

Declaration of Covenants and Restrictions Two Echo Cohousing Community Brunswick, Maine

KNOW ALL BY THESE PRESENTS, that MAXIMUS ASSOCIATES, a Maine corporation with a place of business in Portland, Maine ("Grantor"), is the owner of certain real estate located on Hacker Road, Brunswick, Maine described on the attached Exhibit A (the "Property"), which Property is shown as Lot 2 on the Subdivision Plan for Twin Echo Cohousing Community recorded in the Cumberland County Registry of Deeds in Plan Book 196, Page 82 (the "Plan");

WHEREAS, Grantor, in conjunction with CUMBERLAND COUNTY COHOUSING COMMUNITY LIMITED LIABILITY COMPANY, a Maine limited liability company with a place of business in Portland, Maine, desires to create and maintain a residential cohousing community which (i) preserves the natural, scenic and open space values by limiting use of common areas of the Property to passive recreational uses and sustainable agricultural or forestry practices, (ii) reasonably limits vehicular access and encourages pedestrian activities by design of common amenities, (iii) protects household privacy and property values by requiring compliance with design review guidelines, and (iv) fosters a sense of community by provision of common amenities and reasonable regulation of use; and

WHEREAS, Grantor has granted a Conservation Easement Deed and Indenture to the Town of Brunswick by deed dated _____, 19__ and recorded in Cumberland County Registry of Deeds in Book ____, Page ____ (the "Conservation Easement"), encumbering an approximately seventy-four (74) acre portion of the Property (the "Protected Premises") and limiting its use in perpetuity to passive (non-motorized) recreational uses and sustainable agricultural or forestry practices; and

WHEREAS, the Plan reflects the Property as being divided into phases, each subject to development only upon Grantor's construction of required common amenities, declaration of such phase, and amendment of the Plan to reflect same; and

WHEREAS, the Plan reflects the Property as being subdivided into parcels comprising building envelopes ("Lots") within associated exclusive use easement areas ("Limited Common Elements"), and upon development (or redevelopment) of any parcel the Plan is to be amended to reflect the Lot as encompassing only the footprint of the residential structure thereon; and

WHEREAS, Grantor intends to create a single entity (the "Two Echo Cohousing Community Homeowners Association, hereinafter called the "Association") whose membership includes and is limited to the owners of the Lots within all declared phases, for the purpose of enforcing this Declaration, making necessary assessments against the Lots to fund the Association and the construction, maintenance, repair and replacement of common amenities, and governing the cohousing community through reasonable rules and regulations, subject to certain reserved rights of Grantor with respect to unsold Lots or undeclared phases; and

WHEREAS, Grantor desires to bind the purchasers of Lots, their successors and assigns, to properly maintain and operate the common amenities and further desires to provide such purchasers, their successors and assigns, with the means necessary to foster development and continuation of a thriving residential cohousing community;

NOW THEREFORE, in consideration of the forgoing, Grantor for itself and its successors and assigns, hereby subjects the entire Property, including without limitation the Lots, the Protected Premises and all of Grantor's other land shown on the Plan, to the following provisions, as covenants running with the land, which shall be binding upon and enforceable by Grantor, its successors and assigns, the Association, or by the then current owners of the Lots, to wit:

1. Declaration of Initial Phase. Grantor hereby declares that it has completed the required common amenities for the initial phase of the development of the Property as shown on the Plan (or substantially completed such common amenities and provided to the Town of Brunswick or the Association adequate guaranties of completion).

2. Use of Lots, Ownership of Lots, Use of Limited Common Elements.

- a. All Lots shall be used for residential purposes exclusively, except that Lots may be used for any nonresidential purposes permitted by applicable ordinances with the approval of Association in its discretion. Lots may be leased for residential or other such permitted purposes; provided, nonetheless, that the Association may establish reasonable Bylaws with respect to leases in order to maintain the spirit of a resident owned community, including without limitation Bylaws prohibiting short term leases and limiting the number of Lots within the community that may be leased at any one time. Notwithstanding the foregoing, no such Bylaw limiting the number of Lots permitted to be leased at any one time shall prohibit or restrict the lease of a Lot by a financial institution or its subsidiary that has taken title to a Lot by foreclosure or deed in lieu thereof. Lots may not be further subdivided.
- b. The Association may establish reasonable Bylaws with respect to the ownership of multiple Lots in order to maintain the spirit of a diverse cohousing community, including without limitation a maximum number of Lots to which any person, other than Grantor, Grantor's assignee or successor, or Cumberland County Cohousing Community, can hold title at any one time. Notwithstanding the foregoing, no such Bylaw limiting the number of Lots permitted to be owned at any one time shall prohibit or restrict the ownership of any number of Lots by a financial institution or its subsidiary that has taken title to such Lots by foreclosure or deed in lieu thereof.
- c. Every Limited Common Element shall be used only for uses accessory to the permitted use of the associated Lot and maintained by such Lot owner in accordance with reasonable Bylaws of the Association. Provided, nonetheless, that all Limited Common Elements are subject to the rights of Grantor and the Association to construct, maintain, repair and replace pipes, conduits and similar structures as reasonably required to provide water, septic, drainage, electrical or other services or

utilities to such Lot or other Lots within the Property, and to the right of the Association to enter Limited Common Elements, at reasonable times upon reasonable notice, to enforce other terms of this Declaration and the reasonable Bylaws of the Association.

- 3. Design.** No exterior construction, alteration, addition, or erection of any nature whatsoever, including without limitation buildings, fences, other structures or landscaping, shall be constructed, repaired, maintained or replaced upon any part of the Property, including any Lot, without the prior written approval of the Association or unless otherwise permitted under the reasonable Bylaws of the Association, provided, however, that Grantor reserves the right to construct the required common amenities for any phase of the development of the Property to the extent previously shown on the Plan without such consent of the Association. The Association shall establish reasonable procedures and fees for submission and review of plans and specifications, shall promulgate reasonable design guidelines striking a balance among aesthetic compatibility, proportion, consistency and individual diversity which enhances the community, and shall monitor and enforce compliance with the design review process. Such procedures shall require evidence of a Lot owner's ability to finance any proposed construction and the timely receipt of adequate waivers of any statutory or other lien rights against all of the Property, other than the Lot being improved, in favor of any person performing labor or furnishing labor, materials or services in connection with such Lot or associated Limited Common Element. The Association may upon request and upon the payment of a reasonable fee issue a certificate indicating whether any apparent violation(s) of the design review process or known violation(s) of this Declaration exist with respect to any Lot, which certificate shall be conclusive and binding with respect to the matters stated therein.

- 4. Development of Lots.** After the initial construction by Grantor of the required common amenities for any declared phase of the development of the Property as shown on the Plan (or substantial completion with provision to the Town of Brunswick or the Association of adequate guaranties of

completion) and conveyance to the Association of the common amenities associated with such declared phase (subject to the provisions of Section 18 below), Lots within such declared phase may be developed by Grantor or the purchasers of such Lots. A purchaser of the exclusive right to construct a residence within an Limited Common Element (whether such conveyance is by deed or other instrument) will be deemed to be a Lot owner for the purposes of this Declaration and the Bylaws of the Two Echo Cohousing Community Homeowners Association.

No person performing labor or furnishing labor, materials or services in connection with the development of any Lot or associated Limited Common Element shall be entitled to impose a lien for unpaid labor, materials or services (pursuant to 10 M.R.S.A. section 3251 et. seq. or other applicable law) against any portion of the Property other than the Lot. Each Lot owner shall indemnify, defend and hold harmless Grantor, the Association and all other Lot owners from and against any claim, loss, liability or expense (including reasonable attorneys' fees) arising out of a lien with respect to unpaid labor, materials or services supplied with respect to development of a particular Lot or associated Limited Common Element and asserted against any portion of the Property other than the Lot.

Grantor or the Association shall make available to any Lot purchaser or prospective purchaser an informational handbook as a guide to the residential development design review and permitting process with respect to the Property.

Subject to the design review process of the Association, upon the development (or redevelopment) of any Lot by the construction of a residence, the Plan shall be amended to reflect the footprint of the resulting residential structure thereon as the boundary line of such Lot, and the owner of such Lot shall convey to the Association the fee interest in the remainder of the building envelope as originally shown on the Plan, subject to the reservation of an easement to use such premises as a Limited Common Element associated with such Lot. Upon any subsequent redevelopment which decreases, alters or enlarges the footprint of any such residential structure, the Association and the Lot owner shall execute and record such instruments as may be reasonably necessary to reflect an appropriate

adjustment of the boundary lines of the Lot and the associated Limited Common Element. Upon any enlargement of the footprint, the Lot shall be deemed to have been expanded as fully as if the Lot's dimensions were originally established with the expanded footprint. Any decrease in the Lot footprint shall be subject to the approval of any mortgagee with an interest in the Lot.

5. Pets and Animals. Personal household pets normally housed in a residence, in reasonable numbers, shall be permitted upon the Lots and Limited Common Element, subject to the reasonable Bylaws of the Association. Poultry, swine, or livestock may be kept upon the Protected Premises with the prior written approval of the Association, subject to the terms of the Conservation Easement and the reasonable Bylaws of the Association.

6. Motor Vehicles. The development of the Property is designed to encourage pedestrian access and discourage use of motor vehicles, with some Lots designated pedestrian access only and some Lots designated as car access. Each pedestrian access Lot shall have the use of two parking spaces in the common parking areas. The Association shall have the right to designate specific parking spaces in the common parking areas for the use of specific Lots, or for other uses. Vehicular access to pedestrian access Lots shall be prohibited except in emergencies or according to reasonable Bylaws of the Association. Common parking areas, driveways and Limited Common Elements may be used for the parking of private passenger motor vehicles and other items, subject to the reasonable Bylaws of the Association. Snowmobiles, all-terrain vehicles, motorized trail bikes and any similar motorized off-road vehicles shall not be operated on the Property, except as permitted in the Conservation Easement.

7. Compliance with Law, Nuisance. All activities carried on upon the Property shall be in compliance with all laws, federal, state and local, and all encumbrances upon the Property, including without limitation the Conservation Deed and the covenants and restrictions of this Declaration. The Property (including all Lots and associated Limited Common Elements and improvements thereon) shall be maintained in a neat and orderly manner and the Association may establish reasonable Bylaws regarding such

maintenance. Noxious, dangerous, offensive or unduly noisy activities of any nature shall not be carried on upon any portion of the Property and the Association may establish reasonable Bylaws regarding such prohibited uses. Noise arising from forestry, agricultural, woodworking and similar activities shall not be deemed to be unduly noisy per se; provided that all reasonable steps are taken to minimize such noise.

8. Common Amenities. With respect to any phase of the development shown on the Plan, prior to the declaration by Grantor of such phase and the sale of any Lots therein, Grantor shall have the right and obligation to complete and convey to the Association (subject to the provisions of Section 18 below) the common amenities serving such declared phase which are noted on the Plan as required to be built.

The required common amenities outside Limited Common Elements include roads, access roads, paths, common parking areas, and septic, water, drainage, electrical, telecommunication and similar utility systems. The roads and access roads shown upon the Plan do not meet required design standards for acceptance as public roads by the Town of Brunswick as of the date such Plan, and upon completion of construction and conveyance to the Association, all such roads and access roads are anticipated to remain private ways for which the Association shall remain responsible for maintenance and replacement.

The required common amenities within Limited Common Elements include any portions of utility systems within a Limited Common Element that do not directly serve only that Limited Common Element.

Following any such conveyance by Grantor, the Association shall have and is hereby granted the right and obligation to maintain, repair and replace the amenities associated with such declared phase, including without limitation the following:

- a. All septic tanks and septic tank pumps.
- b. The required common amenities outside Limited Common Elements, including roads,

access roads, paths, common parking areas, water, septic, drainage, electrical, telecommunication and similar utility systems.

- c. All portions of water, septic, drainage, electrical, telecommunication and similar utility systems within a Limited Common Element that don't directly serve only that Lot.
- d. All other structures and grounds outside of Lots and Limited Common Elements, including without limitation the common house, signage, lawns, shrubbery and the Protected Premises.

Provided, however, that with respect to certain amenities not required to be built and that may inure to the benefit of less than all of the Lots, including without limitation driveways outside and within Limited Common Elements associated with car access Lots, garages within common parking areas, detached garages within Limited Common Elements associated with car access Lots, or barns, workshops, greenhouses and similar structures during their permitted use by some Lot owners, the Association shall have the right to delegate some or all of its rights or obligations of construction, repair, maintenance and replacement to the owners of such Lots which benefit therefrom, which right or obligations Lot owners shall assume.

9. Association Membership. For the purpose of maintenance of common amenities, regulation of use, design review, and the provision of common services of every kind and nature required or desired within the Property, and for the general use and benefit of all Lot owners, each and every owner, in accepting a deed for any Lot or any other instrument conveying the exclusive right to construct residence within an LCE, agrees to and shall automatically become a member of the Association and be subject to and comply with this Declaration, the Conservation Deed, and the reasonable Bylaws of Association, as amended from time to time. The membership in the Association of each such Lot owner shall terminate upon the sale, transfer or other disposition of his or her ownership interest in the Lot, whereupon membership shall automatically transfer to and be vested in the successor owner. The mortgage of a Lot shall not operate to transfer membership until foreclosure of the mortgage.

10. Assessments.

a. Upon declaration by Grantor of any phase, each Lot owner within such declared phase, excluding Grantor (or the Cumberland County Cohousing Community or any assignee of or successor to Grantor which acquires and holds undeveloped lots for resale) to the extent Grantor, Cumberland County Cohousing Community, or Grantor's assignee or successor continues to own Lots in such declared phase, shall pay to the Association an equal share of expenses and reserves of the Association in carrying out its functions, all as determined by the Association. Provided, however, that, except as provided elsewhere in this Declaration, the Association may allocate to particular Lots those expenses and reserves for the construction, repair, replacement and maintenance of items serving only such Lots, including without limitation driveways from access roads to, and within, Limited Common Elements associated with car access Lots, parking spaces in common parking areas dedicated to pedestrian access Lots, or which are incurred by the Association as a result of the negligence or willful acts of the owners, household members or tenants of such Lots. Such obligation, together with interest and costs of collection (including reasonable attorneys' fees) shall be the personal responsibility of each owner of a Lot and shall constitute a lien on such Lot, with priority over all other liens (apart from liens and encumbrances which by law are granted priority status, such as liens for municipal real estate taxes and as otherwise provided in section 14 (e) herein with respect to Eligible Holders of mortgages). The recording of this Declaration constitutes record notice of the lien, which may be foreclosed in the same manner as a mortgage on real estate or by any other method now or hereafter permitted by law.

b. The Association shall promptly notify all Lot owners, by U.S. mail at the addresses maintained by the Association, of the amount, due dates and interest rate (at 18% per annum unless otherwise provided) for late payments, with respect to each annual or special assessment fixed and levied. Each Lot owner shall provide the Association with a current mailing address, failing which the Association may send such notices to such address as reasonably appears to be a permanent address of a Lot owner. Failure of the Association to levy the assessment or charge for any one year or send such notice or to charge interest shall not relieve any Lot owner from such assessment

obligations nor affect the right of the Association to do so for any subsequent period or for such prior period(s) in arrears.

11. Association Rights and Duties. The Association shall establish reasonable Bylaws for its governance, including methods to encourage active participation of members and to make decisions by consensus where possible. Provided, however, that such Bylaws shall in all circumstances require that: (i) all Lot owners shall have the right to inspect and copy all books and records of the Association at reasonable times, (ii) all Lot owners shall be given at least seventy-two (72) hours notice in writing, by telephone or upon answering machine, of the time and place of all regular or special meetings of the Association and notice given to one person with at least thirty-three percent (33%) ownership interest in a Lot shall be considered sufficient notice to all owners of such Lot, (iii) where consensus cannot be obtained at a meeting at which a quorum exists, each person with at least thirty-three percent (33%) ownership in one or more Lots within a declared phase shall have one (1) vote (regardless of the number of Lots in which such person has such an interest except that institutional lenders or subsidiaries holding title following foreclosure or deed in lieu thereof shall have a separate vote for each Lot in which they own an interest) at such meeting on the question of setting aside the consensus process and voting on the substantive issue at a subsequent meeting, and each such person with such an interest in one or more such Lots shall be similarly entitled to one (1) vote if present at such subsequent meeting (by proxy exercised by another adult resident of the cohousing community only if such Lot owner was present in person at the meeting at which the consensus process was set aside), and (iv) the Association shall be obligated to levy and collect assessments, enforce restrictive covenants, and take reasonable steps to maintain, repair, replace, provide Lot owner access to, pay taxes upon, and insure the common amenities essential to the cohousing community upon the Property, including, without limitation, the obligation to levy assessments for and maintain in place a regular program of septic system maintenance and a capital reserve fund to amortize over the anticipated useful life of such septic systems the replacement cost thereof. Septic systems shall be inspected annually and septic tanks shall be pumped every three years. The Association shall have all lawful powers necessary to carry out the purposes of this Declaration, subject

to the limitations specified herein, including but not limited to the following rights:

- a. To establish reasonable Bylaws with respect to all aspects of the Property and the cohousing community thereon.
- b. To enforce, either in its own name or in the name of the owners of the Property any or all covenants imposed upon the Property, as the same may be amended; provided, however, that this right of enforcement shall not serve to prevent the right of any Lot owner to enforce restrictive covenants. The expenses and costs of any enforcement proceedings instituted by the Association shall be paid for by the Association, provided that the Association shall have the right to recover such enforcement costs (including reasonable attorneys' fees) from any Lot owner or other party found to have breached the terms of such covenants.
- c. To provide for the construction, maintenance, repair and replacement of common amenities, including the Protected Premises and any facilities thereon.
- d. To pay taxes, to carry general liability insurance, hazard insurance on common amenities, directors and officers insurance, and to indemnify the Association's officers and directors.
- e. To establish annual and supplemental budgets, including reasonable reserves for anticipated capital items.
- f. To take such other actions and enter into such other agreements as the Association may determine in its sole discretion are reasonable and necessary to benefit the cohousing community upon the Property.

Neither the Association nor any officer, director, employee or agent of same shall be liable to any person for any action taken in good faith in connection with the administration, enforcement or non-enforcement of this Declaration.

12. Enforcement. The provisions of Declaration have been adopted for the benefit of the Lot owners and shall run with the Land. If any Lot owner shall attempt, or permit to occur on such Lot owner's Lot, any violation of any of the covenants or restrictions herein, in the Conservation Deed, or in the Bylaws of the Association, such action shall be deemed a nuisance and the Association or any Lot owner may commence proceedings at law or in equity to recover damages or other awards for same, or to enjoin the furtherance or continuation of same. The violator shall pay all reasonable costs, including attorney's fees, incurred in the enforcement of this Declaration and the Bylaws of the Association, which shall constitute a lien on the Lot in the same manner as Association assessments. Proceedings may be maintained irrespective of the waiver of any prior occurrence, and the failure to enforce upon any occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto.

13. Notice of Intent to Sell. Prior to advertising a Lot for sale or for lease with an option to purchase or for lease of twenty (20) years) or more, or listing a Lot with a real estate broker for sale or for such lease, or accepting an unsolicited offer for sale or for such lease, a Lot owner, excluding Grantor, the Cumberland County Cohousing Community, or any assignee of or successor to Grantor which acquires and holds undeveloped lots for resale, shall give the Association two (2) weeks written notice of the intent to sell or lease with an option to purchase or lease for a term of twenty (20) years or more. Upon request from the Lot owner, the Association shall certify that such notice has been received.

This notice of intent to sell or lease shall not apply to any transfer by gift or devise, nor to any transfer to any family or household member of the Lot owner or to any entity or trust controlled by or for the beneficial interest of the Lot owner or members of his or her family or household, nor to any mortgage, nor to any foreclosure sale or deed in lieu of foreclosure, nor to any leasehold of less than twenty (20) years that does not include an option to purchase.

If the Association or its designees are interested in purchasing said Lot, the Association or its designees shall give written notice of this interest to the Lot

owner within said two (2) week period. No purchase option is intended to be established by this section.

14. Mortgage Provisions. The following provisions are for the benefit of holders of first mortgages on Lots:

a. **Notices of Action.** An institutional holder, insurer, or guarantor of a first priority mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an "Eligible Holder"), will be entitled to timely written notice of:

- i. any condemnation loss or any casualty loss which affects a material portion of the common amenities or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- ii. any delinquency in the payment of Assessments owed by an owner of a Lot subject to the Eligible Holder's mortgage, where such delinquency has continued for a period of sixty (60) days;
- iii. any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- iv. any proposed action which would require the consent of a specified percentage of first mortgage holders.

b. **Mortgagee's Approvals from Eligible Holders -- 2/3 Vote.** Unless at least 2/3 of the Eligible Holders give their consent, the Association shall not: (i) encumber, sell or transfer any material portion of the common amenities of the Property (except for transfers by condemnation, customary utility easements, adjustments of Lot and Limited Common Element boundaries upon development or redevelopment of a residential structure, or leases for purposes permitted by the Conservation Easement or for purposes benefiting those Lot owners who undertake responsibility for expenses of maintenance, repair, insurance and the like associated with such leasehold); (ii) by act or omission withdraw the submission of any material portion of the Property to

the Declaration (except following destruction or condemnation of a material portion of the common amenities); (iii) materially modify the method of determining and collecting Assessments; or (v) use hazard insurance proceeds for losses to any substantial portion of the common amenities for any purpose other than repair, replacement or restoration.

c. Mortgagees Approvals from Eligible Holders -- Majority Vote. Unless at least 51% of the Eligible Holders have given their prior written approval the Association shall not: (i) following destruction or condemnation of a material portion of the common amenities, by act or omission, withdraw the submission of the Property to this Declaration; or (ii) make substantive amendments to any material provisions of the Declaration or Plans relating to: (1) voting; (2) assessments, liens or subordination of such liens; (3) insurance or fidelity bonds; (4) rights to use of any substantial portion of the common amenities in any manner materially detrimental to the rights of Lot owners to safe and convenient access to their Lots and to utility services for the Lots; (5) maintenance responsibility; (6) the number or general configuration of Lots within any phase shown on the Plan; (7) any right of first refusal or similar restriction on the right of a Lot owner to sell, transfer, or otherwise convey a Lot; or (8) any provisions which are for the express benefit of Mortgagees.

d. Non-Material Amendments; Presumptive Approval. Any addition or amendment to the Declaration or Plans shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Holder who is notified of additions or amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

e. A lien under section 10 (a) herein is prior to all other liens and encumbrances on a Lot except that such lien is prior to the lien of the Eligible Holder's mortgage only to the extent of common expense assessments based on the periodic budget adopted by the Association which would have normally become due in the absence of any acceleration during the six (6) months immediately preceding action to enforce the Association's lien, whether by foreclosure or otherwise.

15. Amendment to Declaration. This Declaration shall be amended only by consensus of Association members or the affirmative vote of seventyfive percent (75%) of the members entitled to vote, and the written consent of fifty percent (50%) of the Eligible Holders unless a larger number of votes of members or consents of Eligible Holders is required by other provisions of the Declaration. This Declaration, as amended, shall control over all Bylaws adopted by the Association. No amendment shall be effective until recorded in the Cumberland County Registry of Deeds. Any Amendment to this Declaration shall be subject to review by the planning authorities of the Town of Brunswick for consistency with applicable laws and permits.

16. Termination of Restrictions. At a meeting duly held not earlier than January 1, 2021, the then current members of the Association may terminate the provisions set forth in this Declaration by consensus or an 80% vote, which amendment or termination shall become effective upon the recording thereof. If no such amendment or termination is recorded by February 1, 2021, this Declaration shall automatically renew for another 25 year period, and in like manner for each 25year period thereafter.

17. Severability. If any provisions of this Declaration, or its application to any persons or circumstances, is invalid or unenforceable, then the remainder of this Declaration, or the application of such provisions to other persons or circumstances, shall not be affected thereby.

18. Reserved Rights of Grantor. So long as Grantor owns either any undeclared phase within the Property or two (2) or more Lots within any declared phase of the Property, any material amendment or modification of this Declaration shall require the written approval of Grantor. Notwithstanding any other provision hereof, until the earlier of two (2) years from the recording of this Declaration or such time as a majority of Lots within the initial declared phase of the development are conveyed by Grantor to purchasers, Grantor shall be entitled to either (i) exercise the rights and duties of the Association, including without limitation paying the expenses of the Association directly, charging the owners of Lots an equitable share of the assessments, reviewing design, and otherwise promulgating and enforcing reasonable Bylaws for the cohousing community, or (ii) permit the Association to exercise such rights and duties only subject in each instance to

the approval of Grantor. Notwithstanding any other provision hereof, Grantor, its successors and assigns, may retain legal title to the common amenities associated with any declared phase until such time as the Association is reasonably able to maintain same, provided, however, that Grantor hereby covenants, for itself, its successors and assigns, that it shall convey the common amenities associated with any declared phase to the Association not later than two (2) years from the date of declaration of such phase. Grantor has the power to assign its rights under this Declaration to any successor Grantor, including without limitation the Cumberland County Cohousing Community Limited Liability Company, by instrument duly recorded which has been executed by Grantor and Grantor's successor.

IN WITNESS WHEREOF, MAXIMUS ASSOCIATES has caused these presents to be signed, acknowledged and delivered as of _____, 19__.

WITNESS: _____

STATE OF MAINE CUMBERLAND COUNTY, ss.

MAXIMUS ASSOCIATES By _____ Print
Name: _____ Title: _____

_____, 19__

Personally appeared before me the above named _____ as _____ of Maximus Associates and acknowledged the foregoing instrument as his or her free act and deed in said capacity and the free act and deed of said Maximus Associates.

11/25/96

_____ Notary Public/Attorney at Law

<http://two-echo.org/members/notebook/8a.php>