

HOA DOCUMENTS

BYLAWS**THE VILLAGE AT POND VIEW WOODS HOMEOWNERS ASSOCIATION****ARTICLE I. CREATION AND APPLICATION****Section 1.01 Creation.**

This corporation (the "Association") is organized under the Maine Nonprofit Corporation Act, 13-B M.R.S. §§ 101 through 1406, in connection with the submission of certain lots to the Declaration, as defined below, within the subdivision known as "The Village at Pond View Woods" located in Old Orchard Beach, Maine. The land, real estate, improvements, open space and amenities, and all appurtenances thereof within the subdivision known as "The Village at Pond View Woods" (collectively, the "Premises"), was subjected to the Declaration of Protective Covenants, Restrictions and Conditions granted by Orchard Estates Holdings, LLC dated March ____, 2016 and recorded herewith in the York County Registry of Deeds in Book ____, Page ____ (the "Declaration") and consists of the property shown on a Plan entitled "Final Plan of The Village at Pond View Woods," situated in Old Orchard Beach, Maine prepared by BH2M, Inc., as last revised on April 28, 2016 and recorded with the York County Registry of Deeds in Plan Book ____, at Pages ____ (the "Final Plan"). Reference to the Premises is further made to the property shown on a Plan entitled "Final Plan of Orchard Estates," situated in Old Orchard Beach, Maine prepared by BH2M, Inc., as last revised on April 22, 2016 and recorded with the York County Registry of Deeds in Plan Book 375, Pages 44 (the "Original Plan"). (The Final Plan and the Original Plan are referred to herein collectively as the "Plan"). Lots 1 through 32 as shown on the Plan are referred to in these Bylaws as a "Lot" or "Lots" as the context requires. Owners of a Lot or Lots are referred to in these Bylaws as a "Lot Owner" or "Lot Owners" as the context requires.

Section 1.02 Application.

All present and future Lot owners, mortgagees, lessees, licensees and occupants of the Lots, their employees, agents and customers, and any other persons who may use the Premises in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Executive Board of the Association (the "Executive Board").

Section 1.03 Office.

The principal office of the Association shall be located at the office of the Registered Agent of the Association in Portland, Maine during the Declarant Control Period set forth in Section 8 of the Declaration, and thereafter, shall be located at the Premises.

ARTICLE II. PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes.

The purposes of the Association are to establish an association of Lot Owners for the government, operation and maintenance of the Premises under the Declaration.

Section 2.2 Powers.

In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in Act, all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:

- A. Adopt and amend Bylaws and Rules and Regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from owners;
- C. Hire and terminate managers and other employees, agents, and independent contractors;
- D. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Lot Owners on matters affecting the Premises (including without limitation the power to enforce the Declaration, the Plan and these Bylaws) and the Association shall be deemed to be the attorney in fact of each Lot Owner for such purposes;
- E. Make contracts and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement and modification of the Premises under common use and/or control, including, without limitation, any roads, pathways, ponds, recreational areas, drainage systems, etc.;
- G. Cause additional improvements to be made to the Premises subject to the restrictions set forth herein;
- H. Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property. Grant easements, leases and licenses for public utilities servicing or benefiting the Premises through or over the Premises or as provided by the Declaration or as now or hereafter duly granted to the Association by recorded instrument;
- I. Impose and receive payments, fees, or charges for the use, rental, or operation of common facilities and easements located on the Premises, including without

limitation those shown on the Plan and/or as established under the Declaration;

J. Impose charges and interest for late payment of assessments and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws and such Rules and Regulations of the Association as may from time to time be promulgated by the Executive Board;

K. Impose reasonable charges for the preparation and recording of amendments to the Declaration or statements of unpaid common charges and assessments;

L. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;

M. Exercise any other powers, rights and authority conferred by Declaration or Bylaws;

N. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act. The Executive Board of the Association shall manage the Premises and exercise such powers on behalf of the Association, subject to the terms of these Bylaws and the Declaration.

Section 2.3 Non-Profit Status.

The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Premises, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

ARTICLE III. ASSOCIATION OF OWNERS

Section 3.1 Membership.

The members shall consist of the Owners of the Lots in the Premises. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a Lot Owner shall terminate upon the conveyance, transfer or other disposition of his interest in the Lot accomplished in accordance with the Declaration, whereupon his membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Lot or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or collateral subject to the security agreement.

Section 3.2 Annual Meeting.

Meetings of the members shall be held annually each successive year on the date set by the Directors of the Association. The annual meeting and any special meetings shall be held at the principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings.

Special meetings of the members may be held at any time upon the call of the Executive Board, or upon the call of fifty percent (50%) or more of the Lot Owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings.

A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of a proposed declaration or bylaw amendment, any budget charges and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, at least ten (10) days, but not more than sixty (60) days, before the date set for the meeting. Such notice shall be given to each member and to each Eligible Mortgage Holder listed with the records of the Association in the manner set forth below:

- A By hand-delivering it to each member or Eligible Mortgage Holder, or
- B. By mailing it, postage prepaid, addressed to the member or Eligible Mortgage Holder at the address of the Lot or any other address designated in writing by that member or Eligible Mortgage Holder with the records of the Association.

The notice of any meeting shall state the time and place of the meeting, and the items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meetings.

Section 3.5 Waiver of Notice.

The presence of all the members in person or by proxy at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting to the noncompliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business.

The order of business at all meetings of the Members shall be generally as follows. If applicable:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Reports of Officers.
- E. Report of Executive Board.
- F. Report of committees.
- G. Election of the Executive Board.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 3.7 Parliamentary Procedure.

At all meetings of the members or of the Executive Board, Roberts' Rules of Order as then amended shall be followed, except in the event of conflict with these Bylaws or the Declaration, these Bylaws or the Declaration, as the case may be, shall prevail.

Section 3.8 Quorum.

The presence at the beginning of any meeting of the Association, in person or by proxy, of owners whose aggregate voting interest constitutes more than Forty percent (40%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

A. Any person, partnership, corporation, trust, or other legal entity or a combination thereof, owning any Lot (other than an interest held as security for an obligation) duly recorded in his, her or its name, which ownership shall be determined from the records of the York County Registry of Deeds, shall be a member of the Association, and shall vote, either, in person or by proxy.

B. Multiple owners of a Lot shall be deemed one owner. If only one of the multiple owners of a Lot is present in person or by proxy at a meeting of the Association, he or she is entitled to cast the vote allocated to that Lot. If more than one of the multiple owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the owners of said Lot. There is presumed to be a majority agreement if any one of the multiple owners present casts the vote allocated to that Lot unless any of the other owners of the Lot promptly protests to the person presiding over the meeting.

C. Each Lot shall have one vote in the Association, which shall be indivisible.

D. Votes may be cast pursuant to a proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each owner may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy. A Lot Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall automatically terminate eleven (11) months after its date unless it specifies a shorter term.

E. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Lot owned or held by him or her in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Lot has not been so transferred, he or she shall satisfy the secretary that he or she so holds the Lot.

F. The Declarant or an authorized proxy thereof may exercise the voting rights pertaining to any Lot to which it retains title. No vote pertaining to a Lot that is a common area as set forth in the Declaration may be cast and the voting interest of such a Lot shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, even though in some instances such number shall constitute less than a majority, shall be elected.

Section 3.10 Adjournment.

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting.

Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents setting forth the action so taken are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records.

Such written consents shall have the same effect as a unanimous vote of the members.

ARTICLE IV. EXECUTIVE BOARD

Section 4.1 Number and Qualifications.

Until the Declarant releases its voting rights with respect to its Lots or termination of those rights on the end of the Declarant Control Period set forth in Section 8 of the Declaration, the affairs of the Association shall be governed by the Declarant. During the Declarant Control Period, the Declarant's managers, or duly authorized agent, shall act as the sole member of the Executive Board. After the Declarant has released its Declarant Rights or the same terminate, the affairs of the Association shall be governed by an Executive Board composed of five (5) directors appointed by the Declarant. The initial Executive Board shall be appointed by the Declarant and shall serve for a period of one (1) year after the initial appointment. Thereafter, the Executive Board shall consist of five (5) directors elected by the majority vote of the membership. Each Executive Board member shall be the owner of a Lot, or if a Lot owner is a corporation, partnership, trust or estate, then a designated agent thereof. The number of directors on the Executive Board may be changed by amendment to the Bylaws with the consent of members holding at least 75% of the Lots.

Section 4.2 Election and Term of Office.

All directors shall be elected for a term of one year each. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of One (1) year, provided, however, that a director shall hold office until his successor has been elected.

Section 4.3 Powers and Duties.

The Executive Board shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws are specifically reserved to the members.

Section 4.4 Other Duties.

In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Executive Board shall be responsible for the following:

- A. Election of the officers of the Association;

B. Management and administration of the Premises, the Association's property and the common areas and facilities, including the maintenance, repair and replacement thereof;

C. Determination and collection of assessments, and service charges from the owners and the regulation of the Association's fiscal affairs;

D. Establishment of reserves for the maintenance, repair and replacement of common areas and facilities and for contingencies, including, without limitation, those reserves required by the Declaration.

E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Premises, including, without limitation, the common areas, and to fix the terms of their engagement and their compensation and authority; and

F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally.

The Executive Board may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws.

Section 4.6 Appointment and Vacancies.

A vacancy caused by the expiration of a Director's term or the removal of a Director by a vote of the members shall be filled by majority vote of the members. Vacancies in the Executive Board prior to the expiration of the term of a director caused by any other reason shall be filled by vote of the other directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors.

At any regular meeting or special meeting duly called any one or more of the Directors may be removed with or without cause by the members who elected the director. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the members' decision shall be final. Any director elected by the Declarant may be removed by the Declarant at any time, with or without cause.

Section 4.8 Compensation.

No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting.

The annual meeting of the Executive Board shall be held immediately following the annual meeting of the Association and at the same place. No further notice shall be necessary in order to legally constitute such meeting.

Section 4.10 Regular Meetings.

Regular meetings of the Executive Board (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board shall be given to each Director, personally or by delivery to his Lot, or by telephone at least Ten (10) days prior to the day named for such meeting.

Section 4.11 Special Meetings.

Special meetings of the Executive Board may be called by the President on Ten (10) days' notice to each Director, given personally or by delivery to his Lot, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice upon the written request of Two (2) or more Directors.

Section 4.12 Waiver of Notice.

Before or after any meeting of the Executive Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Executive Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Executive Board Quorum.

At all meetings of the Executive Board, the presence of at least two (2) directors at the beginning of a meeting shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Executive Board. If, at any meeting of the Executive Board a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Unanimous Action.

Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Executive Board of Directors may be taken without a meeting if all of the

Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Executive Board meetings and shall have the same effect as a unanimous vote.

ARTICLE V. OFFICERS

Section 5.1 Designation.

The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may, in their discretion, appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be necessary.

Section 5.2 Election of Officers

The principal officers of the Association shall be elected annually by the Executive Board at the annual meeting and shall hold office at the pleasure of the Executive Board.

Section 5.3 Removal of Officers.

Upon a majority vote of the Executive Board any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for such purpose. Any officer whose removal has been proposed, shall be given an opportunity to be heard at the meeting, but the Executive Board's decision shall be final.

Section 5.4 President.

The President shall be the chief executive officer of the Association and shall be a Director. He shall preside at all meetings of the Association and of the Executive Board.

Section 5.5 Treasurer.

The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He shall be responsible, subject to the direction of the Executive Board, for the preparation and dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.6 Secretary.

The Secretary shall keep and certify the minutes of all meetings of the Executive Board or of the Association, shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be, responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor.

The members may, at any meeting, appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

Section 5.8 Amendments to Declaration.

Upon a majority vote by the members to amend the Bylaws, the Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI. FISCAL AFFAIRS AND ADMINISTRATION

Section 6.1 Accounting.

Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within Ninety (90) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year. All financial records shall be available for examination by owners, Eligible Mortgage Holders and their duly authorized agents and accountants at reasonable times.

Section 6.2 Budget and Common Charges.

A. The Executive Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. Within Thirty (30) days of the adoption of the proposed budget, the Executive Board shall send a summary of such budget to each member.

B. The budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

- 1) Management and administration expenses;
- 2) The cost of operation, repairs, maintenance, replacement, and improvements of common areas and facilities benefiting the Premises;
- 3) The cost of such insurance, bonds, services and utilities as may be furnished by the Association other than such items for which a service charge is assessed;
- 4) The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles, and reserves for periodic maintenance, repair and replacement of the common areas and facilities the Association maintains, all to be held in a segregated fund in a Maine financial institution; and
- 5) Such other expenses of the Association as may be approved by the Executive Board including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted, the members shall continue to pay the monthly amount previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may send periodic statements to members showing the amount of assessments due, but each member shall pay his assessment promptly when due regardless of whether such a statement is sent.

D. Each member shall pay his share of assessments without setoff or deduction in an amount equal to the total Association budget, net of other income and service charges as defined herein, times a fraction equal to one divided by the number of all Lots subject to the Declaration which are members of the Association. Each member shall become liable to the Association, and a lien shall arise against his Lot for his entire fractional share of the assessments at the commencement of the pertinent fiscal period. Each member may pay his share of the common charges in monthly installments on or before the first day of each and every month during such period; provided, however, that if any such installment is not paid when due, and if it is not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full.

Section 6.3 Revised and Special Assessments.

If at any time the Executive Board shall determine the amount of the common charges to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Executive Board may adopt and deliver to the members at least thirty (30) days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly common charges shall be determined and paid on the basis of such revision.

The Executive Board may, upon determining that circumstances exist which

requires immediate assessment of the members, make special assessments, not to exceed an amount equal to one current monthly assessment for each Lot, unless a greater amount is approved by majority vote of the members, which shall be due and payable when delivered to the members.

Section 6.4 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Executive Board.

Section 6.5 Capital Improvements.

The approval of members holding at least 75% of the Lots shall be required to make a capital improvement to the common areas and facilities in an amount in excess of Thirty Five Percent (35%) of the aggregate assessments against all the members over the prior fiscal year, exclusive of service charges and user fees, and in such event the cost thereof shall be assessed to all owners as an assessment.

Section 6.6 Use.

All Lots shall be utilized in accordance with the provisions of the Bylaws, Declaration, and the Rules and Regulations (if any). In the event of any discrepancy as to use, the Declaration shall control. In the event of any discrepancy between the Bylaws and any Rules and Regulations regarding use, the Bylaws shall control.

Section 6.7 Enforcement of Declaration and Bylaws.

Every Lot Owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys and paralegal fees, costs, and expenses incurred by or on behalf of the Association, in collecting any delinquent assessments, service charges or fees due from such Lot, foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations (if any) against such owner or any occupant of such Lot.

Section 6.8 Rules and Regulations.

In order to assist the peaceful and orderly use and enjoyment of the buildings and common facilities of the Premises, the Executive Board may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Premises as it may deem necessary, including, but not limited to methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Lot and shall be binding upon all members of the Association and all persons present on the Premises.

Section 6.9 Restrictions.

As an amendment to these Bylaws and subject to the Declaration (which shall control in event of any conflict), the members may from time to time adopt, modify and amend such further restrictions on and requirements respecting the use and maintenance of Lots and the use of common facilities designed to prevent unreasonable interference with the use and enjoyment of the Premises.

Section 6.10 Title.

Every owner shall promptly record in the York County Registry of Deeds the deed, assignment, or other conveyance to him of his Lot or other evidence of his title thereto and file such evidence of his title with the Association and the Secretary shall maintain such information in the records of the Association.

Section 6.11 Insurance.

A The Association shall maintain, to the extent reasonably available, comprehensive general liability insurance including bodily injury, property damage and medical payments insurance and for claims related to employment contracts to which the Association is a party, in an amount determined by the Executive Board but in no event less than \$1,000,000.00 for any single occurrence covering all occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the common facilities and all other areas under the supervision or control of the Association.

B. Any insurance policy carried pursuant to Subsection (A) shall provide:

- 1) An owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the common facilities or membership in the Association;
- 2) The insurer waives its right to subrogation under the policy against any owner or members of his household;
- 3) No act or omission by any insured will be a defense to recovery under the policy; and
- 4) If at the time of a loss under the policy, there is other insurance in the name of an owner covering the same property covered by the Association's policy the Association's policy is primary insurance not contributing with the other insurance.

C. The insurance policy shall provide that the named insured is the Association for the use and benefit of Lot Owners. Any loss covered by the property policy under subsection (A) shall be adjusted with the Association but the Insurance proceeds for that

loss shall be payable to the Association in trust for Lot owners, mortgagees and lien holders.

D. Lot Owners shall not be prohibited from obtaining insurance for their own benefit, provided nonetheless that all such insurance shall contain waivers of subrogation and further provide that the insurance obtained by the Executive Board shall not be affected or diminished by such additional insurance obtained by any owner.

In the event of a claim under any insurance maintained by the Association, the Executive Board shall designate one or more persons to adjust the loss or otherwise negotiate with the insurer. It shall be the responsibility of each Lot owner to procure adequate insurance covering the buildings and improvements on his Lot.

ARTICLE VII. SALE OR OTHER TRANSFERS

Section 7.1 Binding Effect.

All subsequent sales, leases or other transfers of a Lot by an owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations (if any) of the Association.

Section 7.2 Liability for Assessments Etc.

Upon the transfer of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments and service charges, interest and costs of collection outstanding at the time of the grantor's transfer without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or proposed purchaser under a purchase and sale contract, upon written request and upon payment of such fee as may be set by the Executive Board, may obtain a statement from the Executive Board setting forth the amount of unpaid assessments and service charges against the Lot, and the grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for any assessments and/or service charges arising before the statement date in excess of the amount therein set forth.

ARTICLE VIII. EXECUTION OF INSTRUMENTS

Section 8.1 Instruments Generally.

All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer(s), agent(s) or employee(s), all as the Executive Board may designate, unless otherwise unanimously voted by the Executive Board.

ARTICLE IX. GENERAL ADMINISTRATION

Section 9.1 Easements, Etc.

The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms and such other purposes related to the provision of public services and utilities to the Premises owned by the Association and under the road(s) and reserved easements as shown on the Plans pursuant to the Declaration as may be considered desirable, necessary or appropriate by the Executive Board for the orderly maintenance, improvement and preservation and enjoyment of the common facilities, the Lots or for the preservation of the health, safety, convenience and welfare of the owners of the individual Lots upon at least Thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote to reject such grant. No such rights may be created through any individual Lot without the written consent of the owners thereof except as provided in the Declaration or reserved in the deed for such Lot and that no such easement shall materially impair the use and enjoyment of the Premises.

Section 9.2 Utility Services.

The Association shall not be liable for the failure of electricity, telephone, water supply, sewage disposal systems, or other services to be obtained by the Association or paid for out of the common expense or service charge funds or for injury or damages to persons or property caused by the elements or by the owner of any Lot or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the common facilities or from any sewer, drain, ditch, pond, stream, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Lot for loss or damage, by theft or otherwise, of property which may be stored upon or in any individual Lot or in any of the common facilities. No set-off, diminution or abatement of assessments for common expenses or service charges shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the common facilities or to any Lot, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE X. LIABILITY OF DIRECTORS AND OFFICERS

Section 10.1 Exculpation.

No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 10.2 Indemnification.

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting, however, such matters in which such person is finally adjudged to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Executive Board (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

ARTICLE XI. BYLAWS**Section 11.1 Amendment.**

These Bylaws may be amended, modified, or revoked in any respect from time to time by affirmative vote of members holding at least Seventy Five percent (75%) of the Lots at a meeting duly called for that purpose, PROVIDED, HOWEVER that these Bylaws shall always contain those particulars which are required by the Declaration.

Section 11.2 Conflicts.

In the event of any conflict between these Bylaws and the provisions of the Declaration, the Declaration shall govern and apply. In the event of a conflict between the Bylaws and any Rules and Regulations, these Bylaws shall govern and apply.

Director

**AMENDMENT TO THE BYLAWS OF THE VILLAGE AT POND VIEW WOODS HOMEOWNERS
ASSOCIATION**

FIRST AMENDMENT

WHEREAS, Article XI, Section 11.1 of the Bylaws of The Village at Pond View Woods Homeowners Association (the "Association") permits the amendment, modification, or revocation of the Bylaws by the affirmative vote of members holding at least seventy-five percent (75%) of the Lots at a meeting duly called for that purpose;

WHEREAS, at a duly noticed meeting of the members of the Association held on the 20 day of August 2025, the members, by the requirement of majority vote, approved the amendments of Sections 3.2 and 3.4 of the Bylaws to reflect updated provisions;

NOW, THEREFORE, the Bylaws are hereby amended as follows:

Article III, Section 3.2 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 3.2 Annual Meeting

Meetings of the members shall be held annually each successive year on the date set by the Directors of the Association. The annual meeting and any special meetings shall be held at the principal office, via electronic/virtual meeting platform, or such other place as may be designated in the Notice of Meeting. Electronic participation shall constitute presence in person at such meeting, provided all participants can effectively communicate and participate in the proceedings through the chosen electronic platform.

Article III, Section 3.4 of the Bylaws is hereby deleted in its entirety and replaced with the following:

Section 3.4 Notice of Meetings

A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of a proposed declaration or bylaw amendment, any budget changes and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, at least ten (10) days, but not more than sixty (60) days, before the date set for the meeting. Such notice shall be given to each member and each Eligible Mortgage Holder listed with the records of the Association in the manner set forth below:

- By electronic delivery to the email address or other electronic contact information provided by the member or Eligible Mortgage Holder, or
- By hand-delivering it to each member or Eligible Mortgage Holder, or
- By mailing it, postage prepaid, addressed to the member or Eligible Mortgage Holder at the address of the Lot or any other address designated in writing by that member or Eligible Mortgage Holder with the records of the Association.

Electronic delivery shall be the default method of notice unless a member or Eligible Mortgage Holder has specifically requested in writing to receive notices by traditional mail or hand delivery.

Except as expressly amended hereby, all other provisions of the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of The Village at Pond View Woods Homeowners Association certify that this Amendment was duly adopted in accordance with the requirements of the Bylaws on this 23 day of August, 2025.



Troy Douglas, President

The Village at Pond View Woods Homeowners Association



Taylor Thum, Secretary

The Village at Pond View Woods Homeowners Association

THE VILLAGE AT POND VIEW WOODS

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

THIS DECLARATION is made and executed under seal this 15th day of April, 2016 by ORCHARD ESTATES HOLDINGS, LLC, n/k/a THE VILLAGE AT POND VIEW WOODS, LLC, a limited liability company duly organized and existing under the laws of the State of Maine (the "Declarant"), for the purposes of providing protective covenants, restrictions and conditions for the use, enjoyment and occupancy of properties in "The Village at Pond View Woods" subdivision located in Old Orchard Beach, County of York and State of Maine upon the terms and conditions hereinafter set forth:

1. RECITALS. Declarant is the owner of certain lots of land, together with common areas and roadways known as "The Village at Pond View Woods" described in Paragraph 2 of this Declaration (collectively, the "Premises") and desires to provide for the preservation of the character and value of the community and to create an Association for the purposes of administering the common open space area and all other amenities of the community, and imposing and enforcing the covenants, restrictions and conditions set forth herein.

2. PROPERTY. The land, real estate, improvements, open space and amenities, and all appurtenances thereof subjected to this Declaration (collectively, the "Premises") consist of the property shown on a Plan "Final Plan of Orchard Estates," situated in Old Orchard Beach, Maine prepared by BH2M, Inc., as last revised on April 22, 2016 and recorded with the York County Registry of Deeds in Plan Book 375, Pages 44 (the "Plan"), excluding Lot No. 32 as shown thereon which is not a part of the project. By Certificate of Name Change of even date to be recorded herewith, the Declarant changed the name of the project depicted on the Plan from "Orchard Estates" to "The Village at Pond View Woods" and all references to the project contained herein are to its new name of "The Village at Pond View Woods." The Premises are being submitted to the lien of this Declaration in phases. Phase 1 shall consist of Lots Nos. 1, 2, 3, 4, 5, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 as depicted on the Plan. Phase 2 shall consist of Lots Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 21, 20, 19, 18, 17, 16 and 15 as depicted on the Plan. Lot No. 32 depicted on the Plan is not part of the Premises and is not part of Phase 1 and will not be part of Phase 2 of the project. No assessments with respect to lots in Phase 2 shall be due from the Declarant unless and until the Declarant has recorded a Supplemental Declaration submitting the Phase 2 lots of the project to the lien of this Declaration.

3. ASSOCIATION. The name of the Association shall be the "The Village at Pond View Woods Homeowners Association." The Association shall be a non-profit

corporation. The Bylaws of the Association are attached hereto as Exhibit A.

4. **PURPOSES AND POWER.** The Association is organized and will be operated for the purpose of administering common the Premises, including the open space and roadway areas shown on the Plan, including without limitation, maintenance and preservation of the same, and enforcement of all covenants, restrictions and conditions set forth herein. The Declarant, in its capacity as such, is not responsible for administering the common elements of the Premises or the open space or roadway areas shown on the Plan. The Association shall be solely responsible for such duties, except that during the Declarant Control Period, the Declarant may exercise the rights reserved to it under this Declaration to control the affairs, budgets and activities of the Association as provided herein. The Association shall have the power to enforce the terms, conditions and restrictions of this Declaration, including, without limitation, collecting and disbursing the assessments and charges against owners of lots in the Premises and, subject to the Bylaws, taking such other actions as it may deem necessary and proper to fulfill its purpose. The Association shall have the power to promulgate rules and regulations and to take such actions and fulfill such other purposes consistent with the terms of the Bylaws as may be adopted by the members. Without limitation, the Association shall be responsible for providing the following services, the expenditures for which shall be chargeable on dues:

- (a) Maintenance and repair of catch basins within the Premises in good and working order, including, without limitation, for the sumps to be inspected annually and cleaned whenever sediment level reaches six (6") inches below pipe invert; and
- (b) Maintenance and repair of Detention Basins in good and working order, all as may be required by the Town of Old Orchard Beach; and
- (c) Maintenance and repair of rip rap areas in good and working order, all as may be required by the Town of Old Orchard Beach; and
- (d) Maintenance and repair of the general drainage system in good and working order including, without limitation, all culverts, all as may be required by the Town of Old Orchard Beach; and
- (e) Maintenance and repair of roads and sidewalks in good and working order until the same are accepted by the Town of Old Orchard Beach; and
- (f) Such other items as the Declarant, during the Declarant Control Period as defined in the Bylaws, and thereafter such other items as the Board of Directors of the Association may determine in their discretion.

5. **DURATION.** The Association shall commence its existence upon the incorporation thereof and shall remain in full force and effect in perpetuity unless sooner

terminated by vote of the members as set forth below.

6. **MEMBERSHIP.** The owners of Lots shown on the Plan shall be members of the Association, with one (1) vote in the Association being allocated to each Lot on the Premises, whether or not there are multiple owners of particular lots. Acceptance of a deed to any Lot shown on the Plan shall have the effect of making that person or persons members in the Association, provided that if there are multiple such grantees of a particular lot, there shall only be one (1) vote in the Association allocated to all of such grantees as owners of the particular lot. The right of membership in the Association set forth in this Declaration shall be automatic upon acquiring title to a lot shown on the Plan, whether or not said membership is provided for specifically in the deed of conveyance. For purposes of this paragraph, owner of a lot on the Plan is not intended to include those parties who hold title merely as security for the performance of some obligation, provided that certain Eligible Mortgage Holders shall be entitled to specific rights as set forth herein.

7. **VOTING RIGHTS.** The Association shall have one (1) class of voting membership, with only one (1) vote being allocated to each Lot. Members shall be entitled to one (1) vote for each Lot owned by that party. When more than one (1) person holds ownership to a lot, or if ownership is held in a manner other than as an individual, then only one (1) vote shall be cast with respect to any said Lot, and the Association shall have the right to require that any Lot owner or owners execute and deliver to the Association a Certification, which shall designate one (1) person or legal entity to cast one (1) single and indivisible vote allocated to the relevant Lot in the Premises.

8. **RESERVED DECLARANT RIGHTS.** The Declarant shall hold and be considered the owner of all voting rights in and to the Association from the date of execution of this Declaration until two (2) years after the date of the sale of the last Lot owned by the Declarant in the Premises (such time period being referred to herein as the "Declarant Control Period"). The Declarant may, at any time release said voting rights to some or all of the then current lot owners, provided that the release of such voting rights respects and conforms to the requirement that there shall be only one (1) single and indivisible vote allocated to each Lot in the Premises. The Declarant reserves the right to amend or change any of the provisions hereof, including the covenants, restrictions, and conditions, without vote by Lot owners until the end of the Declarant Control Period. Any such amendment or change shall become immediately effective upon the recording thereof by the Declarant during the Declarant Control Period in the York County Registry of Deeds.

9. **EXECUTIVE BOARD.** The members may adopt Bylaws which specify the operation on management details of the Association as set forth above. Until the end of the Declarant Control Period, the Declarant shall control the Association including the Executive Board as set forth below. After the Declarant has released its Reserved Declarant Rights or the same terminate at the end of the Declarant Control Period, the

Association shall be governed by an Executive Board consisting of five (5) natural persons, all of which shall be either lot owners, or holders of an interest in an entity that holds ownership of the lot, or trustee of a trust that holds ownership of a lot. The initial Executive Board shall consist of an individual to be appointed to the position by the Declarant and shall serve until Declarant removes the individual, or appoints a successor, or the Declarant Control Period has ended. The Executive Board shall have full authority to take all actions necessary for the administration of the affairs of the Association and shall have all powers and duties to do all such actions and things as are necessary and proper to be done to effectuate the purposes hereof. Unless otherwise specified herein, the vote of the Executive Board is binding upon all members of the Association. All members agree to indemnify and hold Executive Board members harmless from any and all actions taken in good faith pursuant hereto to the maximum extent permitted under the Maine Nonprofit Corporation Act, 13-B M.R.S. §§ 101 through 1406 (the "Act").

10. **BUDGET/ASSESSMENTS.** The owners of Lots, including the Declarant for so long as it is an owner of Lots subject to the lien of this Declaration or, after the recording of the Supplemental Declaration with respect to Phase 2, as the owner of Lots subject to the lien of the Supplemental Declaration, covenant and agree to pay as assessments to the Association such sums per year as shall be levied equally against all of the Lots by the Declarant during the Declarant Control Period and by the Executive Board thereafter. Such assessments shall be for the maintenance and operation of the amenities of the Premises, including without limitation the open space, the roadways and sidewalks, the catch basins and the drainage systems and all other systems and services required for the support of the Premises by the Town of Old Orchard Beach. Such assessments shall be levied annually for the year in advance. The annual assessment shall be based upon a proposed budget which shall be reduced to writing by the Executive Board by January 15th of each year. The total amount of said budget shall be divided equally by the number of lots and each member shall be obligated to pay to the Association the assessment imposed on such owner(s)' Lot on or before February 15th of each year. Any failure of the Executive Board to promulgate or distribute a written budget shall not invalidate the Association's assessments to members. The Declarant shall determine the amount of the annual assessments during the Declarant Control Period. Regular annual assessments thereafter shall require a majority vote of the Members of the Association, with one (1) vote be allocated indivisibly to each Lot. After the Declarant Control Period, special assessments shall require a three-quarters majority of votes entitled to be cast. Both annual and special assessments are to be used for the accomplishment or fulfillment of the purposes and objects of the Association as stated herein. All special assessments are due and payable within 30 days of receipt of the special assessment invoice.

11. **LIEN FOR ASSESSMENTS.** The assessments authorized hereunder or pursuant to any Bylaws promulgated pursuant hereto constitute and shall be a charge on the Lots shown on said Plan and shall be and constitute a continuing lien upon the Lot of the member against whom such assessments are levied, including any buildings or

improvements thereon. If such assessments are not paid in a timely fashion then said sums shall be deemed delinquent and the Association shall, in any event, have the right to charge interest, fines, and late fees on said sums at such rate and in such amounts as determined by the Declarant during the Declarant Control Period and by the Executive Board thereafter. Additionally, the Association shall be entitled to collect all costs of collection, including reasonable attorneys' fees, pursuant to the collection of any delinquent sums, all of which is assessable as part of the lien herein established. In the event any sum assessable to a Lot shall become delinquent, the Association may bring an action at law against the member obligated to pay the same or foreclose the lien by civil action against such member's lot or lots. Such foreclosure by civil action shall be under the same process and procedure as for the foreclosure of a mortgage pursuant to 14 M.R.S. §§ 6321, as amended from time to time, which statutes are incorporated herein by reference.

12. **ELIGIBLE MORTGAGE HOLDERS.** An eligible Mortgage Holder shall be defined as any Mortgage Holder whose lien affects a Lot or Lots shown on the Plan and who gives notice in writing to the Association by forwarding a copy of their Mortgage instrument to the Executive Board. The lien referenced above for delinquent assessments shall under no circumstances supersede the lien of an Eligible Mortgage Holder who has recorded their Mortgage instrument prior to the recording of a Notice of Lien by the Association. Every eligible Mortgage Holder shall be entitled to written notice of any delinquencies pertaining to the lot upon which they hold a Mortgage, but failure to so notify an eligible Mortgage Holder shall not invalidate the lien.

13. **AMENDMENT.** Subject to the provisions of Paragraph 8 of this Declaration governing Reserved Declarant Rights, this Declaration shall be amended only by a vote equal to or greater than two-thirds of the votes of members of the Association at a meeting of the members given in accordance with the Act and the Bylaws scheduled for the purpose of considering such amendment.

14. **COVENANTS, RESTRICTIONS AND CONDITIONS.** The Premises are hereby subjected to and will be conveyed with the following covenants, conditions and restrictions, which shall be considered as real covenants running with the land, to be binding upon the within Declarant, its successors and assigns, and the all grantees, their heirs and assigns, and enforceable in law or equity by the within Declarant, its successors and assigns, the Association, or by the owner of any Lot within the subdivision of which the subject premises form a part:

(a) Said Lot shall be used for residential purposes only, and shall not be occupied by more than one residential unit. Said residential unit shall include no buildings or structures other than the following, vis: one detached dwelling house designed as a residence for one family, with related structures such as barns, sheds, suitable garden structures, including a greenhouse, a swimming pool and such additional structures as shall

from time to time be used in connection with single family houses situated in similar neighborhoods. No building or structure of any kind except for the afore-mentioned residential structures shall be erected, used, maintained or allowed to stand on said Lot.

(b) During the Declarant Control Period, no buildings or additions or other structures of any kind (including swimming pools or other recreational facilities) shall be erected, and no fences shall be placed or allowed to stand upon said property until the plans, specifications and locations thereof shall have been approved in writing in recordable form by the Declarant. All exterior lighting shall require prior approval of said Declarant.

(c) All sewerage and septic waste disposal shall be undertaken in conformity with all applicable state and municipal requirements for the same.

(d) No manufacturing or commercial activity, or business of any nature shall be conducted upon the Premises, excepting only activities that are passive in nature and do not generate any related pedestrian or vehicular traffic.

(e) The keeping of poultry, swine or livestock shall not be permitted. Household pets shall be allowed, provided that all owners of pets owning or occupying a Lot in the Premises shall abide by all state and municipal requirements relating to the ownership and control of pets at all times.

(f) No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence, either temporarily or permanently, on any Lot.

(g) All wood burning or coal chimneys and fireplaces shall be of brick or stone construction. Any fireplaces located on the exterior of the house shall be of brick or stone construction. No cinder block chimneys are allowed on the exterior of the house. All chimneys located within the exterior of the house and that portion of the chimney above the roof line shall be of brick or stone construction.

(h) No sign of any nature or description shall be displayed or placed upon any part of the premises except for signs whose total area does not exceed one (1) square (1 x 1) giving the name of the occupants, and the street name and number of the premises, and except for a "For Sale" sign, not to exceed four (4) square feet in size.

(i) To reduce fragmentation of wildlife habitat and avoid hindering wildlife passage through the Premises, no fences or free standing walls exceeding four (4) feet in height shall be erected on the Premises except if required by local ordinances or if a boundary line of the premises is also an exterior boundary line of the entire development along Portland Avenue. The location, construction and material for any fences shall be

subject to prior written approval by the Declarant during the Declarant Control Period and by the Executive Board thereafter.

(j) When the construction of the buildings on the Premises is begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction, except in the case of an unfinished level to be completed at a later date. Occupancy of buildings on Lots in the Premises shall only be permitted after the issuance of a certificate of Occupancy for the lot.

(k) No unsightly growths 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 premise. At Declarant's sole discretion, dead trees may be retained on the Premises, and shall not be disturbed, if Declarant has determined that such dead trees provide potential wildlife habitat.

(l) No fires or burning of refuse, leaves, trees, etc., shall be permitted. Open fires for cookouts only shall be permitted, subject to all state and local laws and ordinances.

(m) There shall be no exterior antennas, clotheslines or similar devices, trash or garbage, bottled gas or other fuel containers placed on any Lot which shall be visible from the road or any other Lot. All items such as recreation vehicles, boats, snowmobiles, etc., shall be stored in a manner that makes them not visible from the road or from any other Lot.

(n) No Owner of a Lot shall do or permit to be done, any act upon the Premises which may be, is or may become a nuisance or unreasonable interference with another Lot owner.

(o) No cutting, trimming, or other disturbance or alteration of any trees or existing vegetation under three (3') feet in height, shall be permitted on any portion of the Premises lying within a Resource Protection Zone as defined in the municipal ordinances, except for selective trimming and pruning of tree branches in conformance with all applicable municipal and state regulatory constraints. No trees larger than five (5) inches diameter measured at a height of four (4) feet from the ground shall be cut, trimmed or altered in any fashion if located within fifty (50) feet of a roadway, street or Lot line, without prior written consent of the Declarant, during the Declarant Control Period, or by the Executive Board thereafter. Any cutting shall be in conformance with all applicable municipal and state regulatory constraints.

(p) No lot may be further divided by any means.

(q) No wetland areas as shown on the approved Plan shall be disturbed.

(r) Any and all construction activities or other soil disturbance on the Premises

shall utilize erosion control measures which conform to the current standards contained in the Maine Erosion and Sediment Control Best Management Practices Handbook published by the Maine Department of Environmental Protection.

(s) The establishment of lawns shall be minimized and shall be limited to areas lying outside of the Resource Protection Zone as defined in the municipal ordinances. Maintenance of lawns shall be done in a manner that minimizes phosphorus export and runoff to adjacent wetlands as determined by time to time by the Declarant, during the Declarant Control Period, or of the Executive Board thereafter. The installation of lawns shall require the written approval of the Declarant, during the Declarant Control Period, or of the Executive Board thereafter.

15. MISCELLANEOUS. By acceptance of a deed to a Lot in the Premises, the grantee, and the grantee's heirs, successors and assigns agree to be bound by this Declaration, as it may be amended from time to time in accordance herewith. The aforesaid covenants, restrictions and conditions shall run with the land. They are imposed upon the Premises for the benefit of the remaining land of the Declarant, as well as for the benefit of any and all persons owning Lots 1 through 32 shown on the Plan. All future conveyances of land situated on the Plan will contain substantially similar restrictions; and it is further understood, covenanted and agreed that said restrictions, covenants and conditions are intended as equitable servitudes upon each and every parcel of land affected, and that the grantee, the grantee's heirs, successors and assigns, shall have full right, in common with the Declarant, its successors and assigns, as well as the Association, to enforce the same, insofar as the same are enforceable, by any applicable legal process or in any other lawful manner. The erection and use of any structure or the occupation of the land hereby conveyed contrary to these covenants, restrictions and conditions, or any part of them, shall be conclusively deemed a nuisance for which the Declarant, its successors and assigns, other Lot Owners, or the Association, may have a remedy by due process of law or may, at their option, enter and remove and abate such nuisance at the expense of the grantee, or such grantee's heirs, successors and assigns, without being responsible for trespass therefor. The Association shall have the power to levy fines for violations of the Covenants, Restrictions and Conditions at the rate of \$200.00 per each day that a violation hereof shall be maintained or permitted to exist. No fines shall be levied against the Declarant after the expiration of the Declarant Control Period.

[Acknowledgment Located on Following Page]

IN WITNESS WHEREOF, ORCHARD ESTATES HOLDINGS, LLC, n/k/a THE VILLAGE AT POND VIEW WOODS, LLC, has caused this instrument to be executed by Deron W. Barton, its Member, hereunto duly authorized, as of the date first above written.

ORCHARD ESTATES HOLDINGS,
LLC, n/k/a THE VILLAGE AT POND
VIEW WOODS, LLC

Paul F. Driscoll

Witness

[Signature]

By:

Deron W. Barton
Its Member

STATE OF MAINE
Cumberland, ss.

April 15, 2016

Personally appeared before me the above-named Deron W. Barton, as Member of Orchard Estates Holdings, LLC, n/k/a The Village at Pond View Woods, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Orchard Estates Holdings, LLC, n/k/a The Village at Pond View Woods, LLC.

Paul F. Driscoll

Notary Public/Attorney-at-Law

PAUL F. DRISCOLL

THE VILLAGE AT POND VIEW WOODS

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS AND CONDITIONS

THIS FIRST AMENDMENT TO DECLARATION is made this 19th day of July, 2021 by THE VILLAGE AT POND VIEW WOODS, LLC, f/k/a ORCHARD ESTATES HOLDINGS, LLC, a Maine limited liability company with its principal place of business in Old Orchard Beach, County of York and State of Maine (the "Declarant"), in and by virtue of the exercise of by Declarant of its reserved right during the Declarant Control Period to amend that certain Declaration of Protective Covenants, Restrictions and Conditions dated April 15, 2016 and recorded in the York County Registry of Deeds in Book 17216, Page 135 (the "Declaration"). The Declarant hereby amends the Declaration in accordance with Paragraph 8 thereof to add the following additional protective covenants, restrictions and conditions in Paragraph 14 of the Declaration:

“(t) No Member of the Association shall traverse upon, play on, walk on, run on or use or occupy for any purpose those parts of the Premises marked in heavy black outlining on Exhibit A annexed hereto and incorporated herein by reference. The parts of the Premises marked in heavy black outlining are reserved for the exclusive use of the Association for utility easements, if approved by Declarant during the Declarant Control Period or by the Board of Directors of the Association after the Declarant Control Period.

(u) No Member of the Association shall disturb or alter in any manner (including, but not limited to weed whacking, mowing, tree cutting, digging, etc.) any wetlands within the Premises or any area marked in heavy black outlining on Exhibit A. The Declarant during the Declarant Control Period or the Board of Directors of the Association after the Declarant Control Period shall have the sole authority to adopt rules and regulations necessary to conform the wetlands or such areas marked in heavy black outlining to the requirements of any federal, state or municipal land-use statutes, rules or regulations applicable to the Premises. Further, no Member of the Association shall store or place items of personal within the detention pond, or upon wetlands or any part of the Premises marked in heavy black outlining on Exhibit A. Any Member of the Association violating the provisions hereof shall be solely liable and responsible for any ensuing federal, state or municipal civil and criminal penalties and shall strictly defend and indemnify the Declarant and the Association, and all other Members of the Association, of and from all such civil or criminal penalties.

(v) Areas marked "Phase 2 Pond Access, end of Bouchard Ct." and "Access to Pond at the End of Paige Ave" on Exhibit A are for the Members of the Association to access the pond and its trail head. Members may only access the pond and its trailhead from these points so noted on Exhibit A, unless access is being made from Portland Avenue in Old Orchard Beach. No access shall be made after 11:00 PM and all Members of the Association shall vacate the green areas noted on Exhibit A between 11:00 PM and 8:00 AM the following day.

(w) No Member of the Association shall park any form of motor vehicle, boat, ATV, RV, snowmobile or other recreational vehicle on any lot within the Premises, other than on the hard surface driveway (i.e., brick, cement, stone or hot top) serving the residence on the lot in the same configuration as it was installed at the time of the construction of the residence on the lot. A single boat or snowmobile trailer may be parked to the rear of any residence located on a lot within the Premises, provided that it is substantially hidden from view from the street. The Association shall be entitled to collect a fine from the offending lot owner in the amount of \$100.00 per day for each day a violation of this Subsection (w) is suffered or permitted to exist on any lot within the Premises.

(x) In the event of the violation of the violation of any of the covenants, conditions and restrictions set forth in this Paragraph 14, including subsections (a) through (x), the Association, or the Declarant during the Declarant Control Period, shall have the right to correct the violation upon no less than 24 hours written notice to the offending lot owner at the expense of the offending lot owner. Any and all costs for such remedial actions, including specifically the cost of towing vehicles, shall be the sole responsibility of the offending lot owner to reimburse to the Association or to the Declarant during the Declarant Control Period. In the event the Association or Declarant incurs costs, attorneys' fees and expenses associated with the judicial enforcement of any of the covenants, conditions and restrictions set forth in this Declaration, all such costs, fees and expenses (including any fines assessed under Paragraph 14(w) of this Declaration) shall constitute a lien and charge on the lot of the offending lot owner and shall be foreclosable by civil action in like manner as the foreclosure of assessment liens described in Paragraph 11 of this Declaration."

The Declarant Control Period remains in effect accordance with the Declaration and this First Amendment to the Declaration shall become immediately effective upon the recording hereof in the York County Registry of Deeds.

IN WITNESS WHEREOF, THE VILLAGE AT POND VIEW WOODS, LLC has executed, acknowledged and delivered this First Amendment to Declaration on this 14th day of July, 2021, by Peter R. Bouchard, its Manager, hereunto duly authorized.

THE VILLAGE AT POND
VIEW WOODS, LLC

Paul F. Driscoll

Witness

By: *Peter R. Bouchard*

Peter R. Bouchard
Its Manager

STATE OF MAINE
York, ss.

July 19, 2021

Personally appeared the above-named Peter R. Bouchard, Manager of The Village at Pond View Woods, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of The Village at Pond View Woods, LLC.

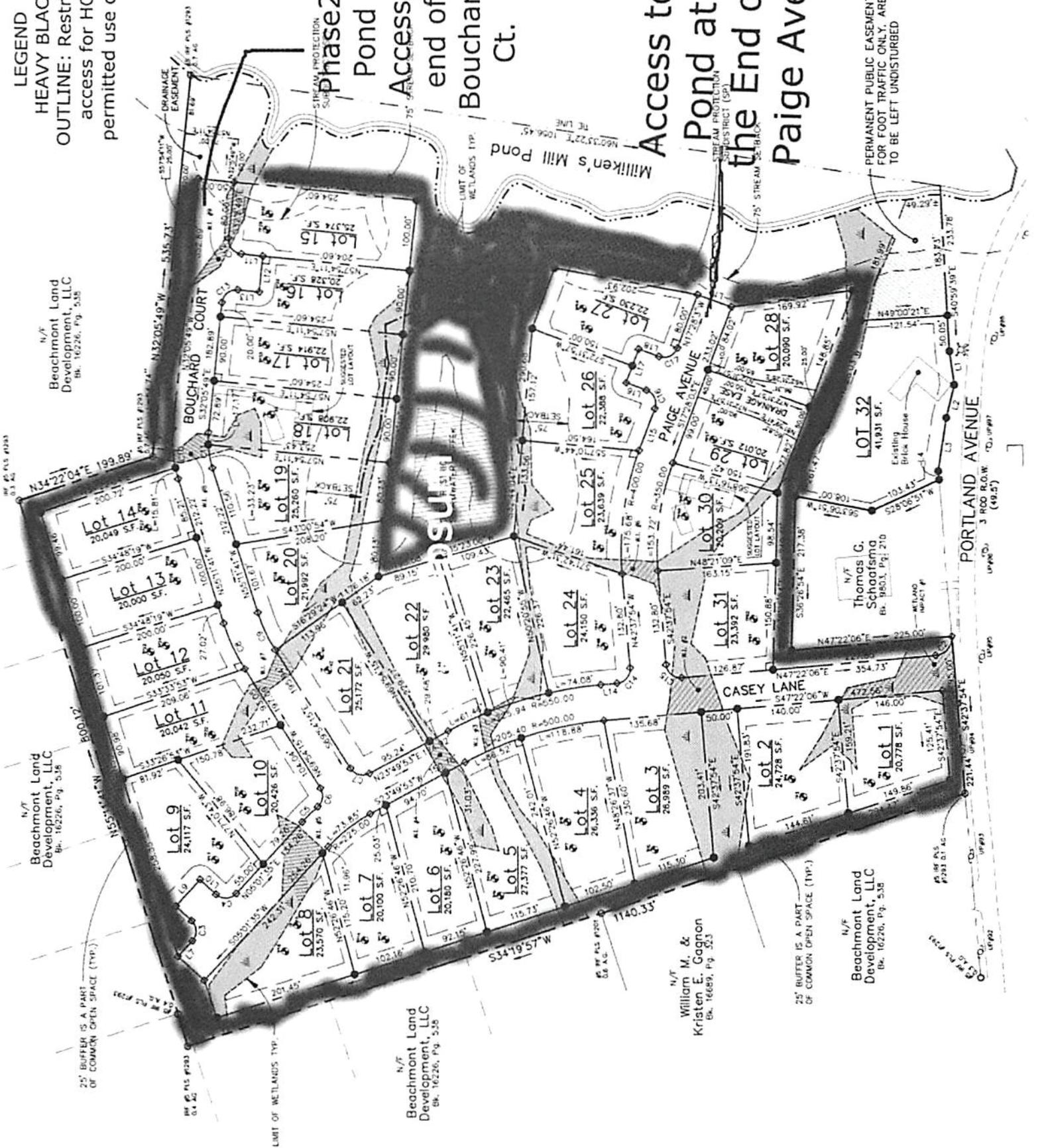
Before me,

Paul F. Driscoll

~~Notary Public/Attorney-at-Law~~

PAUL F. DRISCOLL

LEGEND
HEAVY BLACK
OUTLINE: Restricted
access for HOA
permitted use only



N/T
Beachmont Land
Development, LLC
Bk. 16226, Pg. 535

N/T
Beachmont Land
Development, LLC
Bk. 16226, Pg. 535

N/T
Beachmont Land
Development, LLC
Bk. 16226, Pg. 535

N/T
William M. &
Kristen E. Gagnon
Bk. 16689, Pg. 203

N/T
Beachmont Land
Development, LLC
Bk. 16226, Pg. 535

PERMANENT PUBLIC EASEMENT
FOR FOOT TRAFFIC ONLY. AREA
TO BE LEFT UNDISTURBED

Access to
Pond at
the End of
Bouchard
Ct.

phase2
Pond

Milliken's Mill Pond

SUITE

Thomas C.
Schatzisma
Bk. 9503, Pg. 210

PORTLAND AVENUE
3' R.O.W.
(49.5')

25' BUFFER IS A PART
OF COMMON OPEN SPACE (TYP.)

25' BUFFER IS A PART
OF COMMON OPEN SPACE (TYP.)

LIMIT OF WETLANDS TYP.

LIMIT OF COMMON OPEN SPACE (TYP.)

LIMIT OF COMMON OPEN SPACE (TYP.)

LIMIT OF COMMON OPEN SPACE (TYP.)

THE VILLAGE AT POND VIEW WOODS

SECOND AMENDMENT TO
DECLARATION OF
PROTECTIVE
COVENANTS, RESTRICTIONS AND CONDITIONS

THIS SECOND AMENDMENT TO DECLARATION is made this 20 day of August, 2025 by THE VILLAGE AT POND VIEW WOODS HOMEOWNERS ASSOCIATION, a Maine non-profit corporation with a place of business in Saco, Maine (the "Association"), as more particularly described in the Declaration of Protective Covenants, Restrictions and Conditions recorded at the York County Registry of Deeds on April 15, 2016, in Book 17216, Pages 135-143 (the "Declaration").

WHEREAS, an amendment to the Declaration was recorded at the York County Registry of Deeds on July 21, 2021, in Book 18741, Page 70 (the "First Amendment to Declaration");

WHEREAS, a Supplement to the Declaration was recorded in the York County Registry of Deeds on July 21, 2021, in Book 18741, Page 74 (the "Supplement to Declaration");

NOW THEREFORE, in accordance with Paragraph 13 of the Declaration and Supplement to Declaration, the Association hereby revises and adds the below referenced sections of Paragraph 14 of the Declaration and Supplement to Declaration, as follows:

"(g) All wood burning or coal chimneys and fireplaces located on the exterior of the house shall be of brick or stone construction. Any fireplaces located on the exterior of the house shall be of brick or stone construction. No cinder block chimneys are allowed on the exterior of the house. All chimneys located within the exterior of the house and that portion of the chimney above the roof line shall be of brick or stone construction.

(i) To reduce fragmentation of wildlife habitat and avoid hindering wildlife passage through the Premises, no fences or free standing walls exceeding six (6) feet in height shall be erected on the Premises except if required by local ordinances or if a boundary line of the premises is also an exterior boundary line of the entire development along Portland Avenue. The location, construction and material for any fences shall be subject to prior written approval by the Executive Board.

(y) No Lot may be leased, rented, or otherwise occupied under any lease or rental agreement for a term of less than six (6) consecutive months. Short-term rentals, defined as any occupancy of less than six (6) months, including but not limited to arrangements made through platforms such as Airbnb, VRBO, or similar services, are prohibited. All leases shall be in writing and shall require tenants to comply with this Declaration and all rules and regulations adopted by the Association.

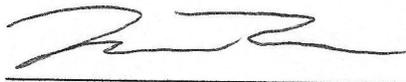
(z) All lease or rental agreements must be submitted to the Board of Directors for review and written approval prior to the commencement of any tenancy. The Board reserves the right to withhold approval if, in its reasonable discretion, the proposed lease would violate the provisions of this Declaration, or otherwise be inconsistent with the Association's rules and objectives."

This Second Amendment to the Declaration shall become immediately effective upon the recording hereof in the York County Registry of Deeds.

IN WITNESS WHEREOF, THE VILLAGE AT POND VIEW WOODS HOMEOWNERS ASSOCIATION has executed, acknowledged and delivered this Second Amendment to Declaration on this

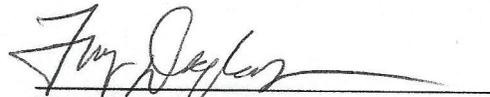
23 day of Aug, 2025, by Troy T Douglas, its President, hereunto duly authorized.

THE VILLAGE AT POND VIEW
WOODS HOMEOWNERS
ASSOCIATION



Witness

Taylor Thum



Troy T. Douglas

Its President

STATE OF MAINE

8 23, 2025

York, ss.

Personally appeared the above-named Troy T Douglas, President of The Village at Pond View Woods Homeowners Association, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of The Village at Pond View Woods Homeowners Association.

Before me,

[Handwritten Signature]

Notary Public



THE VILLAGE AT POND VIEW WOODS

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

THIS SUPPLEMENTAL DECLARATION is made and executed under seal this 19th day of July, 2021 by ORCHARD ESTATES HOLDINGS, LLC, n/k/a THE VILLAGE AT POND VIEW WOODS, LLC, a limited liability company duly organized and existing under the laws of the State of Maine (the "Declarant"), for the purposes of providing protective covenants, restrictions and conditions for the use, enjoyment and occupancy of properties in Phase 2 of "The Village at Pond View Woods" subdivision located in Old Orchard Beach, County of York and State of Maine upon the terms and conditions hereinafter set forth:

1. RECITALS. Declarant is the owner of certain lots of land, together with common areas and roadways known as "The Village at Pond View Woods" described in Paragraph 2 of this Supplemental Declaration (collectively, the "Premises") and desires to provide for the preservation of the character and value of the community and to create an Association for the purposes of administering the common open space area and all other amenities of the community, and imposing and enforcing the covenants, restrictions and conditions set forth herein. Declarant previously recorded a Declaration dated April 15, 2016 relating to the Premises in the York County Registry of Deeds in Book 17216, Page 135. This Supplemental Declaration submits the Phase 2 lots of the project described in Paragraph 2 hereof to the lien of the Declaration and restates the terms thereof, as such Declaration has been amended by First Amendment to Declaration to be recorded with this Supplemental Declaration.

2. PROPERTY. The land, real estate, improvements, open space and amenities, and all appurtenances thereof subjected to this Supplemental Declaration (collectively, the "Premises") consist of the property shown on a Plan "Final Plan of Orchard Estates," situated in Old Orchard Beach, Maine prepared by BH2M, Inc., as last revised on April 22, 2016 and recorded with the York County Registry of Deeds in Plan Book 375, Pages 44 (the "Plan"), excluding Lot No. 32 as shown thereon which is not a part of the project. By Certificate of Name Change of even date to be recorded herewith,

the Declarant changed the name of the project depicted on the Plan from “Orchard Estates” to “The Village at Pond View Woods” and all references to the project contained herein are to its new name of “The Village at Pond View Woods.” The Premises are being submitted to the lien of this Supplemental Declaration in phases. Phase 1 shall consist of Lots Nos. 1, 2, 3, 4, 5, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 as depicted on the Plan. Phase 2 consists of Lots Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 21, 20, 19, 18, 17, 16 and 15 as depicted on the Plan. Lot No. 32 depicted on the Plan is not part of the Premises and is not part of Phase 1 and is not part of Phase 2 of the project.

3. ASSOCIATION. The name of the Association shall be the “The Village at Pond View Woods Homeowners Association.”

4. PURPOSES AND POWER. The Association is organized and will be operated for the purpose of administering common the Premises, including the open space and roadway areas shown on the Plan, including without limitation, maintenance and preservation of the same, and enforcement of all covenants, restrictions and conditions set forth herein. The Declarant, in its capacity as such, is not responsible for administering the common elements of the Premises or the open space or roadway areas shown on the Plan. The Association shall be solely responsible for such duties, except that during the Declarant Control Period, the Declarant may exercise the rights reserved to it under this Supplemental Declaration to control the affairs, budgets and activities of the Association as provided herein. The Association shall have the power to enforce the terms, conditions and restrictions of this Supplemental Declaration, including, without limitation, collecting and disbursing the assessments and charges against owners of lots in the Premises and, subject to the Bylaws, taking such other actions as it may deem necessary and proper to fulfill its purpose. The Association shall have the power to promulgate rules and regulations and to take such actions and fulfill such other purposes consistent with the terms of the Bylaws as may be adopted by the members. Without limitation, the Association shall be responsible for providing the following services, the expenditures for which shall be chargeable on dues:

(a) Maintenance and repair of catch basins within the Premises in good and working order, including, without limitation, for the sumps to be inspected annually and cleaned whenever sediment level reaches six (6”) inches below pipe invert; and

(b) Maintenance and repair of Detention Basins in good and working order, all as may be required by the Town of Old Orchard Beach; and

(c) Maintenance and repair of rip rap areas in good and working order, all as may be required by the Town of Old Orchard Beach; and

(d) Maintenance and repair of the general drainage system in good and working order including, without limitation, all culverts, all as may be required by the Town of

Old Orchard Beach; and

(e) Maintenance and repair of roads and sidewalks in good and working order until the same are accepted by the Town of Old Orchard Beach; and

(f) Such other items as the Declarant, during the Declarant Control Period as defined in the Bylaws, and thereafter such other items as the Board of Directors of the Association may determine in their discretion.

5. DURATION. The Association shall commence its existence upon the incorporation thereof and shall remain in full force and effect in perpetuity unless sooner terminated by vote of the members as set forth below.

6. MEMBERSHIP. The owners of Lots shown on the Plan shall be members of the Association, with one (1) vote in the Association being allocated to each Lot on the Premises, whether or not there are multiple owners of particular lots. Acceptance of a deed to any Lot shown on the Plan shall have the effect of making that person or persons members in the Association, provided that if there are multiple such grantees of a particular lot, there shall only be one (1) vote in the Association allocated to all of such grantees as owners of the particular lot. The right of membership in the Association set forth in this Supplemental Declaration shall be automatic upon acquiring title to a lot shown on the Plan, whether or not said membership is provided for specifically in the deed of conveyance. For purposes of this paragraph, owner of a lot on the Plan is not intended to include those parties who hold title merely as security for the performance of some obligation, provided that certain Eligible Mortgage Holders shall be entitled to specific rights as set forth herein.

7. VOTING RIGHTS. The Association shall have one (1) class of voting membership, with only one (1) vote being allocated to each Lot. Members shall be entitled to one (1) vote for each Lot owned by that party. When more than one (1) person holds ownership to a lot, or if ownership is held in a manner other than as an individual, then only one (1) vote shall be cast with respect to any said Lot, and the Association shall have the right to require that any Lot owner or owners execute and deliver to the Association a Certification, which shall designate one (1) person or legal entity to cast one (1) single and indivisible vote allocated to the relevant Lot in the Premises.

8. RESERVED DECLARANT RIGHTS. The Declarant shall hold and be considered the owner of all voting rights in and to the Association from the date of execution of this Supplemental Declaration until two (2) years after the date of the sale of the last Lot owned by the Declarant in the Premises (such time period being referred to herein as the "Declarant Control Period"). The Declarant may, at any time release said voting rights to some or all of the then current lot owners, provided that the release of such voting rights respects and conforms to the requirement that there shall be only one

(1) single and indivisible vote allocated to each Lot in the Premises. The Declarant reserves the right to amend or change any of the provisions hereof, including the covenants, restrictions, and conditions, without vote by Lot owners until the end of the Declarant Control Period. Any such amendment or change shall become immediately effective upon the recording thereof by the Declarant during the Declarant Control Period in the York County Registry of Deeds.

9. EXECUTIVE BOARD. The members may adopt Bylaws which specify the operation on management details of the Association as set forth above. Until the end of the Declarant Control Period, the Declarant shall control the Association including the Executive Board as set forth below. After the Declarant has released its Reserved Declarant Rights or the same terminate at the end of the Declarant Control Period, the Association shall be governed by an Executive Board consisting of five (5) natural persons, all of which shall be either lot owners, or holders of an interest in an entity that holds ownership of the lot, or trustee of a trust that holds ownership of a lot. The initial Executive Board shall consist of an individual to be appointed to the position by the Declarant and shall serve until Declarant removes the individual, or appoints a successor, or the Declarant Control Period has ended. The Executive Board shall have full authority to take all actions necessary for the administration of the affairs of the Association and shall have all powers and duties to do all such actions and things as are necessary and proper to be done to effectuate the purposes hereof. Unless otherwise specified herein, the vote of the Executive Board is binding upon all members of the Association. All members agree to indemnify and hold Executive Board members harmless from any and all actions taken in good faith pursuant hereto to the maximum extent permitted under the Maine Nonprofit Corporation Act, 13-B M.R.S. §§ 101 through 1406 (the "Act").

10. BUDGET/ASSESSMENTS. The owners of Lots, including the Declarant for so long as it is an owner of Lots subject to the lien of this Supplemental Declaration or, after the recording of the Supplemental Declaration with respect to Phase 2, as the owner of Lots subject to the lien of the Supplemental Declaration, covenant and agree to pay as assessments to the Association such sums per year as shall be levied equally against all of the Lots by the Declarant during the Declarant Control Period and by the Executive Board thereafter. Such assessments shall be for the maintenance and operation of the amenities of the Premises, including without limitation the open space, the roadways and sidewalks, the catch basins and the drainage systems and all other systems and services required for the support of the Premises by the Town of Old Orchard Beach. Such assessments shall be levied annually for the year in advance. The annual assessment shall be based upon a proposed budget which shall be reduced to writing by the Executive Board by January 15th of each year. The total amount of said budget shall be divided equally by the number of lots and each member shall be obligated to pay to the Association the assessment imposed on such owner(s)' Lot on or before February 15th of each year. Any failure of the Executive Board to promulgate or distribute a written budget shall not invalidate the Association's assessments to members. The

Declarant shall determine the amount of the annual assessments during the Declarant Control Period. Regular annual assessments thereafter shall require a majority vote of the Members of the Association, with one (1) vote be allocated indivisibly to each Lot. After the Declarant Control Period, special assessments shall require a three-quarters majority of votes entitled to be cast. Both annual and special assessments are to be used for the accomplishment or fulfillment of the purposes and objects of the Association as stated herein. All special assessments are due and payable within 30 days of receipt of the special assessment invoice.

11. **LIEN FOR ASSESSMENTS.** The assessments authorized hereunder or pursuant to any Bylaws promulgated pursuant hereto constitute and shall be a charge on the Lots shown on said Plan and shall be and constitute a continuing lien upon the Lot of the member against whom such assessments are levied, including any buildings or improvements thereon. If such assessments are not paid in a timely fashion then said sums shall be deemed delinquent and the Association shall, in any event, have the right to charge interest, fines, and late fees on said sums at such rate and in such amounts as determined by the Declarant during the Declarant Control Period and by the Executive Board thereafter. Additionally, the Association shall be entitled to collect all costs of collection, including reasonable attorneys' fees, pursuant to the collection of any delinquent sums, all of which is assessable as part of the lien herein established. In the event any sum assessable to a Lot shall become delinquent, the Association may bring an action at law against the member obligated to pay the same or foreclose the lien by civil action against such member's lot or lots. Such foreclosure by civil action shall be under the same process and procedure as for the foreclosure of a mortgage pursuant to 14 M.R.S. §§ 6321, as amended from time to time, which statutes are incorporated herein by reference.

12. **ELIGIBLE MORTGAGE HOLDERS.** An eligible Mortgage Holder shall be defined as any Mortgage Holder whose lien affects a Lot or Lots shown on the Plan and who gives notice in writing to the Association by forwarding a copy of their Mortgage instrument to the Executive Board. The lien referenced above for delinquent assessments shall under no circumstances supersede the lien of an Eligible Mortgage Holder who has recorded their Mortgage instrument prior to the recording of a Notice of Lien by the Association. Every eligible Mortgage Holder shall be entitled to written notice of any delinquencies pertaining to the lot upon which they hold a Mortgage, but failure to so notify an eligible Mortgage Holder shall not invalidate the lien.

13. **AMENDMENT.** Subject to the provisions of Paragraph 8 of this Supplemental Declaration governing Reserved Declarant Rights, this Supplemental Declaration shall be amended only by a vote equal to or greater than two-thirds of the votes of members of the Association at a meeting of the members given in accordance with the Act and the Bylaws scheduled for the purpose of considering such amendment.

14. COVENANTS, RESTRICTIONS AND CONDITIONS. The Premises are hereby subjected to and will be conveyed with the following covenants, conditions and restrictions, which shall be considered as real covenants running with the land, to be binding upon the within Declarant, its successors and assigns, and the all grantees, their heirs and assigns, and enforceable in law or equity by the within Declarant, its successors and assigns, the Association, or by the owner of any Lot within the subdivision of which the subject premises form a part:

(a) Said Lot shall be used for residential purposes only, and shall not be occupied by more than one residential unit. Said residential unit shall include no buildings or structures other than the following, vis: one detached dwelling house designed as a residence for one family, with related structures such as barns, sheds, suitable garden structures, including a greenhouse, a swimming pool and such additional structures as shall from time to time be used in connection with single family houses situated in similar neighborhoods. No building or structure of any kind except for the afore-mentioned residential structures shall be erected, used, maintained or allowed to stand on said Lot.

(b) During the Declarant Control Period, no buildings or additions or other structures of any kind (including swimming pools or other recreational facilities) shall be erected, and no fences shall be placed or allowed to stand upon said property until the plans, specifications and locations thereof shall have been approved in writing in recordable form by the Declarant. All exterior lighting shall require prior approval of said Declarant.

(c) All sewerage and septic waste disposal shall be undertaken in conformity with all applicable state and municipal requirements for the same.

(d) No manufacturing or commercial activity, or business of any nature shall be conducted upon the Premises, excepting only activities that are passive in nature and do not generate any related pedestrian or vehicular traffic.

(e) The keeping of poultry, swine or livestock shall not be permitted. Household pets shall be allowed, provided that all owners of pets owning or occupying a Lot in the Premises shall abide by all state and municipal requirements relating to the ownership and control of pets at all times.

(f) No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence, either temporarily or permanently, on any Lot.

(g) All wood burning or coal chimneys and fireplaces shall be of brick or stone construction. Any fireplaces located on the exterior of the house shall be of brick or

stone construction. No cinder block chimneys are allowed on the exterior of the house. All chimneys located within the exterior of the house and that portion of the chimney above the roof line shall be of brick or stone construction.

(h) No sign of any nature or description shall be displayed or placed upon any part of the premises except for signs whose total area does not exceed one (1) square (1 x 1) giving the name of the occupants, and the street name and number of the premises, and except for a "For Sale" sign, not to exceed four (4) square feet in size.

(i) To reduce fragmentation of wildlife habitat and avoid hindering wildlife passage through the Premises, no fences or free standing walls exceeding four (4) feet in height shall be erected on the Premises except if required by local ordinances or if a boundary line of the premises is also an exterior boundary line of the entire development along Portland Avenue. The location, construction and material for any fences shall be subject to prior written approval by the Declarant during the Declarant Control Period and by the Executive Board thereafter.

(j) When the construction of the buildings on the Premises is begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction, except in the case of an unfinished level to be completed at a later date. Occupancy of buildings on Lots in the Premises shall only be permitted after the issuance of a certificate of Occupancy for the lot.

(k) No unsightly growths 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 premise. At Declarant's sole discretion, dead trees may be retained on the Premises, and shall not be disturbed, if Declarant has determined that such dead trees provide potential wildlife habitat.

(l) No fires or burning of refuse, leaves, trees, etc., shall be permitted. Open fires for cookouts only shall be permitted, subject to all state and local laws and ordinances.

(m) There shall be no exterior antennas, clotheslines or similar devices, trash or garbage, bottled gas or other fuel containers placed on any Lot which shall be visible from the road or any other Lot. All items such as recreation vehicles, boats, snowmobiles, etc., shall be stored in a manner that makes them not visible from the road or from any other Lot.

(n) No Owner of a Lot shall do or permit to be done, any act upon the Premises which may be, is or may become a nuisance or unreasonable interference with another Lot owner.

(o) No cutting, trimming, or other disturbance or alteration of any trees or existing vegetation under three (3') feet in height, shall be permitted on any portion of the Premises lying within a Resource Protection Zone as defined in the municipal ordinances, except for selective trimming and pruning of tree branches in conformance with all applicable municipal and state regulatory constraints. No trees larger than five (5) inches diameter measured at a height of four (4) feet from the ground shall be cut, trimmed or altered in any fashion if located within fifty (50) feet of a roadway, street or Lot line, without prior written consent of the Declarant, during the Declarant Control Period, or by the Executive Board thereafter. Any cutting shall be in conformance with all applicable municipal and state regulatory constraints.

(p) No lot may be further divided by any means.

(q) No wetland areas as shown on the approved Plan shall be disturbed.

(r) Any and all construction activities or other soil disturbance on the Premises shall utilize erosion control measures which conform to the current standards contained in the Maine Erosion and Sediment Control Best Management Practices Handbook published by the Maine Department of Environmental Protection.

(s) The establishment of lawns shall be minimized and shall be limited to areas lying outside of the Resource Protection Zone as defined in the municipal ordinances. Maintenance of lawns shall be done in a manner that minimizes phosphorus export and runoff to adjacent wetlands as determined by time to time by the Declarant, during the Declarant Control Period, or of the Executive Board thereafter. The installation of lawns shall require the written approval of the Declarant, during the Declarant Control Period, or of the Executive Board thereafter.

(t) No Member of the Association shall traverse upon, play on, walk on, run on or use or occupy for any purpose those parts of the Premises marked in heavy black outlining on Exhibit A annexed hereto and incorporated herein by reference. The parts of the Premises marked in heavy black outlining are reserved for the exclusive use of the Association for utility easements, if approved by Declarant during the Declarant Control Period or by the Board of Directors of the Association after the Declarant Control Period.

(u) No Member of the Association shall disturb or alter in any manner (including, but not limited to weed whacking, mowing, tree cutting, digging, etc.) any wetlands within the Premises or any area marked in heavy black outlining on Exhibit A. The Declarant during the Declarant Control Period or the Board of Directors of the Association after the Declarant Control Period shall have the sole authority to adopt rules and regulations necessary to conform the wetlands or such areas marked in heavy black outlining to the requirements of any federal, state or municipal land-use statutes, rules or regulations applicable to the Premises. Further, no Member of the Association shall store

or place items of personal within the detention pond, or upon wetlands or any part of the Premises marked in heavy black outlining on Exhibit A. Any Member of the Association violating the provisions hereof shall be solely liable and responsible for any ensuing federal, state or municipal civil and criminal penalties and shall strictly defend and indemnify the Declarant and the Association, and all other Members of the Association, of and from all such civil or criminal penalties.

(v) Areas marked “Phase 2 Pond Access, end of Bouchard Ct.” and “Access to Pond at the End of Paige Ave” on Exhibit A are for the Members of the Association to access the pond and its trail head. Members may only access the pond and its trailhead from these points so noted on Exhibit A, unless access is being made from Portland Avenue in Old Orchard Beach. No access shall be made after 11:00 PM and all Members of the Association shall vacate the green areas noted on Exhibit A between 11:00 PM and 8:00 AM the following day.

(w) No Member of the Association shall park any form of motor vehicle, boat, ATV, RV, snowmobile or other recreational vehicle on any lot within the Premises, other than on the hard surface driveway (i.e., brick, cement, stone or hot top) serving the residence on the lot in the same configuration as it was installed at the time of the construction of the residence on the lot. A single boat or snowmobile trailer may be parked to the rear of any residence located on a lot within the Premises, provided that it is substantially hidden from view from the street. The Association shall be entitled to collect a fine from the offending lot owner in the amount of \$100.00 per day for each day a violation of this Subsection (w) is suffered or permitted to exist on any lot within the Premises.

(x) In the event of the violation of the violation of any of the covenants, conditions and restrictions set forth in this Paragraph 14, including subsections (a) through (x), the Association, or the Declarant during the Declarant Control Period, shall have the right to correct the violation upon no less than 24 hours written notice to the offending lot owner at the expense of the offending lot owner. Any and all costs for such remedial actions, including specifically the cost of towing vehicles, shall the sole responsibility of the offending lot owner to reimburse to the Association or to the Declarant during the Declarant Control Period. In the event the Association or Declarant incurs costs, attorneys’ fees and expenses associated with the judicial enforcement of any of the covenants, conditions and restrictions set forth in this Supplemental Declaration, all such costs, fees and expenses (including any fines assessed under Paragraph 14(w) of this Supplemental Declaration) shall constitute and lien and charge on the lot of the offending lot owner and shall be foreclosable by civil action in like manner as the foreclosure of assessment liens described in Paragraph 11 of this Supplemental Declaration.

15. MISCELLANEOUS. By acceptance of a deed to a Lot in the Premises, the

grantee, and the grantee's heirs, successors and assigns agree to be bound by this Supplemental Declaration, as it may be amended from time to time in accordance herewith. The aforesaid covenants, restrictions and conditions shall run with the land. They are imposed upon the Premises for the benefit of the remaining land of the Declarant, as well as for the benefit of any and all persons owning Lots 1 through 32 shown on the Plan. All future conveyances of land situated on the Plan will contain substantially similar restrictions; and it is further understood, covenanted and agreed that said restrictions, covenants and conditions are intended as equitable servitudes upon each and every parcel of land affected, and that the grantee, the grantee's heirs, successors and assigns, shall have full right, in common with the Declarant, its successors and assigns, as well as the Association, to enforce the same, insofar as the same are enforceable, by any applicable legal process or in any other lawful manner. The erection and use of any structure or the occupation of the land hereby conveyed contrary to these covenants, restrictions and conditions, or any part of them, shall be conclusively deemed a nuisance for which the Declarant, its successors and assigns, other Lot Owners, or the Association, may have a remedy by due process of law or may, at their option, enter and remove and abate such nuisance at the expense of the grantee, or such grantee's heirs, successors and assigns, without being responsible for trespass therefor. The Association shall have the power to levy fines for violations of the Covenants, Restrictions and Conditions at the rate of \$200.00 per each day that a violation hereof shall be maintained or permitted to exist. No fines shall be levied against the Declarant after the expiration of the Declarant Control Period.

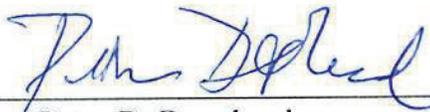
The Declarant Control Period remains in effect accordance with the Declaration and this Supplemental Declaration.

IN WITNESS WHEREOF, ORCHARD ESTATES HOLDINGS, LLC, n/k/a THE VILLAGE AT POND VIEW WOODS, LLC, has caused this instrument to be executed by Peter R. Bouchard, its Member, hereunto duly authorized, as of the date first above written.

ORCHARD ESTATES HOLDINGS,
LLC, n/k/a THE VILLAGE AT POND
VIEW WOODS, LLC



Witness

By: 

Peter R. Bouchard
Its Member

[Acknowledgment Located on Following Page]

STATE OF MAINE
Cumberland, ss.

July 19, 2021

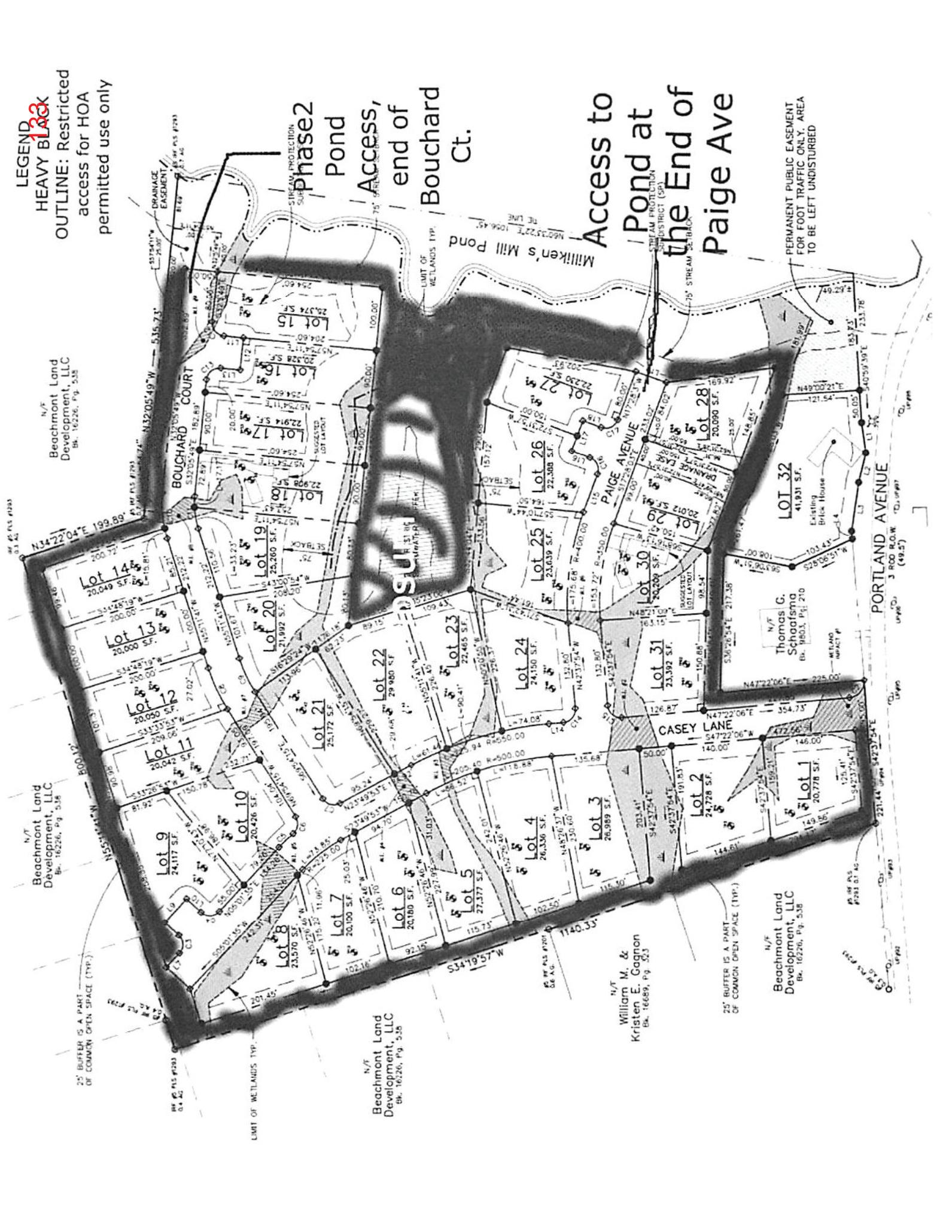
Personally appeared before me the above-named Peter R. Bouchard, as Member of Orchard Estates Holdings, LLC, n/k/a The Village at Pond View Woods, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Orchard Estates Holdings, LLC, n/k/a The Village at Pond View Woods, LLC.



Notary Public/Attorney-at-Law

PAUL F. DRISCOLL

LEGEND
HEAVY BLACK
OUTLINE: Restricted
access for HOA
permitted use only



N/T
 Beachmont Land
 Development, LLC
 Bk. 16226, Pg. 538

N/T
 Beachmont Land
 Development, LLC
 Bk. 16226, Pg. 538

N/T
 Beachmont Land
 Development, LLC
 Bk. 16226, Pg. 538

N/T
 William M. &
 Kristen E. Gagnon
 Bk. 16689, Pg. 203

N/T
 Beachmont Land
 Development, LLC
 Bk. 16226, Pg. 538

25' BUFFER IS A PART
 OF COMMON OPEN SPACE (TYP.)

PERMANENT PUBLIC EASEMENT
 FOR FOOT TRAFFIC ONLY, AREA
 TO BE LEFT UNDISTURBED

Access to
 Pond at
 the End of
 Paige Ave

Phase 2
 Pond
 Access,
 end of
 Bouchard
 Ct.

Bk. 16226, Pg. 538

25' BUFFER IS A PART
 OF COMMON OPEN SPACE (TYP.)

Bk. 16226, Pg. 538

Bk. 16226, Pg. 538

Bk. 16226, Pg. 538

Bk. 16226, Pg. 538

Bk. 16226, Pg. 538