OF THE TOWN OF
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on September 2nd, 2025, at 6:30 p.m. to consider the following:

Shall the Town consider a request from Daily Double Enterprises LLC, to accept title and to accept and establish as town ways those developed portions of Blueberry Lane and Honeysuckle Drive together with all rights appurtenant thereto and all improvements situated therein or thereon, including, without limitation, any and all catch basins and drainage piping, guardrails, hydrants, curbing, street signs, sewer, and sidewalks (excepting snow removal) within the right-of-way, shown on a plan entitled "Sawgrass Subdivision, Amended Subdivision Plan" prepared by Atlantic Resources Consultants, last dated August 29, 2022, and a request from Johnathan N. Mazzaro and Jenifer P. Mazzaro to accept an easement and to accept a right and easement for the purposes of pedestrian and vehicle access, and the maintenance of roadway and utilities, running from the Northwest corner of Honeysuckle Drive over the northeast corner of a portion of Grantor's property identified as MBL: 105A-1-L13, as described in the Access and Utilities Easement Deed from Johnathan N. Mazzaro and Jenifer P. Mazzaro to the Town of Old Orchard Beach, Maine, dated, _____.

Per Order of the Municipal Officers this 19th day of August, 2025.

A True Copy

Attest:

s/Kim McLaughlin

Kim M. McLaughlin, Town Clerk

SAWGRASS Application

TOWN OF OLD ORCHARD BEACH

Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 1 of 3

Application Fee is \$150.00

Date Received: 4 Nov 2024

Application Fee PAID: \$ 150

Application and Submittal Requirements

This application and all accompanying submissions shall conform to the applicable provisions of the Old Orchard Beach Zoning Ordinance.

Street Name:

Blueberry Lane & Honeysuckle Drive

Type of Street:

☐

Arterial

☐

Collector

☒

Minor

☐

Industrial/Commercial

[See Subdivision Ordinance Section 74-308
for Street Classifications and Section 74-309
for Design Standards.]

The following items have been submitted for review:

☒

Abutter's List (lots adjacent to and bounded by the proposed street)

☐

Plat Map, if applicable, as recorded in York County Registry of Deeds after August 15, 1987

☒

Plan and Profile Sheets

☒

Plan Map, if applicable, as recorded in York County Registry of Deeds after August 15, 1987

It is proposed that the Street be **Accepted** upon dedication as follows:

☒

Owners of a majority of the abutting lots shall convey their interest to the Town without claim for damages.

☐

Owners of Fee Interests shall convey their interests by Warranty Deed to the Town

☐

Owners of less than Fee Interests shall convey their interests by Quitclaim Deed with Covenant.

OR, It is proposed that the Street be **Taken** as follows:

☐

Owners of a majority of the abutting lots shall Petition the Town Council in writing to lay out and take the Street and in said Petition shall waive any damages otherwise payable to them as a result of the Taking.

No application shall be accepted by OOB Town Staff without all information in the above section and without all items marked in the following pages.

OOB Planning Department

One Portland Avenue, Old Orchard Beach, ME. 04064 Phone: 207 934 5714 Fax: 207 934 5911

TOWN OF OLD ORCHARD BEACH

Current Planning Services:

ROADWAY ACCEPTANCE APPLICATION

Page 2 of 3

Application and Submittal Requirements

Submit plans of the proposed street as it will be constructed after it has been Accepted or Taken.

Submit a Plot Plan that includes or meets the following criteria:

- | | |
|--|--|
| <input type="checkbox"/> Drawing scale is 1" = 40' (max) | <input type="checkbox"/> North Arrow |
| <input type="checkbox"/> Plans sheets or 24" x 36" | <input type="checkbox"/> Lot Areas |
| <input type="checkbox"/> Ownership of adjoining subdivisions | <input type="checkbox"/> Lot Dimensions at ROW line |
| <input type="checkbox"/> Ownership of Adjoining acreages | <input type="checkbox"/> Passageways |
| <input type="checkbox"/> Buildings | <input type="checkbox"/> Street Lights and Lines |
| <input type="checkbox"/> Building Stationing | <input type="checkbox"/> Topograhpy (USGS Vertical Datum) |
| <input type="checkbox"/> Water Ways | <input type="checkbox"/> Contours (not to exceed 5-foot intervals) |
| <input type="checkbox"/> Natural Drainage Courses | <input type="checkbox"/> Bearing, Distances & Angles of Street ROW |
| <input type="checkbox"/> | <input type="checkbox"/> Boundary Monuments |

Submit a Profile Plan that includes or meets the following criteria:

- | | |
|--|--|
| <input type="checkbox"/> Drawing scale is 1" = 50' (max) with corresponding vertical scale of 1" = 10' (max) | |
| <input type="checkbox"/> Profile shows street centerline | <input type="checkbox"/> Plan shows abutting buildings |
| <input type="checkbox"/> Street cross sections - Horiz. Scale: 1" = 5' (max); Vert. Scale: 1" = 1' (max) | |

Location of all existing and proposed:

- | | |
|--|--|
| <input type="checkbox"/> Water Mains | <input type="checkbox"/> Storm Drains |
| <input type="checkbox"/> Sanitary Sewer Mains | <input type="checkbox"/> Gas Mains |
| <input type="checkbox"/> Culverts | <input type="checkbox"/> Underdrains |
| <input type="checkbox"/> Underground Utilities | <input type="checkbox"/> All associated building connections |

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TOWN OF OLD ORCHARD BEACH

Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 3 of 3

Application and Submittal Requirements

Prior to the Acceptance or Taking by the Town Council, a majority of the abutting Lot Owners shall petition the Town Council to construct or make required improvements to the Street. Said petition shall include:

- ☐ an Agreement to pay their (Owner's/Petitioners) just portion of the cost to construct the Street
- ☐ a cost estimate (reviewed and approved by OOB Public Work's Director) of cost to construct the Street

Owner's/Petitioners shall submit the following:

- ☒ An Agreement signed by the majority of the abutting property owners that appoints an 'Owner/Petitioner Representative' to act as Agent for this Application.

This Application shall comply with the most recent versions of:

1. The Town of Old Orchard Beach, Maine Subdivision Review Standards, ARTICLE 6 - STREET DESIGN AND CONSTRUCTION STANDARDS
2. Ordinance Governing Acceptance of Proposed Streets and Assessment of Costs
3. Zoning Ordinance of the Town of Old Orchard Beach

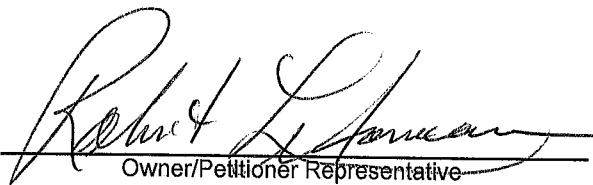
Submit 13 copies of the Application and Documents to OOB Planning Department

Verify submittal deadlines with the OOB Planning Department

Attach a check payable to the Town of Old Orchard Beach for Application fees.

ALL SUBMITTALS MUST BE DELIVERED TO THE PLANNING DEPARTMENT NO LATER THAN 4:00 pm 14 DAYS BEFORE THE NEXT TOWN COUNCIL MEETING.

The Undersigned hereby makes application to the Town of Old Orchard Beach for Acceptance of the Street and declares the foregoing documents to be true and accurate to the best of his/her knowledge.


Owner/Petitioner Representative

25 October 2024
Date

OOB Planning Department

One Portland Avenue, Old Orchard Beach, ME. 04064 Phone: 207 934 5714 Fax: 207 934 5911

Sawgrass Community Subdivision Town of Old Orchard Beach Road Acceptance Agreement Owner/Petitioner Representative

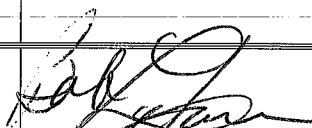
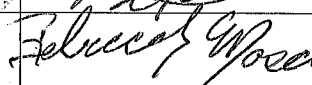
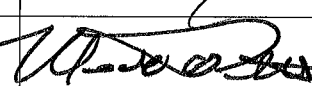
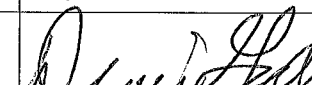




We, the abutting property owners to Common area roads [Blueberry Ln & Honeysuckle Dr] at Sawgrass Community Subdivision agree to turn over the common roads to the Town of Old Orchard Beach, and appoint Bob Letourneau as owner/petitioner representative to act as Agent for the Roadway Acceptance Application before the town of Old Orchard Beach.

Address	Lot(s)	Owner(s)	
1 Blueberry Ln	Lot 17/18	R. & M. Letourneau	
2 Blueberry Ln	Lot 2	B. & R. Mosca	
5 Blueberry Ln	Lot 16	M. Platt	
6 Blueberry Ln	Lot 3/4	G. & D Gadbois	
8 Blueberry Ln	Lot 5	G. & A. Garrison	
12 Blueberry Ln	Lot 6/7	D. Katz	
14 Blueberry Ln	Lot 8	L. & L. Schmmel	
13 Blueberry Ln	Lot 10	R. Michalowski / S. Carson	
56 Wild Dunes Rd	Lot 1	N. Andrus	
1 Honeysuckle Dr	Lot 13	J. & J. Mazarro	
2 Honeysuckle Dr	Lot 14	P. Hast	
3 Honeysuckle Dr	Lot 12	T. Dodge Trustee	
4 Honeysuckle Dr	Lot 15	C. Eason	
5 Honeysuckle Dr	Lot 10	Steve & Michelle Cowan	

LIST OF ABUTTERS

Sawgrass Community Subdivision Town of Old Orchard Beach Road Acceptance Agreement Owner/Petitioner Representative

We, the undersigned abutting property owners to Common area roads [Blueberry Ln & Honeysuckle Dr] at Sawgrass Community Subdivision agree to turn over the common roads to the Town of Old Orchard Beach, and appoint Bob Letourneau as owner/petitioner representative to act as Agent for the Roadway Acceptance Application before the town of Old Orchard Beach.


Address	Lot(s)	Owner(s)		Date
1 Blueberry Ln	Lot 17/18	R. & M. Letourneau		28 Aug 24
2 Blueberry Ln	Lot 2	B. & R. Mosca		8/31/24
5 Blueberry Ln	Lot 16	M. Platt		8/31/24
6 Blueberry Ln	Lot 3/4	G. & D Gadbois		8/31/24
8 Blueberry Ln	Lot 5	G. & A. Garrison		
12 10 Blueberry Ln	Lot 6/7	D. Katz	ATTACHED	-
14 Blueberry Ln	Lot 8	L. & L. Schmmel		8/31/24
13 Blueberry Ln	Lot 10	R. Michalowski / S. Carson		9/3/24
1 Honeysuckle Dr	Lot 13	J. & J. Mazarro		8/31/24
2 Honeysuckle Dr	Lot 14	P. Hast	ATTACHED -	
3 Honeysuckle Dr	Lot 12	T. Dodge Trustee		
4 Honeysuckle Dr	Lot 15	C. Eason		
5 Honeysuckle Dr	Lot 10	Steve & Michelle Cowan		9/3/24

Sawgrass Community Subdivision

Town of Old Orchard Beach Road Acceptance Agreement

Owner/Petitioner Representative

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8 Blueberry Ln	Lot 5	G. & A. Garrison		
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Sawgrass Community Subdivision Town of Old Orchard Beach Road Acceptance Agreement Owner/Petitioner Representative

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8 Blueberry Ln	Lot 5	G. & A. Garrison		
10Blueberry Ln	Lot 6/7	D. Katz		
14 Blueberry Ln	Lot 8	L. & L. Schmmel		
13 Blueberry Ln	Lot 10	R. Michalowski / S. Carson		
1 Honeysuckle Dr	Lot 13	J. & J. Mazarro		
2 Honeysuckle Dr	Lot 14	P. Hast	<i>P. Hast</i>	<i>8/28/25</i>
3 Honeysuckle Dr	Lot 12	T. Dodge Trustee		
4 Honeysuckle Dr	Lot 15	C. Eason		
5 Honeysuckle Dr	Lot 10	Steve & Michelle Cowan		


WARRANTY DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS,

THAT Daily Double Enterprises, LLC, a Maine limited liability company with offices in Old Orchard Beach, in the County of York and State of Maine, for good and valuable consideration, grant to the **Town of Old Orchard Beach**, a municipal corporation with a mailing address of 1 Portland Avenue, Old Orchard Beach, ME 04064, with warranty covenants, for highway purposes and without claim for damages, all of its right, title and interest in and to the streets and ways identified as Blueberry Lane and Honeysuckle Drive as described in Exhibit A annexed hereto and made a part hereof and as depicted on the subdivision plan entitled "Sawgrass Subdivision, Amended Subdivision Plan" last dated August 29, 2022 and approved by the Town Planner on August 31, 2022, recorded in the York County Registry of Deeds in Plan Book 426, Page 30, to which plan reference may be made for a more particular description of the premises hereby conveyed; together with all of the rights appurtenant thereto and all guardrails, hydrants, curbing, street signs, sewer, catch basins and associated drainage piping situated in or under said roadway right of way, but specifically excluding any stormwater runoff systems outside of the right of way, all electrical systems, fixtures, lighting electricity costs, sewer outside of the right of way, gas, trees, mailboxes and the responsibility of snow removal around the mailboxes, common parking areas, all retaining walls, all of which the Grantor previously conveyed to the Sawgrass Community Association.

Also specifically excluding sidewalks, for which Grantee is granted a public easement over and will maintain, except for snow removal which remains the responsibility of Grantor, its successors and assigns.

IN WITNESS WHEREOF, Daily Double Enterprises, LLC, has caused this instrument to be signed and sealed by George J. Kerr, its Manager, thereunto duly authorized, this 2nd day of August 2025.



Witness

DAILY DOUBLE ENTERPRISES, LLC

By: 

George J. Kerr
Its Manager

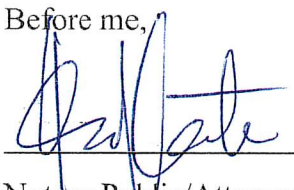
STATE OF MAINE

COUNTY OF YORK, ss.

August 2, 2025

Personally appeared the above-named George J. Kerr, duly authorized Manager of Daily Double Enterprises, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Daily Double Enterprises, LLC.

Before me,



Notary Public/Attorney at Law BAR No 2230

Print Name: NEAL WEINSTEIN

My commission expires: permanent

EXHIBIT A

Blueberry Lane

Starting at the intersection of Wild Dunes Way and Blueberry Lane, and at the Northwestern corner of lot 1 on the referenced subdivision plan; thence running southwesterly by an arc turning north with a radius of 57.00' and length of 55.77', thence running S 78°30'44" W 220.61' to an arc turning south with a radius of 92.00' for a distance of 64.35', thence S 38°26'10" W 65.15' to an arc turning north with a radius of 92.00' for a distance of 75.10', thence S 85°12'41" W 7.98' to the northwest corner of lot 8 abutting Long Cove Road, thence by an arc with a radius of 275.00' perpendicular to said line traveling north and turning west by a distance of 40.04' to the southwestern corner of lot 10, N85°12'41"E 7.98' to an arc turning north by a radius of 52.00' and a distance of 42.45', thence N38°26'10"E 46.39' to the southeast corner of lot 10 abutting the intersection of Honeysuckle Drive, thence N38°26'10"E 18.77' through said intersection to an arc turning south with a radius of 132.00' for a distance of 21.86' to the southwest corner of lot 15, thence by arc turning south with a radius of 132.00' for a distance of 70.47', thence N78°30'44"E 220.61 to an arc turning north with a radius of 17.00' for a distance of 14.16' to the corner of "open space 2" lot abutting the intersection of Blueberry Lane and Wild Dunes Way, thence by a perpendicular arc running and turning south with a radius of 1775.00' for a distance of 40.26' to the point of beginning.

Honeysuckle Drive

Starting at the western side of the intersection of Blueberry Lane and Honeysuckle Drive, the southeastern corner of lot 10 on the referenced subdivision plan; thence running N39°26'19"W 39.49' to the front corner of lots 10 & 11, thence running northwest by arc turning north by a radius of 82.00' and a distance of 33.97', thence N5°44'10"W 79.81' to the front corner of lots 12 & 13, thence northeast by arc turning east by a radius of 82.00' and distance 28.04', thence N6°25'59"E 26.12' to the northeast corner of lot 13 and intersection of Wild Dunes Way, thence southeast by perpendicular arc along Wild Dunes Way turning south by a radius of 1775' and a distance of 40.00' to the northwestern corner of lot 14, thence S6°25'59"W 26.09' to an arc turning east with a radius of 42.00' and a distance of 16.25', thence S5°44'10"E 79.81' to an arc turning east with a radius of 42.00' for a distance of 17.40', thence S39°26'19"E 32.77' to the southwestern corner of lot 15 and the intersection of Blueberry Lane, thence by arc turning south through said intersection with a radius of 132.00' for a distance of 21.86', thence S38°26'10"W 18.77' to the corner of the intersection and the point of beginning.

Being a portion of those premises conveyed to Daily Double Enterprises, LLC, by warranty deed of Barbara A. Boutet, Inc., dated April 26, 2017, and recorded in the York County Registry of Deeds in Book 17463, Page 384.

(space above is reserved for recording information)

ACCESS AND UTILITIES EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **Jonathan N. Mazzaro** and **Jennifer P. Mazzaro**, with mailing address of 1 Honeysuckle Dr., Old Orchard Beach, ME 04064 ("GRANTOR"), does hereby grants to **TOWN OF OLD ORCHARD BEACH**, ME, a body corporate and politic and Maine municipal corporation, with an address of 1 Portland, Avenue, Old Orchard Beach, Maine, 04064 (GRANTEE"), for consideration paid, the receipt of which is hereby acknowledged, a right and easement for the purposes of pedestrian and vehicular access, and the maintenance of roadway and utilities, running from the Northwest corner of Honeysuckle Lane over the northeast corner of a portion of Grantor's property identified as Lot L13, on Tax Map 105A [Parcel ID 105A-1-L13] now on file with the Old Orchard Beach Assessor's Office, and more particularly described as a portion of [Lot 13 (formerly Lot 15 on the prior Plan of Sawgrass Subdivision recorded in Plan Book 392, Page 44) as depicted upon the plan entitled "Sawgrass Subdivision, Amended Subdivision Plan" dated January 28, 2015, as revised through September 20, 2019, and recorded October 11, 2019 in the York County Registry of Deeds in Plan Book 404, Page 37, to which plan and the record thereof reference is made for a more particular description, to Wild Dunes Drive ("the Easement Area"). The Easement Area shall not be relocated, enlarged, reconfigured or modified in any manner (other than routine paving and resurfacing) by Grantee without the Grantor's prior written consent.

This Easement Area is approximately 258 square feet and includes the right to construct, maintain, install repair, replace and operate the roadway and utilities located within the Easement Area. It is that area of As-Built roadway that deviates from the original September 2019 Sawgrass Subdivision plans recorded in the York County Registry Book of Deeds noted above.

The Easement Area specifically is defined by; commencing at northeast corner of the Grantor's lot: proceeding northwest for 11.94' along S84° 45' 11", then turning southeast for 45.34' along N11° 45' 22", then returning northeast for 43.28' along N6° 25' 59" to starting corner, such portion being the shaded area identified as the Easement Area on the plan attached hereto as Exhibit A.

Grantor, and its successors and assigns shall have the right, in common with Grantee to cross and access the right of way granted herein from time to time, provided however that such use shall not interfere with Grantee's rights. Grantee shall keep and maintain the roadway and Easement Area in good order and repair, such maintenance being the sole responsibility of Grantee.

Grantee and their successors and assigns, agree to indemnify and hold harmless Grantor and its successors and assigns, from and against any and all damages, liabilities, losses, expenses, claims and suits (including the cost of defending the same or enforcing this indemnity or Easement, including reasonable attorneys' fees) incurred, threatened or suffered by Grantor, its successors and assigns in consequence of either bodily injury to any person (including death) or damage to any property arising out of, or in connection with, the use of the Easement granted to Grantee their successors and assigns, and/or the exercise by Grantee, their successors and assigns, of the rights granted by this Easement or the breach or violation of the terms hereof. Grantee, its successors and assigns shall be exclusively responsible for all acts or costs required to maintain the Easement Area.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the parties, their successors and assigns forever

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first written above.

Jonathan N. Mazzaro and Jennifer P. Mazzaro

_____ By: _____

STATE OF MAINE

York, ss _____, 2025

Personally appeared the above named **Jonathan N. Mazzaro and Jennifer P. Mazzaro**, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Town.

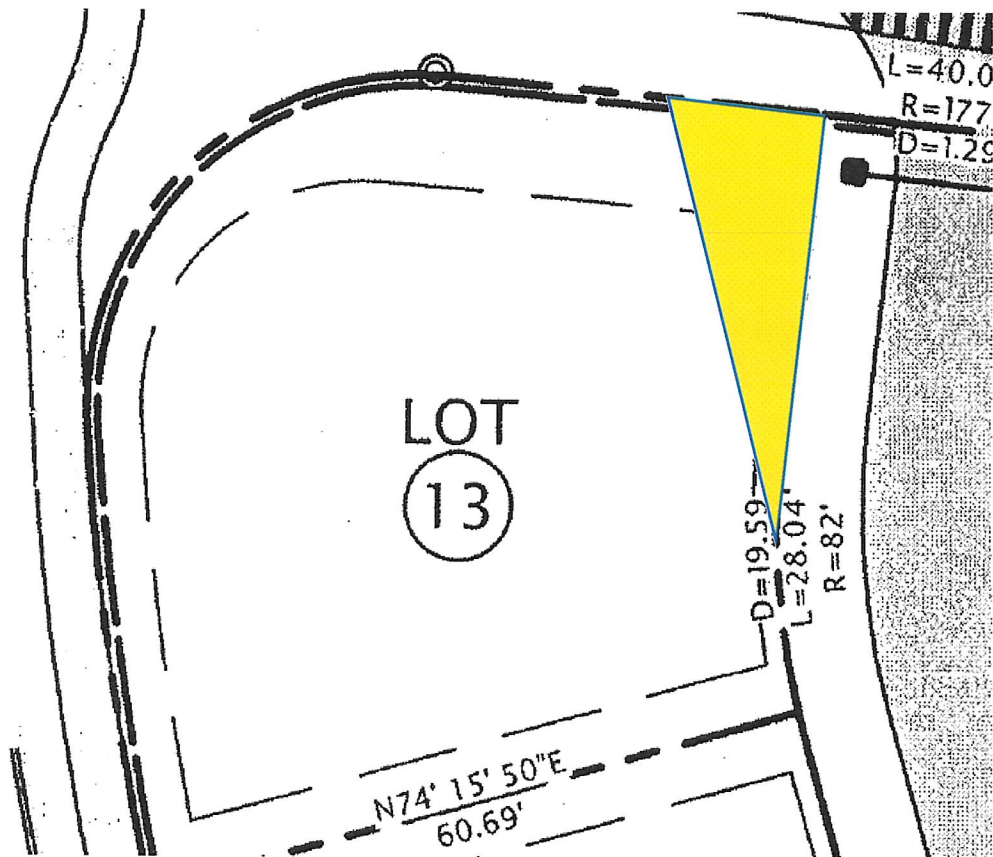
Before me, _____

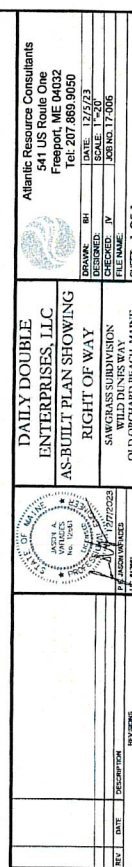
Notary Public/Maine Attorney-At-Law

Print Name

My Commission Expires _____

Exhibit A





238 4124



LEGEND

SURVEY NOTES:

GENCOAKS

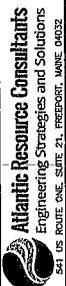
THE DRAIN BASIN FOR ALL PROJECTS IN THE DUNBARSON AREA WAS ORIGINALLY A 100' X 100' SQUARE. THE DRAINAGE AREA WAS 10,000 SQ. FT. TO CONVERT THIS DRAINAGE AREA TO HECTARES IT IS 2.27 HECTARES.

COORDINATES

BEARING AND NORTH COORDINATES, SLOPE, ELEVATION, ARE PLACED UPON MAJOR STATE COORDINATED SYSTEM HIGH 2000 AND 10000, USING GPS CONTROL

THIS PLAN SHOWS THE PROPOSED APPROVED PLAN TITLE:
"AMENDED SUBDIVISION PLAN, SANBARSESS DATED: APR. 1, 2021, REVISION
N- IN THIS AMENDMENT LOTS 2, 10 & 11 HAVE BEEN COMBINED TO
CREATE ONLY 2 LOTS, LOT 9 IS ELIMINATED AND LOTS 10 & 11 HAVE BEEN
ATTACHED EITHER TO PLAN VIEW AND LOT AREAS, DOUBLE THE SHEET.

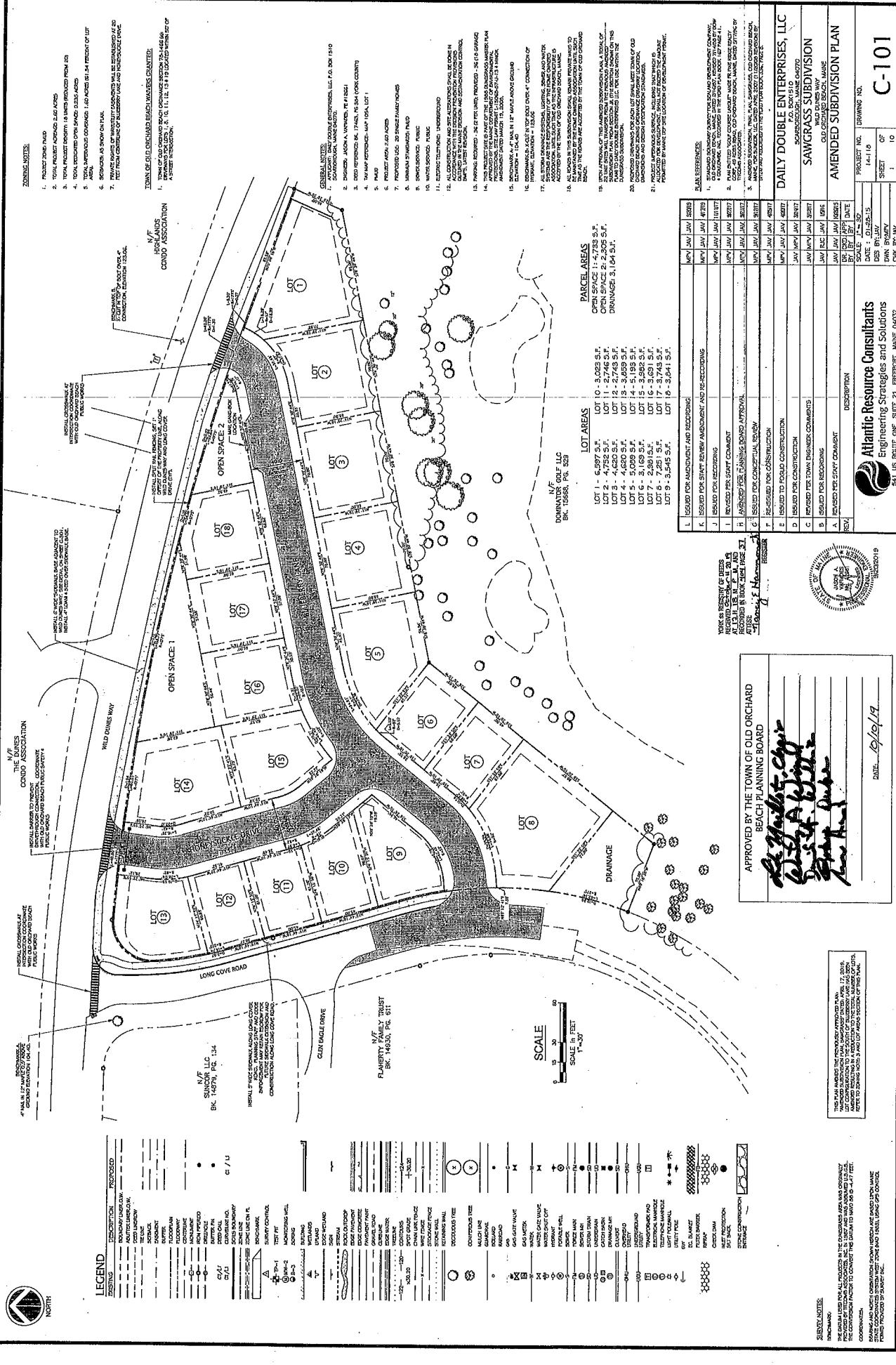
YORK COUNTY REGISTRY OF DEEDS
RECEIVED AUG 31 2022
AT 1 HOUR 58 MIN. PM
AND RECORDED IN BOOK 426 PAGE 30
ATTEST Diana Gentry
CLERK



Atlantic Resource Consultants
 Engineering Strategies and Solutions
 541 US ROUTE ONE, SUITE 27, FREEPORT, MAINE 04032
 SCALE: 1" = 30'
 DATE: 01-26-15
 DES: EBY/JAV
 DWN: EBY/JAV
 CHK: EBY/JAV

10

Subdivision Plan Reduced in EASEMENT DEED



ZONING NOTES

1. PLANNED SUBDIVISION
2. TOTAL PROJECT AREA: 1.63 ACRES
3. TOTAL PROJECT AREA: 1.63 ACRES
4. TOTAL PROJECT AREA: 1.63 ACRES
5. TOTAL PROJECT AREA: 1.63 ACRES
6. TOTAL PROJECT AREA: 1.63 ACRES
7. TOTAL PROJECT AREA: 1.63 ACRES

TOWN OF OLD ORCHARD BEACH MASTER PLAN

1. TOWN OF OLD ORCHARD BEACH MASTER PLAN
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3. TOWN OF OLD ORCHARD BEACH MASTER PLAN
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17. TOWN OF OLD ORCHARD BEACH MASTER PLAN
18. TOWN OF OLD ORCHARD BEACH MASTER PLAN

GENERAL NOTES

1. TOWN OF OLD ORCHARD BEACH MASTER PLAN
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17. TOWN OF OLD ORCHARD BEACH MASTER PLAN
18. TOWN OF OLD ORCHARD BEACH MASTER PLAN

PARCEL AREAS

- LOT 1 - 3,022 S.F.
- LOT 2 - 3,022 S.F.
- LOT 3 - 3,022 S.F.
- LOT 4 - 3,022 S.F.
- LOT 5 - 3,022 S.F.
- LOT 6 - 3,022 S.F.
- LOT 7 - 3,022 S.F.
- LOT 8 - 3,022 S.F.
- LOT 9 - 3,022 S.F.
- LOT 10 - 3,022 S.F.
- LOT 11 - 3,022 S.F.
- LOT 12 - 3,022 S.F.
- LOT 13 - 3,022 S.F.
- LOT 14 - 3,022 S.F.
- LOT 15 - 3,022 S.F.
- LOT 16 - 3,022 S.F.
- LOT 17 - 3,022 S.F.
- LOT 18 - 3,022 S.F.

LOT AREAS

- LOT 1 - 3,022 S.F.
- LOT 2 - 3,022 S.F.
- LOT 3 - 3,022 S.F.
- LOT 4 - 3,022 S.F.
- LOT 5 - 3,022 S.F.
- LOT 6 - 3,022 S.F.
- LOT 7 - 3,022 S.F.
- LOT 8 - 3,022 S.F.
- LOT 9 - 3,022 S.F.
- LOT 10 - 3,022 S.F.
- LOT 11 - 3,022 S.F.
- LOT 12 - 3,022 S.F.
- LOT 13 - 3,022 S.F.
- LOT 14 - 3,022 S.F.
- LOT 15 - 3,022 S.F.
- LOT 16 - 3,022 S.F.
- LOT 17 - 3,022 S.F.
- LOT 18 - 3,022 S.F.

PLAN REVISIONS

NO.	DATE	DESCRIPTION
1	JAN 10/10	ISSUED FOR REVIEW AND RECORDING
2	JAN 10/10	ISSUED FOR REVIEW AND RECORDING
3	JAN 10/10	ISSUED FOR REVIEW AND RECORDING
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98	JAN 10/10	ISSUED FOR REVIEW AND RECORDING
99	JAN 10/10	ISSUED FOR REVIEW AND RECORDING
100	JAN 10/10	ISSUED FOR REVIEW AND RECORDING

APPROVED BY THE TOWN OF OLD ORCHARD BEACH PLANNING BOARD

Handwritten signatures and dates

DATE: 10/10/19

THIS PLAN HAS BEEN APPROVED BY THE TOWN OF OLD ORCHARD BEACH PLANNING BOARD ON 10/10/19.

SUBMITTAL NOTES

THE TOWN OF OLD ORCHARD BEACH PLANNING BOARD HAS REVIEWED THIS PLAN AND HAS APPROVED IT FOR RECORDING. THE TOWN OF OLD ORCHARD BEACH PLANNING BOARD HAS REVIEWED THIS PLAN AND HAS APPROVED IT FOR RECORDING.

C-101

Stormwater Maintenance Agreement

Dirigo Wood Subdivision Maintenance Agreement Storm-Water Infrastructure Facilities

This Maintenance Agreement is made this _____ of _____ by and between Sawgrass Community Association (SCA) and the Town of Old Orchard Beach, Maine (Town).

The subdivision project name is Sawgrass Subdivision, Wild Dunes Way, Old Orchard Beach, Maine, as shown on the Plan prepared by Atlantic Resource Consultants dated September 20, 2019 and recorded in the York County Registry of deeds in Plan Book 404, Page 37 (Project).

Whereas, Project includes storm-water facilities infrastructure (SWFI) owned by SCA that requires periodic maintenance; and

Whereas, Town requires that annual inspections be carried out on the SWFI in accordance with the Maine Department of Environmental Protection (DEP), Operation and Maintenance Plan for Storm Water Facilities, as periodically updated;

Now therefore, the Parties hereby agree as follows:

1. SCA, for itself, and its successors and assigns, agrees to carry out the requirements of Chapter 71, Article III of the Town of Old Orchard Beach Code of Ordinances, including but not limited to the following:
 - (a) To prevent the buildup and storage of sediment and debris in the system, employ a qualified inspector at least once annually to inspect, clean, maintain and repair the SWFI under the control of SCA, which includes, to the extent they exist, detention and/or filtration basins or ponds, drainage swales, pipes and related structures;
 - (b) Repair any deficiencies in SWFI noted during the annual inspection;
 - (c) Allow access by Town personnel or the Town's designee for inspecting the SWFI for conformance with these requirements;
 - (d) Annually provide Town a signed certificate of compliance.
2. SCA shall record this Agreement in the York County Registry of Deeds and the Agreement shall constitute a covenant running with the land.

Sawgrass Community Association

Witness

Robert Letourneau
President, Sawgrass Community Assoc.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Sawgrass Homeowners Association**, in consideration of One Dollar (\$1.00) paid by **THE MAINE WATER COMPANY**, hereinafter referred to as the "Company", the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said **THE MAINE WATER COMPANY** the following goods and chattels, namely:

The main extension served from Wild Dunes Way, including the water main inside of the Sawgrass subdivision development in Old Orchard Beach in Maine. This includes approximately 700 feet of 8-inch water main, 200 feet of 4-inch water main, one fire hydrant, and associated appurtenances along the proposed private roadway know currently or formerly as Blueberry Lane and Honeysuckle Drive, to serve the 22 lot residential subdivision for a total of 22 water services as detailed per Site and Subdivision Final Plan, **SAWGRASS, Old Orchard Beach**, as indicated on Utility Sheet(s) C-103 & C-200, dated 3/24/2017, with final Planning Board approval on 3/12/2017 by Town of Old Orchard Beach.

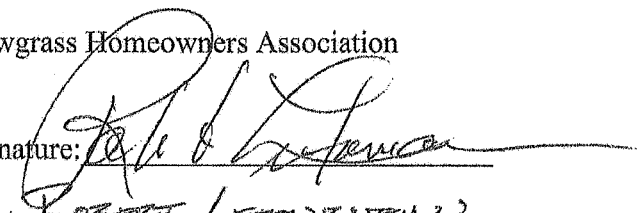
Ownership transfer to the Company is finalized when the Company puts the water main in service, which will not occur before adjustment for actual costs of the Company's participation in the development, receipt of as-built drawings, and receipt of a signed recorded utility easement.

TO HAVE AND TO HOLD, all and singular the goods and chattels to the said company, its successors, administrators, and assigns, to their own use and behoof forever.

AND that **Sawgrass Homeowners Association**, hereby covenants with the said company, that they are the lawful owner of said goods and chattels; that they are free from all encumbrances and that they have good right to sell the same as aforesaid; and that they will warrant and defend the same unto it said Company, its successors, administrators, and assigns, against the lawful claims and demands of all persons.

Signed, Sealed, and Delivered in presence of:

Sawgrass Homeowners Association

Signature: 

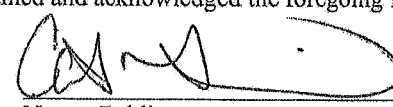
Print: ROBERT LEDUC
PRES. SAWGRASS HOA

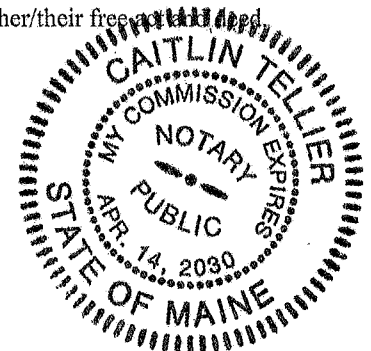
STATE OF MAINE
COUNTY OF YORK, ss

Date: 2/4/2025

Personally appeared the above-named and acknowledged the foregoing instrument to be his/her/their free and voluntary act and deed.

Before me,


Notary Public



CCTV - 18pgs

Project Information		
PROJECT NAME: sawgrass	CREATED: 2024.08.12	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

Customer:	foglio
Responsible:	justin
Department:	
Post-Office Box:	
Street:	wescott st
Location:	
Telephone:	2076087817
Telefax:	
Mobile Phone:	
E-Mail:	

Project Leader:	JACOB GAWTHORP
Responsible:	
Department:	VIDEO INSPECTION DIVISION
Post-Office Box:	
Street:	33 HEMLOCK DRIVE
Location:	NEW BOSTON, NH
Telephone:	
Telefax:	
Mobile Phone:	
E-Mail:	

Contractor:	UNDERGROUND TESTING AND SERVICE
Responsible:	SEAN CAMPBELL
Department:	VIDEO INSPECTION DIVISION
Post-Office Box:	
Street:	809 BACK MOUNTAIN RD
Location:	GOFFSTOWN NH 03045
Telephone:	603 497-5549
Telefax:	
Mobile Phone:	603-759-4088
E-Mail:	undergroundtesting@comcast.net

Town of Old Orchard Beach

Witness

xxxxxxx
Town Manager

State of Maine
County of York,ss.

_____, 2024

Personally appeared the above named _____, President Sawgrass Community Association, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity.

Before me,

Notary Public

Print Name: _____

State of Maine
County of York, ss

_____, 2024

Personally appeared the above named _____, Town Manager of the Town of Old Orchard Beach, and acknowledged the foregoing Agreement to be her free act and deed in her said capacity.

Before me,

Notary Public

Print Name: _____

Table Of Contents		
PROJECT NAME: sawgrass	CREATED: 2024.08.12	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

Project Information	Page 1
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Section: smh 2 - smh 3	Page 9
Section: smh 1 - smh 2	Page 10
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Section List		
PROJECT NAME: sawgrass	CREATED: 2024.08.12	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

No.	Section	City	Street	Length	Length Total	Date
1	smh 3 - smh 4		island dr	85.80 ft	85.80 ft	2024.08.12
2	smh 4 - smh existing		island dr	97.48 ft	183.29 ft	2024.08.12
3	smh 2 - smh 3		island dr	25.85 ft	209.13 ft	2024.08.12
4	smh 1 - smh 2		island dr	269.42 ft	478.55 ft	2024.08.12
5	smh 5 - smh 3		island dr	63.04 ft	541.59 ft	2024.08.12
6	smh 6 - smh 5		island dr	84.16 ft	625.76 ft	2024.08.12
				625.76 ft	625.76 ft	

Defect Grade Description

PROJECT NAME: sawgrass	CREATED: 2024.08.12	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

1	Excellent Condition	Minor Defects - Failure unlikely in the foreseeable future.
2	Good Condition	Defects that have not begun to deteriorate - Pipe unlikely to fail for at least 20 years.
3	Fair Condition	Moderate defects that will continue to deteriorate - Pipe may fail in 10-20 years.
4	Poor Condition	Severe defects that will become grade 5 defects within the foreseeable future - Pipe will probably fail in 5-10 years.
5	Immediate Attention	Defects require immediate attention - Pipe has failed or will likely fail within the next 5 years or sooner.

Section Protocol		
SECTION NAME: smh 3 - smh 4	SECTION NUMBER: 1	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

UPSTREAM MANHOLE NUMBER: smh 3		DOWNSTREAM MANHOLE NUMBER: smh 4	
MUNICIPAL:		START NODE STREET NAME: island dr	
LOCATION CODE:	DIRECTION OF SURVEY: Downstream (U-D)	CALCULATED LENGTH: 85.80 ft	
INSPECTION DATE: 2024.08.12		PURPOSE OF SURVEY: Pre-Acceptance	
WEATHER: Dry		SEWER MATERIAL: Polyvinyl chloride	
LINING METHOD:		SEWER DIAMETER OR HEIGHT: 8	
PRE-CLEANED: No Pre-Cleaned		SEWER SHAPE: Circular	
COMMON REMARKS:			

1 : 1300	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	0.00 ft		AMH	Manhole	00:00:09	
	10.20 ft		TF	Tap Factory Made, at 10 o'clock, 6 inch dim	00:00:36	0000
	76.82 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:02:31	0001
	85.80 ft		AMH	Manhole	00:03:04	

Section Protocol

SECTION NAME: smh 3 - smh 4	SECTION NUMBER: 1	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

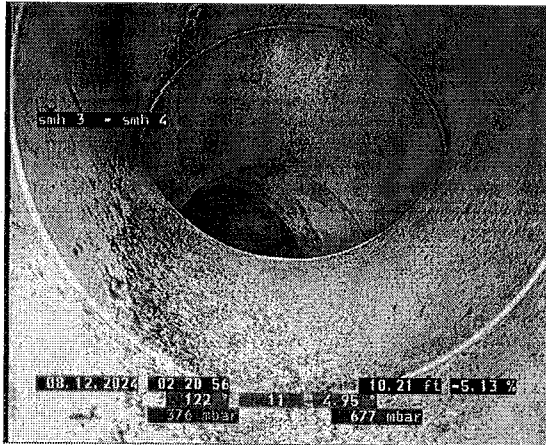


Photo File smh 3 - smh 4_0000.bmp
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 Footage Value: 10.20 ft
 Text: Tap Factory Made, at 10 o'clock, 6 inch dim

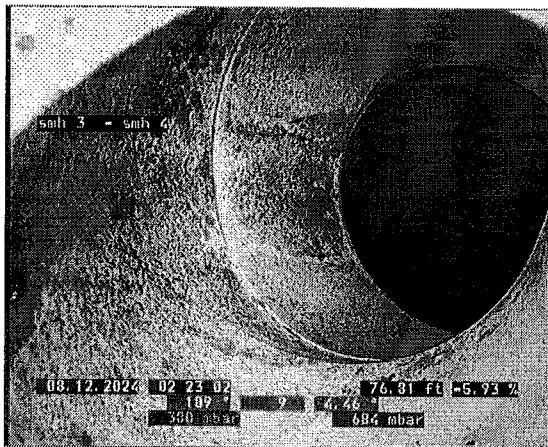
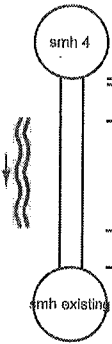


Photo File smh 3 - smh 4_0001.bmp
 Code: TF
 Footage Value: 76.82 ft
 Text: Tap Factory Made, at 8 o'clock, 6 inch dim

Section Protocol		
SECTION NAME: smh 4 - smh existing	SECTION NUMBER: 2	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

UPSTREAM MANHOLE NUMBER: smh 4		DOWNSTREAM MANHOLE NUMBER: smh existing	
MUNICIPAL:		START NODE STREET NAME: Island dr	
LOCATION CODE:		DIRECTION OF SURVEY: Downstream (U-D)	CALCULATED LENGTH: 97.48 ft
INSPECTION DATE: 2024.08.12		PURPOSE OF SURVEY: Pre-Acceptance	
WEATHER: Dry		SEWER MATERIAL: Polyvinyl chloride	
LINING METHOD:		SEWER DIAMETER OR HEIGHT: 8	
PRE-CLEANED: No Pre-Cleaned		SEWER SHAPE: Circular	
COMMON REMARKS:			

1 : 1150



POSITION DG

CODE

OBSERVATION

VIDEO POS

PHOTO

AMH

Manhole

00:00:10

TF

Tap Factory Made, at 2 o'clock, 6 inch dim

00:00:19

0000

TF

Tap Factory Made, at 8 o'clock, 6 inch dlm

00:01:02

0001

TF

Tap Factory Made, at 8 o'clock, 6 inch dim

00:02:45

0002

AMH

Manhole

00:03:32

Section Protocol

SECTION NAME: smh 4 - smh existing	SECTION NUMBER: 2	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

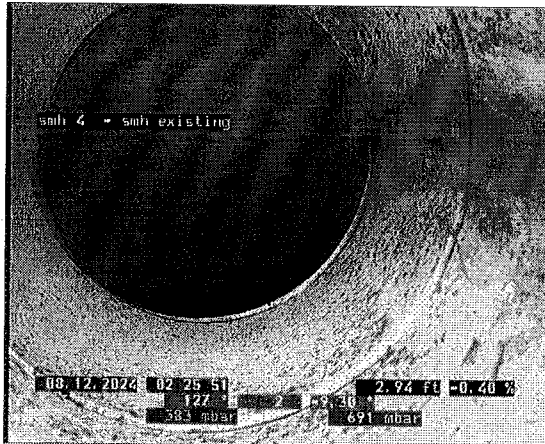


Photo File smh 4 - smh existing_0000.bmp
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 Footage Value: 2.92 ft
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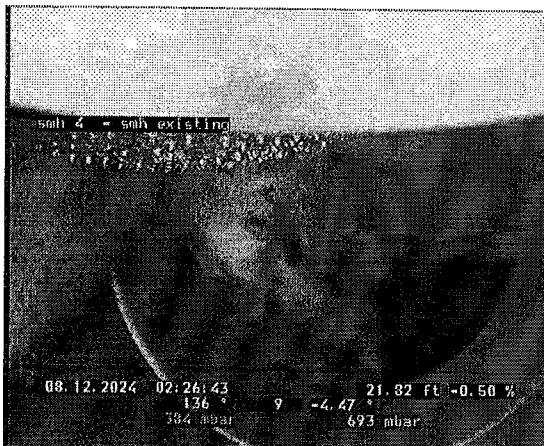


Photo File smh 4 - smh existing_0001.bmp
 Code: TF
 Footage Value: 21.81 ft
 Text: Tap Factory Made, at 8 o'clock, 6 inch dim



Photo File smh 4 - smh existing_0002.bmp
 Code: TF
 Footage Value: 78.42 ft
 Text: Tap Factory Made, at 8 o'clock, 6 inch dim

Section Protocol		
SECTION NAME: smh 2 - smh 3	SECTION NUMBER: 3	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

UPSTREAM MANHOLE NUMBER: smh 2		DOWNSTREAM MANHOLE NUMBER: smh 3	
MUNICIPAL:		START NODE STREET NAME: island dr	
LOCATION CODE:		DIRECTION OF SURVEY: Upstream (U-D)	CALCULATED LENGTH: 25.85 ft
INSPECTION DATE: 2024.08.12		PURPOSE OF SURVEY: Pre-Acceptance	
WEATHER: Dry		SEWER MATERIAL: Polyvinyl chloride	
LINING METHOD:		SEWER DIAMETER OR HEIGHT: 8	
PRE-CLEANED: No Pre-Cleaned		SEWER SHAPE: Circular	
COMMON REMARKS:			

1 : 750	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	0.00 ft		AMH	Manhole	00:00:09	
	25.85 ft		AMH	Manhole	00:01:03	

Section Protocol

SECTION NAME: smh 1 - smh 2	SECTION NUMBER: 4	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

UPSTREAM MANHOLE NUMBER: smh 1		DOWNSTREAM MANHOLE NUMBER: smh 2	
MUNICIPAL:		START NODE STREET NAME: Island dr	
LOCATION CODE:		DIRECTION OF SURVEY: Upstream (U=D)	CALCULATED LENGTH: 269.42 ft
INSPECTION DATE: 2024.08.12		PURPOSE OF SURVEY: Pre-Acceptance	
WEATHER: Dry		SEWER MATERIAL: Polyvinyl chloride	
LINING METHOD:		SEWER DIAMETER OR HEIGHT: 8	
PRE-CLEANED: No Pre-Cleaned		SEWER SHAPE: Circular	
COMMON REMARKS:			

1 : 1450	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	<u>0.00 ft</u>		AMH	Manhole	00:00:09	
	<u>29.45 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:00:46	0000
	<u>54.12 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:01:43	0001
	<u>70.45 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:02:24	0002
	<u>97.58 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:03:09	0003
	<u>111.65 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:03:49	0004
	<u>140.19 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:04:49	0005
	<u>161.80 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:05:34	0006
	<u>199.88 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:06:48	0007
	<u>249.15 ft</u>		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:08:32	0008
	<u>269.42 ft</u>		AMH	Manhole	00:09:18	

Section Protocol

SECTION NAME: smh 1 - smh 2	SECTION NUMBER: 4	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

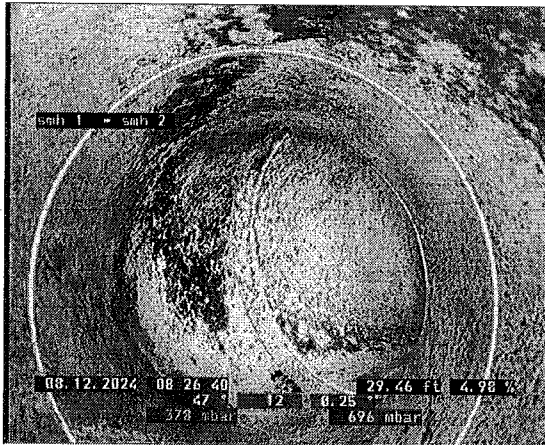


Photo File smh 1 - smh 2__0000.bmp
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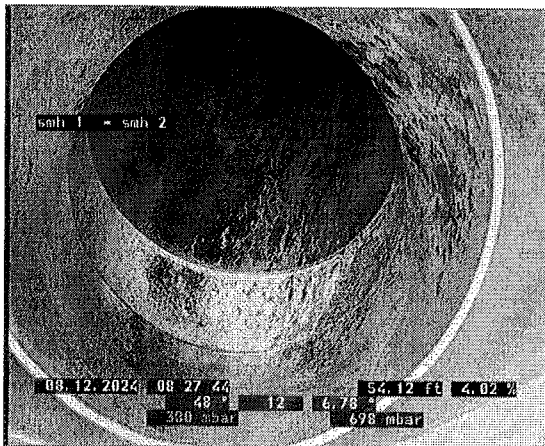


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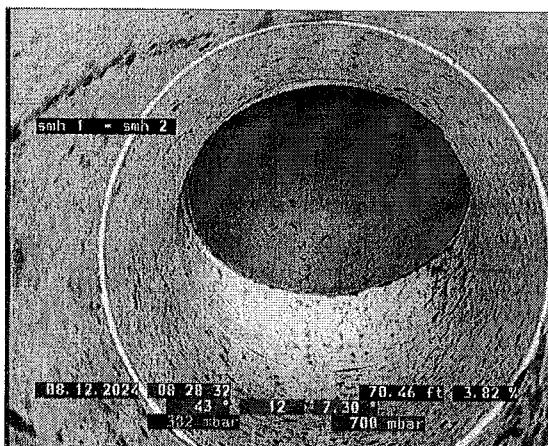


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 Footage Value: 70.45 ft
 Text: Tap Factory Made, at 12 o'clock, 6 inch dim

Section Protocol

SECTION NAME: smh 1 - smh 2	SECTION NUMBER: 4	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

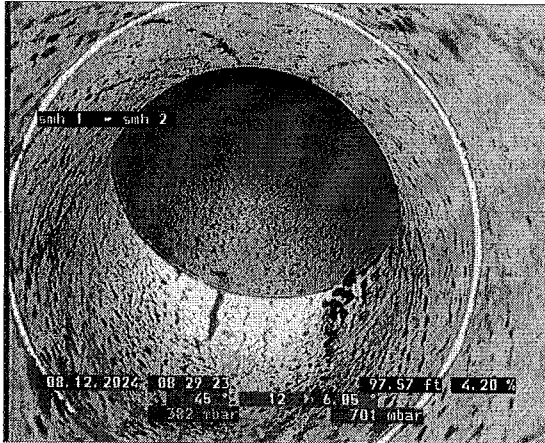


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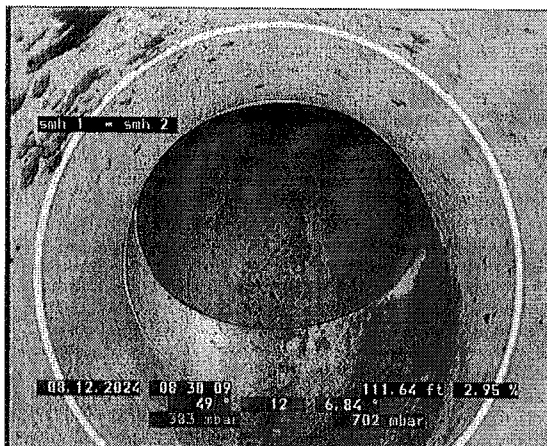


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 Footage Value: 140.19 ft
 Text: Tap Factory Made, at 12 o'clock, 6 inch dim

Section Protocol

SECTION NAME: smh 1 - smh 2	SECTION NUMBER: 4	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

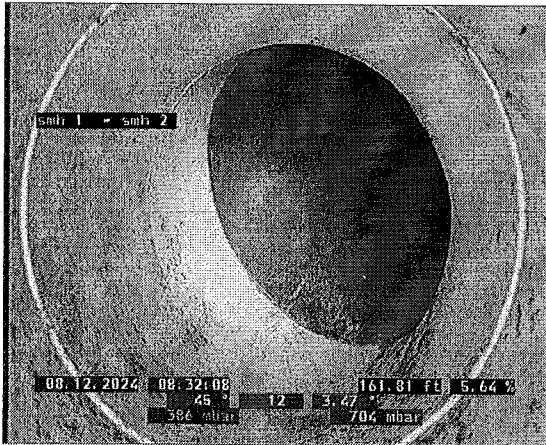


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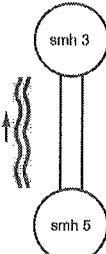
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Photo File smh 1 - smh 2__0008.bmp
 Code: TF
 Footage Value: 249.15 ft
 Text: Tap Factory Made, at 12 o'clock, 6 inch dim

Section Protocol		
SECTION NAME: smh 5 - smh 3	SECTION NUMBER: 5	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

UPSTREAM MANHOLE NUMBER: smh 5	DOWNSTREAM MANHOLE NUMBER: smh 3	
MUNICIPAL:	START NODE STREET NAME: island dr	
LOCATION CODE:	DIRECTION OF SURVEY: Upstream (U-D)	CALCULATED LENGTH: 63.04 ft
INSPECTION DATE: 2024.08.12	PURPOSE OF SURVEY: Pre-Acceptance	
WEATHER: Dry	SEWER MATERIAL: Polyvinyl chloride	
LINING METHOD:	SEWER DIAMETER OR HEIGHT: 8	
PRE-CLEANED: No Pre-Cleaned	SEWER SHAPE: Circular	
COMMON REMARKS:		

1 : 1250	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	0.00 ft		AMH	Manhole	00:00:10	
	31.13 ft		TF	Tap Factory Made, at 3 o'clock, 6 inch dim	00:01:02	0000
	63.04 ft		AMH	Manhole	00:01:54	

Section Protocol

SECTION NAME: smh 5 - smh 3	SECTION NUMBER: 5	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

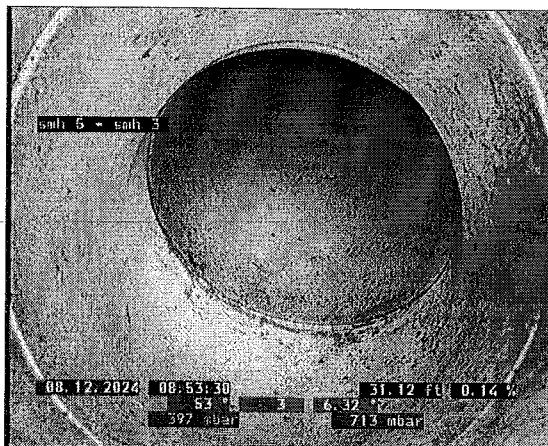


Photo File smh 5 - smh 3__0000.bmp

Code: TF

Footage Value: 31.13 ft

Text: Tap Factory Made, at 3 o'clock, 6 inch dim

Section Protocol		
SECTION NAME: smh 6 - smh 5	SECTION NUMBER: 6	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

UPSTREAM MANHOLE NUMBER: smh 6		DOWNSTREAM MANHOLE NUMBER: smh 5	
MUNICIPAL:		START NODE STREET NAME: Island dr	
LOCATION CODE:		DIRECTION OF SURVEY: Upstream (U-D)	CALCULATED LENGTH: 84.16 ft
INSPECTION DATE: 2024.08.12		PURPOSE OF SURVEY: Pre-Acceptance	
WEATHER: Dry		SEWER MATERIAL: Polyvinyl chloride	
LINING METHOD:		SEWER DIAMETER OR HEIGHT: 8	
PRE-CLEANED: No Pre-Cleaned		SEWER SHAPE: Circular	
COMMON REMARKS:			

1 : 700	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
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	0.39 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:00:18	0000
	27.91 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:01:31	0001
	29.65 ft		TF	Tap Factory Made, at 3 o'clock, 6 inch dim	00:01:52	0002
	69.54 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:03:10	0003
	80.79 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:03:42	0004
	84.16 ft		AMH	Manhole	00:04:01	

Section Protocol

SECTION NAME: smh 6 - smh 5	SECTION NUMBER: 6	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

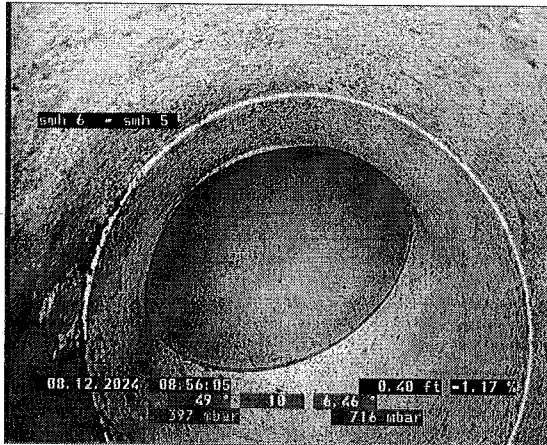


Photo File smh 6 - smh 5__0000.bmp
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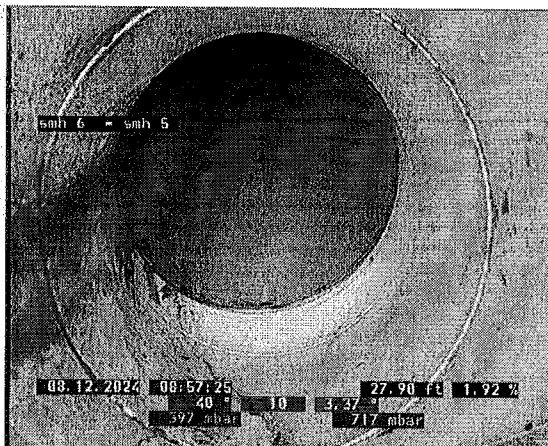


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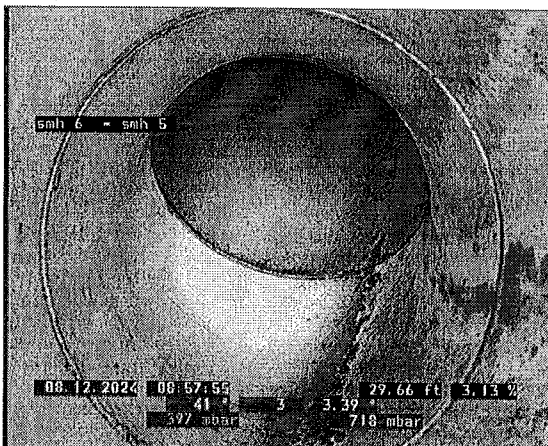


Photo File smh 6 - smh 5__0002.bmp
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 Footage Value: 29.65 ft
 Text: Tap Factory Made, at 3 o'clock, 6 inch dim

Section Protocol

SECTION NAME: smh 6 - smh 5	SECTION NUMBER: 6	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

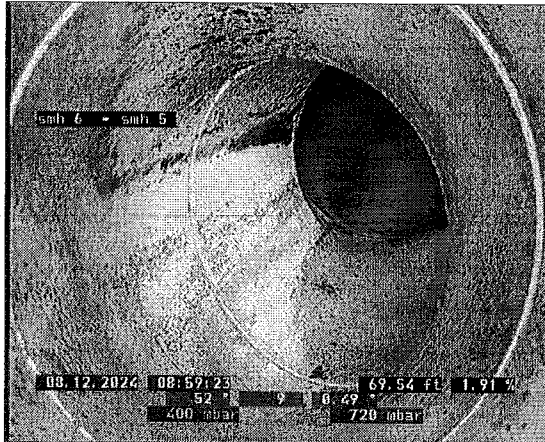


Photo File smh 6 - smh 5__0003.bmp
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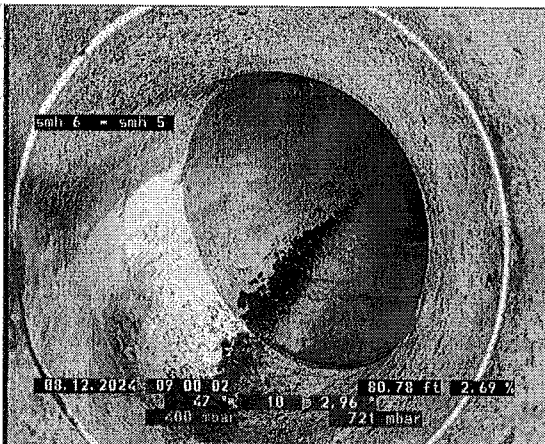


Photo File smh 6 - smh 5__0004.bmp
 Code: TF
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 Text: Tap Factory Made, at 8 o'clock, 6 inch dim

HOA DOCS - 14 pgs

NANCY E HAMMOND, REGISTER OF DEEDS



Bk 17952 PG 696
Instr # 2019017703
05/20/2019 12:05:34 PM
Pages 12 YORK CO

**DECLARATION OF RESTRICTIVE COVENANTS FOR
SAWGRASS HOMEOWNER'S ASSOCIATION
OLD ORCHARD BEACH, MAINE**

THIS DECLARATION OF RESTRICTIVE COVENANTS made this 16th day of May 2019, by Daily Double Enterprises, LLC, a Maine limited liability company, with a place of business in Old Orchard Beach, Maine (hereinafter the "Declarant").

WHEREAS, Declarant is the owner of certain lots situated in Old Orchard Beach, Maine described as Lots 1 through 20, and associated interior roads and common areas, all as shown on the plan entitled "Sawgrass Subdivision, Amended Subdivision Plan", dated 1/28/15 by Atlantic Resource Consultants, recorded in the York Registry of Deeds in Plan Book 401, Page 33 (the "Plan"), and described in Exhibit A annexed hereto (hereinafter the Property"); and

WHEREAS, the Declarant wishes to provide for the maintenance and protection of the Lots and Buildings thereon through certain agreements, covenants, reservations, easements, charges and restrictions as hereinafter set forth; and

NOW, THEREFORE, in order to provide for the mutual protection and benefit of each Lot and Building, Declarant hereby declares that the ownership, occupancy, use and conveyance of the Property, to include each Lot and Building, together with the associated common area, is subject to the following restrictive covenants, easements, and equitable servitudes which are hereby established for the mutual benefit of the properties and owners, and future and subsequent owners, of the Lots and Buildings, and they are not personal to the Declarant, and are intended to and shall run with the land continue in force and effect in perpetuity.

ARTICLE 1
THE HOMEOWNERS ASSOCIATION

1.1 Declarant shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are herein set forth until the formation of a homeowner's association as provided for in Paragraph 1.2 of this Article; provided, however, Declarant shall in no event be liable to any party for injury or damage to any person or property occasioned by any failure of enforcement thereof.

1.2 Declarant shall, not later than the date of sale of the first Lot to a third party, cause to be formed an incorporated nonprofit homeowners association to be known as Sawgrass Homeowner's Association (the "Association"). Every person, corporation, limited liability company, partnership, trust, estate or other entity that is an owner of a Lot, as reflected by the records of the York County Registry of Deeds, shall be a member of the Association, provided that any person or entity holding a mortgage or other interest primarily as security for an obligation shall not be a member of the Association except as provided in Paragraph 3.10. The owner or owners of each Lot within the Property shall have one vote in the governance of the Association for each Lot so owned. The Declarant may form the Association at any time prior to such date, if it shall so choose. In the event the Declarant fails to form the Association as described, the owners of the Lots shall have the powers of the Association and shall be authorized to form the Association.

E 12 p -> Weinstein, Lovell
431 main St
Saco 04072

1.3 Once so established, the Association (or as authorized by the Bylaws, the Board of Directors on behalf of the Association) shall enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities of the Declarant as are set forth herein, except to the extent that they are expressly reserved to the Declarant herein, specifically including the covenants, conditions and restrictions set forth in Section 2.1; and all rights, powers, reservations and duties of the Declarant (except such as they may have as owner of a Lot or Lots) shall terminate, the same to be thereafter exercised solely by the Association, except for those rights and easements reserved by name to the Declarant, or theretofore conveyed or otherwise vested in others. Notwithstanding anything to the contrary contained herein, until all of the lots in the subdivision are sold, the Declarant hereby reserves the fee interest in the streets and ways shown on the said subdivision plan, and the improvements therein, pursuant to 23 M.R.S.A. § 3031(4). Unless and until Honeysuckle Drive and/or Blueberry Lane are accepted as public streets by the Town of Old Orchard Beach, the Association shall be responsible for the maintenance and repair of such streets as well as the drainage and stormwater management facilities associated therewith or shown on the Plan. Upon the sale of the last Lot to a third party, the Declarant shall deliver, and the Association shall accept, a quitclaim deed to all of the roads, open space and common areas, including drainage facilities, to the Association, and the Association shall thereafter be the owner of the fee interest in Honeysuckle Drive and/or Blueberry Lane

1.4 In order to pay the costs of discharging the obligations of the Declarant or the Association, the owner(s) of each Lot shall be subject to a monthly assessment as reasonably established by the Declarant (or the Association once so established) as further provided in the Bylaws. Such payment is to be made at the address designated by the Declarant or Association, as the case may be. Any Lot, including but not limited to those owned by Declarant, shall be exempt from paying monthly assessments until the sooner of (1) the date a certificate of occupancy is issued for a dwelling unit on that Lot, or (2) two (2) years after the date a Lot was first conveyed by Declarant to any other party.

All charges assessed hereunder shall be payable monthly on the first day of the month and shall bear interest at the rate of 12% per annum from 30 days after the due date and shall constitute a lien upon the Lot and Unit enforceable in the same manner as provided by Maine law and practice for the enforcement of real estate mortgages in default, including the obligation to pay reasonable costs and fees, including reasonable attorneys fees, for collecting such charges and protecting and enforcing the lien thereof. Said monthly assessments shall be applied to those expenses appropriate to the administration of the terms and provisions of the within Declaration, including, but not limited to, the performance and enforcement of the agreements, covenants, reservations, easements, charges and restrictions as contained herein and the costs, expenses and legal fees relating to the formation, administration and activities of the Association. Once said Association has been formed as provided by Paragraph 1.2, the amount of the monthly assessment and any special assessments shall be established in accordance with the Bylaws. The Bylaws shall allow for expenses which benefit fewer than all of the Lots to be assessed exclusively against the benefited Lots.

ARTICLE 2
IN OR WITH RESPECT TO THE LOTS

2.1 Except as provided in Section 2.2, no accessory building or structure, addition, fence, or other yard structure, shall be constructed upon any Lot, nor shall any alteration or addition or change to the exterior of a Building be made, unless pursuant to an amendment of this Declaration duly approved by vote of the Association in accordance with Section 2.7 hereof.

2.2 Notwithstanding Section 2.1, the Declarant or the Association may adopt reasonable rules and regulations regulating fences, sheds, signs, canopies, antennas, clotheslines and any other structures or things which affect the appearance from the exterior of buildings. Owners of Lots shall not construct, install, use or erect anything to alter the appearance of a Lot or Building, except as permitted by such rules and regulations which shall be consistent with the minimum requirements as follows:

- (a) Structures. No building or other structure of any kind, other than the single-family residence constructed on the premises shall be erected on said property. Subject to such reasonable rules as may be adopted by the Declarant or the Board of Directors, outbuildings such as sheds or storage units may only be erected when associated with a residence. All dwelling houses shall have a minimum main house living space of at least one thousand (1,400) square feet (the term living space shall not include any garage, basement or unheated area). Notwithstanding the above, Declarant, and Declarant's designees may use any Lot or improvement thereon owned or leased by it as a model home and for sales and/or construction offices..
- (b) Single Family Residence. The premises shall be used only for residential purposes, and, without limitation, no commercial, industrial, business, or farming use or enterprise of any nature or description shall be carried on at the premises. At least 70% of all such residential structures must be owner-occupied as a primary residence, second home or seasonal residence.
- (c) Conformance with Code. This Declaration is independent of any requirements or restrictions imposed by the ordinances of the Town of Old Orchard Beach. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. Except as otherwise expressly stated herein, the Town of Old Orchard Beach has no authority or responsibility to enforce the provisions of this Declaration.
- (c) Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be used as a residence on any Lot, except the Declarant, or its designees may use any Lot or improvement thereon owned or leased by it as a model home and for sales and/or construction offices.
- (d) Machinery/Commercial Vehicles. No machinery, unregistered motor vehicles, commercial vehicles exceeding a one ton truck, or equipment of any kind shall be placed, operated or maintained upon said property except such machinery or equipment as is usual and customary in connection with and during the use, maintenance or construction of a residence; provided, however, that golf carts may be kept on the

Property, in an enclosed area, subject to rules adopted by the Declarant or Board of Directors.

- (e) **Grounds Maintenance/Trash.** No dead trees or other unsightly growth shall be permitted to remain on any part of the premises, and no refuse pile or unsightly object shall be allowed to be placed or permitted to remain on any part of the premises. No lumber, metal, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot unless it is kept or stored in sanitary containers, except for building materials used during the course of construction of any approved dwelling or permitted structure. No Lot shall be used or maintained as a dumping ground for any material. During the construction of any alteration on a Lot the Owner shall keep the construction site free of rubbish and scrap, and construction materials and trailers employed in connection with such construction shall be kept in a neat and orderly manner. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and recurring basis may be placed on or near the street adjacent to a Lot in an approved container on any day that a pick-up is to be made. At all other times, such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property.
- (f) **Trees.** Any cutting of trees shall be done in compliance with the laws of the State of Maine, any applicable municipal ordinances in existence at the time of cutting, and such rules and regulations as may be adopted by the Declarant or Association.
- (g) **Subdivision.** No Lot shall be subdivided.
- (h) **Motor Vehicles.** All authorized motor vehicles shall be stored or parked only on an Owner's Lot. Except for golf carts which are expressly permitted, all such vehicles shall be properly registered and no vehicle repairs, except those of a minor nature, such as tire or oil changes, shall be permitted on any of the common areas or on any Lot. No fuel driven motor vehicle may be driven or placed on any common areas, except on such part of the common areas, if any, specifically set aside for driving and for parking.
- (i) **Large Vehicles, etc.** No house trailer, commercial truck, recreational vehicle, camper, non-passenger vehicle, boats, boat trailers or any similar vehicles items shall be stored, parked or repaired, except for minor repairs such as a tire change, in any roadway, driveway or in the open on any Lot or common area unless parked or stored there on a temporary basis. The term "temporary" shall be as determined by the Association's Board of Directors but shall generally be no longer than one (1) day.
- (j) **Declarant's Reservation.** Nothing in this Declaration shall prohibit or restrict the Declarant, or its designees, during the development of the property from operating, parking, maintaining or otherwise using a vehicle anywhere in the property.
- (k) **Structures.** No structure may be erected, altered or maintained on any Lot in violation of the rules and regulations and all permanent structures must receive approval from the Declarant or the Board of Directors of the Association, as the case may be, prior to being built.

- (l) Model Home Use. Anything contained in this Declaration to the contrary notwithstanding, any Lot owned or leased by the Declarant or its designee, may be used by Declarant or its designee for model home purposes or for the maintenance of a real estate office as hereinabove provided. Declarant shall be entitled to conduct all activities normally associated with the development of the Property on the Property.
- (m) Front Lawn. The area within the front of the dwelling shall be kept only as a lawn for the planting of grass, trees and shrubbery. The use of side and rear yards shall be subject to rules and regulations adopted by the Declarant or Board of Directors
- (n) Fences. Notwithstanding anything to the contrary contained herein, no fence shall be permitted without the prior approval of the Declarant or Board of Directors. Fences shall not exceed six (6) feet and shall not impede surface drainage or unreasonably affect sunlight or the view of other Lot Owners. The height restriction shall not apply to enclosures of rear patios, if permitted, and shall not apply to retaining walls required by topography. The Declarant or Board of Directors of the Association shall not approve any fence which does not meet minimum municipal requirements, if any. No chain link fence of any kind shall be approved.

2.3 No dwelling or other structure or Lot shall be used for conducting any trade or business of any nature whatsoever, and no advertising signs or messages shall be displayed thereon. No dwelling may be leased for transient purposes. Dwellings may be rented on a monthly or annual basis, but no portion of any dwelling (other than the entire dwelling) shall be rented for any period. If a dwelling is rented, the Owner shall require the renter to comply with the rules and regulations of the Association, inform the renter that failure to comply therewith shall constitute a default under the lease or rental agreement, and give the Declarant or the Board the authority to terminate the lease or rental agreement, or to bring summary proceedings to evict the tenant in the name of the Owner in the event of a default in the observance of the terms of the lease or rental agreement. Each Owner shall, promptly following the execution of any lease or rental agreement, forward a conformed copy thereof to the Declarant or the Board. This Section shall not be construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure, or sell or lease a property so acquired by the Mortgagee or the Association's right to grant easements, licenses, leases and concessions.

2.4 The structure and landscaped areas of all Lots shall be maintained in a neat and attractive manner, free of unsightly dead trees or plants, trash, junk, debris and garbage. Each Owner shall keep and maintain his Lot and structure(s) in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the structure and landscaped areas of the Lot. In addition, each Owner shall be responsible for all damage to any other Lot resulting from the failure or negligence to make any of the repairs required by this Section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners.

If, after reasonable notice from the Declarant or the Association, any Owner fails to perform such maintenance or repair, the Declarant or the Association, through its officers or manager shall have the right but not the obligation to enter upon the Lot, and perform such maintenance or repair in the name of the Unit Owner, and the Declarant or the Association, after notice to the Owner, and opportunity to be heard, shall be entitled to assess the expense thereof as a service charge due in full at the time of the next regular monthly payment. All the maintenance and repairs to the Lot and structure(s) shall be performed by and at the Owner's expense.

There shall be no installation of fixtures such as swing sets, swimming pools of any kind or size, sandboxes, lawn ornaments, basketball hoops, badminton or volleyball nets, or any other structures or equipment on lawn areas in the Lot except with the written permission of the Declarant or Association, as applicable.

2.5 The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any dwelling or upon a Lot, except that the keeping of up to two orderly domestic pets such as dogs, cats or caged birds, and aquarium fish is permitted in accordance with and subject to any rules and regulations adopted by the Declarant or the Board of Directors, provided, however, that such pets are not kept or maintained for commercial purposes or for breeding.

2.6 The following easements are hereby created:

(a) The Declarant, each Lot, and each Owner shall have an easement in common with all other Lots and Owners to use all common pipes, wires, ducts, cables, conduits, public utility lines and other like improvements serving a Lot or Building and located in any of the other Lot, common areas, or open space. Each Lot shall be subject to an easement in favor of all other Lots and Owners to use the common pipes, ducts, cables, wires, conduits, public utility lines and other like improvements serving such other Lots and located in such Lot. The Declarant or the Association shall have the right to grant to third parties additional permits, licenses and easements over and through common areas and Lots for such purposes as are reasonably necessary or useful for the proper maintenance of such common utilities.

(b) Each Lot and Owner shall have an easement, subject to any rules and regulations established by the Declarant or the Association, in common with all other Lots and Owners to use the roads depicted on the Plan as a means of ingress, egress and regress to and from the property, a Lot, and the adjoining public streets. The Declarant and/or the Association shall not and cannot establish any rules and regulations depriving any Lot or Owner of reasonable ingress, egress and regress to and from the Lot, the property and the adjoining public streets.

(c) Declarant reserves in favor of itself, the Association and its officers, agents and employees, and every other person authorized by the Association, the irrevocable right and easement to have access to each Lot as may be necessary for the inspection, maintenance, repair or replacement of any common utilities, or the making of any addition or improvements thereto; or to make such repairs as are required hereunder or

are reasonably necessary for public safety or to prevent damage to the property or any other Lot; or to abate any violation of law, rules or regulations or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Owner is present at the time.

(d) In addition to any easements created in this Declaration, all Lots shall be subject to any applicable easement, restriction, limitation, or notation of any kind or nature whatsoever as depicted on the "Dunegrass Site Plan" approved by the Town of Old Orchard Beach Planning Board on July 14, 1988 and recorded in said Registry of Deeds in Plan Book 170, Pages 28, 29 and 30, and the plan entitled "Sawgrass Subdivision, Amended Subdivision Plan", dated 1/28/15 by Atlantic Resource Consultants, recorded in the York Registry of Deeds in Plan Book 401, Page 33, as the same may be amended from time-to-time.

(e) Declarant reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the property for construction purposes, provided that Declarant shall be responsible for the cost of service so used, and to use the road for ingress and egress and construction activities, and to use the open space for the storage of construction materials and equipment used in the completion of the infrastructure and structures on the Lots. This easement shall continue to benefit Declarant, not the Association, until all Lots have been conveyed to Owners other than the Declarant.

(f) The Declarant reserves the right with respect to its marketing of Lots to use the property for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Lots, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any homes owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices for this project. The Declarant reserves the right to relocate same from time to time within the property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the property such advertising signs as comply with applicable governmental regulations, which may be placed in any location on the property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect on the Property temporary offices for models, sales management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant which may be of such types and sizes as Declarant may deem appropriate. The easements reserved by Declarant herein shall continue until the Declarant has conveyed all Lots to Owners other than the Declarant. This section, and the other sections of this Declaration benefiting the Declarant, shall not be amended without the written consent of the Declarant.

2.7 It is further expressly provided that the aforementioned agreements, covenants, reservations, easements, charges and restrictions established pursuant to this Article 2 are to run with the land and be effective in perpetuity unless revoked or amended as provided herein. Provided that no revocation or amendment shall materially change or otherwise limit any rights-of-way, easements, or other uses of land established by grant of record or evidenced by use or

the presence of improvements or delineation on any map or other instrument of record, without the consent of all Owners as evidenced by a certificate recorded in the York Registry of Deeds.

ARTICLE 3 **ADMINISTRATIVE PROVISIONS**

3.1 Until the Declarant has conveyed eighty percent (80%) the Lots to Owners other than the Declarant, the provisions of the within Declaration, and the Rules and Regulations associated herewith, may be modified, amended or revoked, in whole or in part, by a written instrument executed by the Declarant and duly recorded at the York County Registry of Deeds. Following the formation of the Association, the provisions of the within Declaration may be modified, amended or revoked, in whole or in part, upon the written consent of eighty percent (80%) of the Owners of Lots; **provided, however**, that no revocation or amendment of this Declaration, no change to the Bylaws of the Association, and no amendment or modification of the Rules and Regulations of the Association, shall be effective without the written consent of the Declarant, until all Lots have been conveyed to Owners other than the Declarant.

3.2 The liens referenced in Paragraph 1.4 hereof may be enforced by the Declarant and the Association in case of non-payment when due, by sale of or levy against the premises subject thereto, in any manner provided under Maine law for foreclosure of mortgages, providing that notice of the commencement of such proceedings or an affidavit of such is recorded in the York County Registry of deeds within two (2) years after the date on which payment is due. However, notwithstanding the provisions hereof, Declarant shall in no event be liable to any party for any loss, injury or damage to any entity or person occasioned by any failure of enforcement thereof. The Declarant or the Association shall, upon written request, issue a certificate setting forth the current status of any liens pursuant to Paragraph 1.4 with respect to any Lot, and such certificate shall, when recorded in the York County Registry of Deeds, be binding upon the Declarant and the Association as of the date of such certificate.

3.3 All notices and requests directed to the Declarant shall be addressed to the Declarant at PO Box Y, Old Orchard Beach, ME 04064, or to such other addresses as may hereinafter be designated by the Declarant in notices directed to an Owner addressed to the residence owned or to any other address designated by such Owner in writing received by Declarant.

3.4 In addition to those otherwise provided by law, enforcement of the provisions of these covenants by the Declarant or the Association shall include the following remedies:

(a) In any legal action filed by the Declarant or the Association against another party alleged to be in breach, the Declarant or the Association, if it prevails, shall be entitled to an award by the Court of reasonable legal fees (including charges for paralegal assistance) and costs and expenses of suit in addition to such damages, injunctive relief or orders which a court may determine;

(b) The right of the Declarant or the Association to file in the appropriate Registry of Deeds a lien notice stating the violation of the covenants of Article 2 or non-payment of fees due pursuant to Article 1 which are determined to exist by the Declarant or a majority of the Board of Directors of the Association. The Declarant or the Association

shall, in such cases, notify the alleged violators of the filing of such notices within 30 days after such filing as provided by Paragraph 3.2. In addition, the Declarant or the Association shall notify the holder of any mortgage or other interest in the Lot (the "Holder") of the filing of such lien in the event the Declarant or the Association is asserting a prior interest in the Lot to that of the Holder. For purposes of asserting priority the Declarant or the Association shall agree that all bona fide interests created by instruments or writings and recorded prior to the recordation of the aforesaid lien notice shall enjoy priority over the lien notice, except to the extent of voluntary future advancements made after receipt of such lien notice.

3.5 If any easement, covenant, restriction, agreement or change herein contained shall be held invalid by any court of proper jurisdiction, such invalidity shall in no way affect any other easement, covenant, restriction, agreement or change herein contained.

3.6 Nothing in these restrictions shall operate in any way to restrict the Declarant or any person, firm, or corporation, while acting on behalf of the Declarant in its real estate and development business during the course of the development of the Property.

3.7 The term "Declarant" shall mean the undersigned or its successors and assigns. The Declarant reserves the right to assign any or all of its rights and obligations set forth in this Declaration to a third party who shall, for all such powers and purposes granted by the Declarant, be deemed the Declarant hereunder.

3.8 No provision in this Declaration is intended to be in violation of any charter, regulation, bylaw or ordinance of the Town of Old Orchard Beach or State statute, regulation or law, and interpretation of the provisions hereof shall be made accordingly.

3.9 As used herein, the term "Owner" or "Owner(s)" shall not include a mortgagee of any Lot or Lots until such time as such mortgagee shall have obtained both legal and equitable title to such Lot(s) through foreclosure, deed in lieu of foreclosure or otherwise, and then such mortgagee shall be liable only for its pro-rata share of such assessments accruing after that time.

3.10 The within Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Maine.

3.11 The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

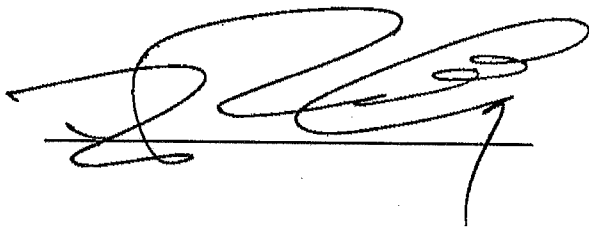
3.12 The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

3.13 No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.


3.14 No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to a Lot without including therein the appurtenant interests set forth in this Declaration, it being the intention hereof to prevent any severance herefrom. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted that were not otherwise excepted or reserved, even though the latter shall not be expressly mentioned or described therein. No part of such appurtenant interests of any Lot may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the Lot to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the appurtenant interests of all Lots.

IN WITNESS WHEREOF, the Declarant, Daily Double Enterprises, LLC, has caused this Declaration to be executed as of the day and date first above written.

Witness



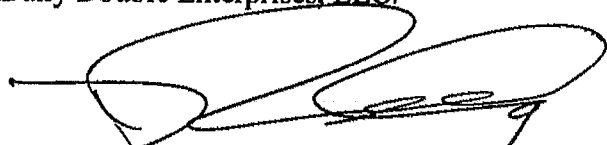
Daily Double Enterprises, LLC

By: 
George J. Kerr, Manager

STATE OF MAINE
County of York, SS

May 16, 2019

Personally appeared the above named George J. Kerr in his capacity as Manager of Daily Double Enterprises, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Daily Double Enterprises, LLC.


~~Notary Public~~ Attorney at Law

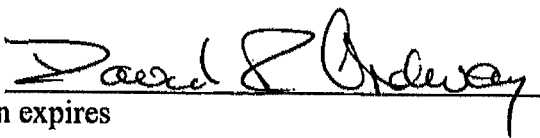
Printed Name: 
My commission expires

EXHIBIT A

DAILY DOUBLE ENTERPRISES, LLC

Certain lots or parcels of land, together with any improvements thereon, situated in the Town of Old Orchard Beach, County of York and State of Maine, being Lots 1 through 20, the two interior roadways known as Honeysuckle Drive and/or Blueberry, and the open spaces all as depicted and shown on the plan entitled "Sawgrass Subdivision, Amended Subdivision Plan", dated 1/28/15 by Atlantic Resource Consultants, recorded in the York Registry of Deeds in Plan Book 401, Page 33, to which plan and the record thereof reference is made for a more particular description.

This conveyance is made subject to and together with those notes conditions set forth on said Plan. The above described premises is also being conveyed subject to or with the benefit of the following:

1. Rights pertaining to underground maintenance of sewer, water and gas lines contained in an instrument from Stephen Kurutz and Ronald A. Boutet to the Inhabitants of Old Orchard Beach dated October 26, 1987 and recorded at Book 4511, Page 28.
2. Rights for a sewer easement from the Inhabitants of Old Orchard Beach to Stephen Kurutz and Ronald A. Boutet dated October 26, 1987 and recorded in said Registry of Deeds at Book 4511, Page 29.
3. Terms, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Dunegrass Community Association, Inc., dated January 16, 1989, executed by Sealand Development Company, Inc. and recorded in said Registry of Deeds in Book 5083, Page 43.
4. Those matters depicted on Plan showing standard boundary survey made for Sealand Development Company, Old Orchard Beach dated February 16, 1987, as revised most recently on March 30, 1988, prepared by Dow & Coulombe, Inc., Land Surveyors and Planners, and recorded in said Registry of Deeds at Plan Book 166, Page 50, as revised at Plan Book 167, Page 41.
5. Those matters set forth on the Site Plan, provided, however, that the foregoing reference to said Site Plan and the similar reference thereto set forth in the Declaration and in the Declaration of Covenants, Conditions and Restrictions for Dunegrass Community Association, Inc. (the "DCCR") shall not be deemed to establish any right to use any common facilities, golf course, roads and ways as shown thereon except as expressly set forth in the Declaration or in the DCCR.
6. Terms, conditions and restrictions set forth in a Site Location Order issued by the Maine Department of Environmental Protection, dated July 5, 1988, and recorded in the York Registry of Deeds in Book 5083, Page 219 as amended.

7. Terms, conditions and restrictions set forth in a Declaration of Conditions by and between Sealand Development Company and Town of Old Orchard Beach, Maine, dated July 14, 1988 and recorded in the York Registry of Deeds in Book 5083, Page 216.

8. The perpetual right and easement reserved by the Declarant, the Dunegrass Community Association and their respective successors and assigns to use any "Utility Easements", the "Driveway and Utility Easements", the "Drainage and Utility Easement", the "Utility and Drainage Easements" and the "Cart Path Easements", all as shown on the Site Plan.

9. Possible interest of the Old Orchard Junction Railroad, its successors and assigns, and any persons claiming by, through or under them.

Title reference is made to the deed from Barbara A. Boutet, Inc. to Daily Double Enterprises, LLC dated April 26, 2017, recorded in the York Registry of Deeds in Book 17463, Page 384.

**AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR SAWGRASS HOMEOWNER'S ASSOCIATION,
OLD ORCHARD BEACH, MAINE**

Pursuant to Article 3, Section 3.1 of the Declaration of Restrictive Covenants for Sawgrass Homeowner's Association dated May 16, 2019, recorded in the York County Registry of Deeds in Book 17952, Page 696 (hereinafter the "Declaration"), the undersigned, being the Declarant and owner of at least eighty percent (80%) of all lots in the Sawgrass Subdivision, hereby declares that the Declaration be, and hereby is, amended in the following respects:

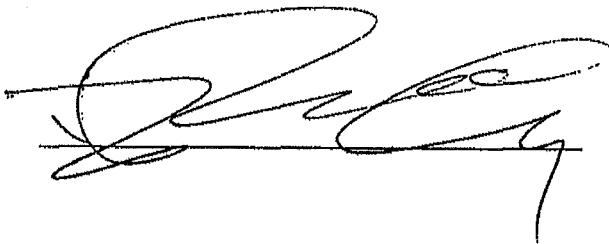
To change the caption of the Declaration as follows:

Declaration of Restrictive Covenants for Sawgrass Community Association, Old Orchard Beach, Maine.

To amend Article 1, Section 1.2. as follows:

To change the name of the Association from Sawgrass Homeowner's Association to Sawgrass Community Association.

26th IN WITNESS WHEREOF, undersigned has caused this Amendment to be signed this day of June 2019.



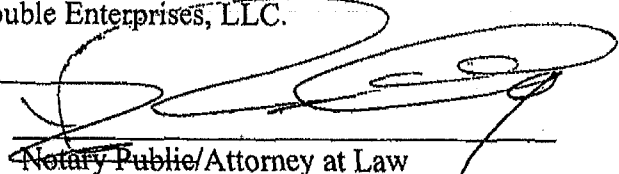
Daily Double Enterprises, LLC

by: George J. Kerr
George J. Kerr, its Manager

STATE OF MAINE
YORK, ss.

June 26, 2019

Personally appeared George J. Kerr in his capacity as Manager of Daily Double Enterprises, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Daily Double Enterprises, LLC.



Notary Public/Attorney at Law

Print Name:

David P. O'Leary

My commission expires:

E 6p -> Wrentham Level
431 Main St - 50-10 04072



**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR SAWGRASS COMMUNITY ASSOCIATION
OLD ORCHARD BEACH, MAINE**

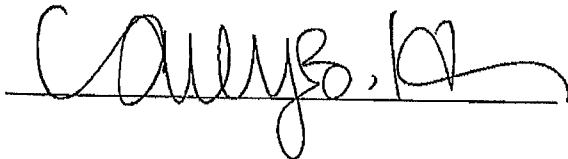
Pursuant to Article 3, Section 3.1 of the Declaration of Restrictive Covenants for Sawgrass Homeowner's Association dated May 16, 2019, recorded in the York County Registry of Deeds in Book 17952, Page 696 (hereinafter the "Declaration"), as amended by Amendment dated June 26, 2019, recorded in the said Registry in Book 17985, Page 155, the undersigned, being the Declarant and current owner of at least a majority of all lots in the Sawgrass Subdivision, hereby declares that the Declaration be, and hereby is, amended in the following respects:

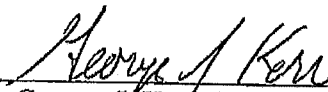
To amend Article 1, Section 1.2. in its entirety to read as follows:

1.2 Declarant shall, not later than the date of sale of the first Lot to a third party, cause to be formed an incorporated nonprofit homeowners association to be known as Sawgrass Community Association (the "Association"). Every person, corporation, limited liability company, partnership, trust, estate or other entity that is an owner of a Lot, as reflected by the records of the York County Registry of Deeds, shall be a member of the Association, provided that any person or entity holding a mortgage or other interest primarily as security for an obligation shall not be a member of the Association except as provided in Paragraph 3.10. The owner or owners of each Lot within the Property shall have one vote in the governance of the Association; provided, however, that when two numbered lots are owned by the same owner(s) for one residence, the two numbered lots shall be considered one Lot for purposes of voting and for purposes of assessment pursuant to Section 1.4. The Declarant may form the Association at any time prior to such date, if it shall so choose. In the event the Declarant fails to form the Association as described, the owners of the Lots shall have the powers of the Association and shall be authorized to form the Association.

22 IN WITNESS WHEREOF, undersigned has caused this Amendment to be signed this day of January 2021.

Daily Double Enterprises, LLC



by: 
George J. Kerr, its Manager