

DECLARATION
OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS
OF
SPRING POND ESTATES

Revised 09/29/2004
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Revised 06/11/ 2024

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DECLARATION
OF
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RESTRICTIONS
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SPRING POND ESTATES

This Declaration originally made by Spring Pond Development, LLC, stands amended by the Spring Pond Estates Homeowners Association, hereafter to be known as “The Association “.

The Owners of Lots and Units in Spring Pond Estates do hereby amend the Declaration of Covenants, Conditions, and Restrictions of Spring Pond Estates recorded in the York County Registry of Deeds at Book 15764, Page 702-719. Said amendments are made in accordance with Section 12.4 of the recorded Declaration. In accordance with Section 12.4 and pursuant to an affirmative vote of the owners entitled to cast at least seventy-five percent (75%) of the votes in the Association, the Declaration is amended as follows:

The Association hereby declares that all the property described in Exhibit A of the Corrective Release Deed, signed May 23, 2023 and recorded in the York County Registry Deeds in Book 19243, Page 463, is and shall be held, transferred, and conveyed subject to easements, restrictions, covenants, and conditions set forth in this declaration which shall run with the land to create the age restricted Development called Spring Pond Estates. The Development is organized under and bound by the provisions of the Title 13B Maine Nonprofit Corporation Act.

SECTION 1

DEFINITIONS

Section 1.1 Association: The Association means Spring Pond Estates Homeowners Association (or its successor), a Maine nonprofit corporation, which owns the common land and manages the Development.

Section 1.2 Development: The Development means the property in Exhibit A of the Corrective Release Deed and declared to be subject to this Declaration, together with all property, which may later become subject to this Declaration. The Development also includes the right to use the land described on the plan as conservation easement and may be used only for purposes permitted by said easement as the same is described in the Deed of Conservation Easement dated September 8, 1998 and recorded at York County Registry of Deeds Book 9286, Page 318.

Section 1.3 Lot: A Lot is a parcel of land shown on the plan of the Development (including any additional or amended subdivision plans of the Development in the future), which is designated as the site for a building to be owned separately from the Common Areas.

Section 1.4 Unit: A Unit means one of three units (Unit A, Unit B, Unit C) in the Community Center Building as shown on a plan recorded in the York County Registry of Deeds in Plan Book 545, Page 1, or as later amended.

Section 1.5 Owner: Owner means any person or entity that owns a Lot or Unit in the Development, whether solely or in common with others, but does not include anyone whose interest in a Lot or Unit is for the purpose of providing security for the performance of an obligation.

Section 1.6 Common Area (or Common Element): The Common Area means all real property (together with any improvements on the land) owned by the Association for the common use and enjoyment of the Owners.

Section 1.7 Limited Common Element: Limited Common Elements are the real property owned by the Association of which individual owners of Lots or Units have exclusive use.

SECTION 2

USE AND OCCUPANCY

Section 2.1. Age Restriction: Each residential Lot or Unit must be owned and occupied by at least one person who is 55 years of age or older. No member of the household may be under the age of 21. Exceptions may be granted by the Board of Directors. Notwithstanding any provision of this Declaration, any person's compliance with the age restrictions applicable to the Development, shall be determined by the Town of York, its appropriate agency, or officials who have been made a party. Provided however, that the following conditional exceptions shall apply:

- (1) In the event of the death of one occupant which shall result in the use and occupancy by person(s) who have previously occupied that unit and who are less than 55 years of age such occupancy shall be allowed to continue until the next conveyance or transfer of the record title to that unit at which time the use and occupancy by at least one person age 55 or older must be re-established.
- (2) In the event of a) divorce, b) legal separation or c) abandonment by a person in relationship with other occupants of a unit which shall result in the use and occupancy by person(s) who have previously occupied that unit who are less than 55 years of age, such occupancy shall be allowed to continue until the next conveyance or transfer of the record title to that unit, at which time the use and occupancy shall be by at least one person age 55 or older must be re-established.

The term "abandonment" shall mean an uninterrupted and permanent cessation of occupancy and residency. The terms "person in relationship with other occupants of a unit," shall mean either a person who has a direct familial relationship with any other occupant, or who has cohabited with another person in common residency.

The occupants of any Lot or Unit who shall claim entitlement to this exception shall be required to file an Affidavit with the Board of Directors of the Association, and the Town of York attesting to the fact that the initial occupation was established in conformity with the age 55 condition and that events have occurred since that time which entitle those occupants to qualify the unit under the exception. The Affidavit shall be signed under penalties of perjury.

Section 2.2. Use of Common Area: Every Owner has and shall have the right and easement to use and enjoy the Common Area, subject to the powers of the Association set forth in this Declaration, which easement is and shall be appurtenant to and shall pass with the title to every lot. This right may be delegated to other occupants of the Owner's Lot or Unit.

Section 2.3. Transfer of Common Area: The Association may dedicate or transfer all or any part of the Common Area or any interest therein, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Association's members. No such dedication or transfer shall be effective unless it is made by an instrument, recorded in the York County Registry of Deeds. Seventy-five percent (75%) of all Association members entitled to cast votes must approve any transfers along with the approval of the York Planning Board.

Section 2.4. Leases and Sales:

2.4.1 Leases: No Lot or Unit may be leased for a period of less than 180 days. No Lot or Unit may be leased except by written instrument, the language of which must adhere to the Bylaws and Declaration of the Association. In addition, a Spring Pond Estates Rental Requirement Form must be signed. Exceptions to the duration of the lease may be made with the approval of the Board. The lessee shall meet with the Welcoming Committee prior to occupancy to ensure the Association that all age requirements and compliance issues of the Bylaws and Declaration are met.

2.4.2 Sales: Owners shall inform the Board of Directors when they have retained a real estate agent for the sale of their Lot or Unit. The agent will be given information including a copy of the current Declaration of Covenants, conditions and restrictions and the Bylaws of the Spring Pond Estates Homeowners Association. Prior to the date of closing, the Association must interview all buyers to ensure that all age requirements and compliance issues of the Bylaws and Declaration are met and to inform the buyers of community rules and guidelines. The Association shall act through the Welcoming Committee, which shall consist of at least one Board Member and three homeowners appointed by the Board.

Section 2.5. Insurance: Every Lot Owner shall maintain at all times a policy or policies of insurance providing full replacement coverage against any loss or damage to the building or buildings on the Owner's Lot. Each such policy must be in a form acceptable to the Association, issued by an insurer acceptable to the Association, and must contain a provision that the policy cannot be canceled or terminated without giving written notice to the Association.

If the “deductible” amount of the policy is higher than the maximum deductible (\$250.00) established by the Association, then the Owner shall be responsible to pay the difference between the two amounts in the event that a claim is made on the policy as described in Section 6.6 of this Declaration. On the anniversary date of each policy, Lot Owners must submit proof of insurance to the Association, showing all provisions required by the Declaration of the Association. Failure to comply may result in an assessed penalty. Unit Owners may maintain, though not required by law, an HO-6 condo insurance policy. The Association shall maintain at all times an insurance policy on the Community Center Building in compliance with the Title 13B Maine Non-Profit Corporation Act and Title 33, Chapter 31 statutes regarding property insurance.

Section 2.6. Rules and Regulations: The Association, pursuant to its Bylaws, may adopt rules and regulations governing the use of the Common Area and the Lots and Units. Such rules and regulations shall be binding upon all Owners and all others who use or enter upon the Common Area or any Lot or Unit. The Association may provide for fines or penalties that may include restrictions upon the right to use the Common Areas. Any fines may be collected and enforced in the same manner as other assessments by the Association. Each Owner shall be responsible for violations of the rules and regulations by any occupants of the Owner’s Lot or Unit or any others who enter upon the Common Area or any Lot or Unit at the invitation or direction of the Owner.

Section 2.7. Parking: Each Lot or Unit is and shall be benefited by an easement for the temporary parking of vehicles on that portion of the Common Area, which is covered by a driveway serving the Lot or Unit, provided that such parking does not interfere with the access of any other Lot or Unit. This easement is subject to the power of the Association to establish parking regulations for the Development and to define the limits of “temporary parking.”

Section 2.8. Pets: The Association may establish rules restricting the types of pets allowed and the areas where they may be kept. The Association may also impose special conditions for specific pets, including, but not limited to requiring the removal of pets which have become a nuisance or safety risk.

Section 2.9. Encroachments: Each Lot or Unit has and shall have an easement to the extent necessary for structural and subjacent support over every other Lot and over the Common Area, and each Lot or Unit and the Common Area are and shall be subject to an easement for structural and lateral support in favor of every other Lot.

SECTION 3

PARTY WALLS

Section 3.1. Definition: A party wall is a wall, which is built on the boundary line between two Lots and which forms a part of a structure on each of the two Lots. A party wall is not owned in common by the Owners of the two Lots, but is owned in fee to its centerline by the adjacent Lot Owners. To the extent not inconsistent with the provisions of this Declaration, the general rules of Law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party walls in the Development.

Section 3.2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who made use of the party wall in proportion to such use.

Section 3.3. Destruction: If a party wall is destroyed or damaged by fire or other casualty, any Owner of a Lot on the boundary line on which the wall was located must restore it. If any owner of the adjacent Lot thereafter makes use of the wall, that Owner shall contribute to the cost of restoration of the party wall in proportion to such use, subject however, to the right of any such Owner to demand different contributions from the affected Owners under any rule of Law regarding liability for negligent or willful acts or omissions.

Section 3.4. Damages: Any Owner who, by the negligent or willful act or omission of the Owner or of any person who occupies the Owner's Lot or has entered upon the Lot at the invitation or direction of the Owner, causes a party wall to be exposed to the elements or otherwise damages a party wall shall bear the whole cost of furnishing the necessary protection against the elements and of repairing such damage.

Section 3.5. Right to Contribution: The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and may be enforced by the Owner's successors in title.

SECTION 4

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership: Every Owner is and shall be a member of the Association. Membership is an incident of ownership of a Lot or Unit and may not be separated from ownership of a Lot or Unit.

Section 4.2. Number of Votes: One vote is allocated to each Lot or Unit.

Section 4.3. Voting: If a Lot or Unit is owned by more than one person or entity, then the vote allocated to that Lot or Unit may be cast by only one Owner, if without objection from any other Owner of that Lot or Unit. If there is such an objection, then the vote may be cast only in accordance with the agreement of a majority of the Owners of the Lot or Unit who are present in person or by proxy. If no such agreement can be reached, then the vote may not be cast. Any Owner who is not a natural person (ie, a trust) may designate a person in writing to vote on the Owner's behalf.

SECTION 5 **ASSESSMENTS**

Section 5.1. Obligation to Pay Assessments: Every Owner is obligated to pay any and all assessments made against the Owner's Lot or Unit in accordance with this Declaration and the Association's Bylaws. This obligation is a covenant running with the land, whether or not it is expressed in any Owner's deed. In any action brought by the Association to enforce and collect this obligation, the Owner shall also be obligated to pay interest on the unpaid assessment, cost, and expenses of collection (including, but not limited to, attorney's fees). This obligation is assumed by each new Owner of a Lot or Unit, even for assessments made before the Owner owned the Lot or Unit but an Owner or any other party may rely on written certification from the Association regarding the existence and amount of any unpaid assessments against the Owner's Lot or Unit. The Association may charge a reasonable fee for providing such certification.

Section 5.2. Association's Lien: The Association may place a lien on each Lot or Unit to secure every assessment against that Lot or Unit, together with interest, cost, and expenses of collection (including, but not limited to, attorney's fees). The Association's lien shall attach to the Lot or Unit at the time the assessment is made. At any time after the lien has been attached, the Association may record a certificate in the York County Registry of Deeds giving notice of its lien. This lien may be enforced by the Association in any manner allowed by law for the enforcement of liens.

Section 5.3. Purpose of Assessments: The Monthly Assessment made by the Association shall be used exclusively to fund the maintenance obligations and other obligations imposed upon the Association by this Declaration and its Bylaws, to fund a reserve account or accounts for the future capital expenditures and unanticipated contingencies, and to promote the health, safety, welfare, and recreation of the residents of the Development.

Section 5.4 Amount of Assessments: Each year the Treasurer shall prepare a draft budget detailing the Association's anticipated expenses, including contributions to reserves, for its next fiscal year. The draft shall be presented to the Finance Committee for review and input. The budget shall then be presented to the Board of Directors for review and approval. The budget shall be made available to members of the Association prior to the annual meeting. A final budget, along with proposed changes to the Monthly Assessment, shall be presented at the annual meeting of the Association. The budget must be approved by more than 50% of the eligible voters present or by proxy.

Section 5.5 Uniform Rate of Assessment: The expenses shall be assessed equally against all of the developed Lots and Units.

Section 5.6. Special Assessments: The Association may make additional assessments against the Lot and Unit Owners whether to meet unanticipated expenses or for any other valid purpose. Any such assessment must be approved at a meeting of the Association, duly called for that purpose, by Owners entitled to cast at least seventy-five percent (75%) of the total votes in the Association.

Section 5.7. Payment of Assessments: Payment of Monthly Assessment shall be due on the first day of each month. The Board of Directors shall establish the date on which Special Assessments are due and may allow assessments to be paid in monthly installments (or upon any other schedule which they approve). No assessment or first installment shall be due less than thirty days after notice of the assessment and its due date has been given to the Owners in accordance with the Association's Bylaws.

Section 5.8. Interest on Assessments: The Board of Directors of the Association shall set the rate of interest according to the current banking interest rate. Interest shall accrue on all assessments or installments which have not been paid on their due dates (or within a number of days thereafter as decided by the Board of Directors). Upon interest rate changes by the banks, the new rate of interest shall be applied to all unpaid assessments and installments which are together accruing interest, but shall not be applied retroactively to affect the amount of interest which has already accrued. The interest rate may not exceed the rate of interest allowed to be charged on lender credit card balances under the Laws of the State of Maine.

Section 5.9. Penalties: The Board of Directors has the right to establish a penalty in the event of a default by a Lot or Unit Owner in paying the Monthly Assessment. If the unpaid Monthly Assessment continues for a period in excess of ten (10) days past the due date, a penalty may be imposed.

Section 5.10 Liens: The Board of Directors has the right to institute a lien against a Lot or Unit Owner in the event monthly assessments are unpaid in excess of sixty (60) days.

Section 5. 11 Relationship to Mortgages: The lien for unpaid assessments shall be subordinate to all valid mortgages of the first priority, which are recorded before the Association records the certificate giving notice of its lien. As to all other mortgages, liens and other security interests, the lien of the Association takes priority from the date of the recording of this declaration, which constitutes notice to all creditors of the inchoate lien claims of the Association.

SECTION 6 **MAINTENANCE**

Section 6.1. Roads: The Association shall provide maintenance for all of the roads in the Development which shall include, but not limited to, repair and resurfacing of roads and driveways, plowing, sanding, snow and ice removal and the street lights on Styles Lane.

Section 6.2. Grounds: The Association shall provide maintenance for all the grounds in the Development, which shall include, but not limited to, lawn mowing, seeding, raking, pruning of trees and shrubs, fertilizing on common properties. At the request of any Owner, the Board of Directors may designate portions of the Owner's Lot and adjacent portions of the Common Area for use by the Owner as a private garden (or similar use), in which case maintenance for the designated area will be transferred to the Owner. No new trees shall be planted by the Lot or Unit Owners on common grounds or in personal gardens. The Landscape Committee has the right to request that Owners maintain their personal gardens to prevent overgrowth and to keep within acceptable community standards. The maintenance of any enclosed area, such as a fenced in back yard, shall be the responsibility of the Owner to whose use it is dedicated. The Association shall also be responsible for complying with the maintenance conditions imposed by the Town of York on Styles Lane and surrounding property. This maintenance includes, but may not be limited to, emptying and maintaining the gas and oil traps on Styles Lane and keeping the adjacent sedimentation areas free of debris.

Section 6.3. Buildings and Structure: The Association shall provide maintenance for all of the structures on the Common Area, including repair and replacement of the Community Center Building, and the exteriors of the structures on the Lots. Such exterior maintenance shall include painting or staining and repair, replacement and care of roof materials, gutters, down spouts, and building siding materials. It shall not include maintenance or replacement of glass surfaces, front and storm doors, garage doors, sliders, patios, shutters, porches, homeowner's gardens, homeowner privacy fences, existing sunrooms, walkways, and lampposts.

The Association shall provide maintenance to the deck on Lot 1 in accordance with an agreement between the original owners and the developer. However, at such time the Lot ownership is transferred, the new owner shall assume the cost of maintenance. All other maintenance of the structures on the Lots shall be the responsibility of the respective Owners. The Association shall be responsible for the repair and the replacement of street lights, yield and stop signs and the repair and cleaning of all gullies. The Association shall also repair and replace all walls and fences located in our Development (with the exception of privacy fences). Unit Owners shall be responsible for maintenance, repair and replacement of their Unit.

6.3.1 In accordance with the Unit Conversion and Annexation Agreement, Book 12014, Page 154, dated September 26, 2002, Unit B and C at 15 and 17 Spring Pond Circle, shall be treated the same as Lot Owners and subject to all provisions and benefits of the By-Laws and Declaration. Hence, the following applies. Any exterior doors, windows, or other fixtures designed to serve a single Unit are Limited Common Elements allocated exclusively to that Unit. Each Unit Owner shall pay for all utility services provided to that Unit. Cost of utility services provided for the common use of the Unit Owners such as lighting of the building corridors and exterior areas shall be assessed equally among Units A, B and C. Any maintenance provided by the Association within a specific Unit shall be reimbursed to the Association by the Unit Owner. The Association provides and maintains the common heating and sprinkler systems. Cost of heating system fuel is shared equally by Units A, B and C. Each unit owns and operates its own air conditioning. Each Unit Owner shall maintain an insurance policy on personal property. Unit A shall remain the property of the Spring Pond Estates Home Owners' Association.

Section 6.4. Limited Common Elements: Lamp posts, patios, decks, shutters, privacy fences, existing sunrooms, walkways are Limited Common Elements to all residential Lots and Units. The patios in front of and around the sides of the Community Center for Units B and C are shared Common Elements for these Units. The entryway and stairs, but not the attic, are Limited Common Elements to Unit C. The light switches to the lamp posts, flood lights and walkways are Limited Common Elements shared by Unit B and C. Lot and Unit Owners shall provide maintenance to these Limited Common Elements.

Section 6.5. Maintenance Easement: The Association shall have an easement of access to each Lot in order to fulfill its maintenance obligations.

Section 6.6. Insured Damages: If the Association is obligated to repair any damage or replace any loss which is covered by an Owner's insurance policy, then the Association may require the Owner to make claim against the policy and turn over to the Association all proceeds received from the insurance company, up to the amount of the expense actually incurred by the Association.

In the event of any dispute with the insurance company, the Association may act as the Owner's agent to pursue the matter (at the Association's expense) and may institute suit in the name of the Owner or the Association, or both.

Section 6.7. Willful Damage: If any maintenance expense is caused or occasioned by the willful acts or negligence of an Owner, an occupant of the Owner's Lot or Unit, or any person who has entered upon the Owner's Lot or Unit or the Common Area at the invitation or direction of the Owner, then the Board of Directors of the Association may assess the amount of that expense against the Owner's Lot or Unit, to be collected in the same manner as other assessments.

SECTION 7 **ARCHITECTURAL CONTROL**

Section 7.1. Restriction: No construction of any kind whatsoever, including but not limited to, buildings, shed's, fences, cages, and dog runs, shall be made upon any Lot, Unit or the Common Area. No exterior change of a permanent nature may be made, such as painting, resurfacing or otherwise changing the exterior appearance of a building or any other part of a Lot or Unit or the Common Area, without first obtaining approval of the Association. Porch and patio flooring on Lots is exempt from this restriction.

Section 7.2. Approval: Any request for any such construction or exterior change shall first be submitted to the Architectural Committee, a group of at least three Owners appointed annually by the Board of Directors. The request must set forth the nature of the construction or exterior change, including the exact location, sizes, type of materials involved, and such further information as the Architectural Committee considers relevant. The Architectural Committee shall act upon the request within thirty (30) days. If the Architectural Committee approves the request, then it will be submitted to the Board of Directors of the Association for consideration at the Board's next meeting. The Board may request further information from the applicant and may request the Architectural Committee to invite other affected or interested Owners to participate in its discussion. The Board may approve or deny the request within thirty (30) days. Only after the Board or the Association has approved the request may the requested construction or exterior change be made.

Section 7.3. Appeal: Anyone requesting permission for such construction or exterior change whose request is denied, by the Architectural committee, may ask the Board of Directors of the Association to approve the request, and if it is denied by the Board, may ask the Association to approve the request and may seek a special meeting for this purpose. The Association must approve the request with a vote of seventy-five percent (75%) of members. Any Owner or occupant of a Lot or Unit may participate in any meetings of the Architectural Committee or of the Board of Directors in order to support or oppose such a request.

Section 7.4. Violation: The Board of Directors of the Association may direct the removal or restoration of any such construction or exterior change which is made without approval or, after having given the responsible Owner a reasonable time to comply with the direction. The Board of Directors may cause the removal or restoration to be made at the Owner's expense or at the Association's expense to be collected from the responsible Owner the same manner as an assessment. Whenever the Board deems that the cost of removal or restoration is not merited and that the delay will be harmful to the Development, the construction or exterior change made without the approval should be allowed to remain while the proper approval process is undertaken. If the request is not approved, then the Board shall direct the removal or restoration as described above.

SECTION 8 **OPEN SPACE**

Section 8.1. Identification: The open space portion of the Common Area means the part or parts of the Common Area which are marked as "Open Space" on the recorded Plan of the Development or which are required to be set aside as open space by the conditions of approval of the Development imposed by the Planning Board of the Town of York.

Section 8.2. Use of Open Space: The open space portion of the Common Area and the land subject to the Deed of Conservation Easement, described in Exhibit A, may only be used for purposes permitted by the Zoning Ordinances of the Town of York and said conservation easement. Such uses include pedestrian walks, nature trails, cross-country skiing, and other passive recreational uses.

SECTION 9 **COMMUNITY CENTER**

Section 9.1. Identification: The Community Center means a designated area of land and the building, including Unit A, but excluding Unit B and Unit C, and other improvements thereon, as identified on the plan recorded in the York County Registry of Deeds, Plan Book 545, Page 1, or as later amended, and also referred to on the Unit Conversion and Annexation Agreement dated September 26, 2002 recorded in the York County Registry of deeds Book 12014, Page 154.

Section 9.2. Use of Community Center: Residents may use the Community Center according to Association guidelines.

SECTION 10 **ANNEXATION**

Section 10.1. With Consent: With the approval of Owners entitled to cast at least 75% of the total votes in the Association, additional property may be annexed to the Development.

Section 10.2. Method of Annexation: In order to annex property to the Development, the property to be annexed must be shown on a plan recorded in the York County Registry of Deeds, which plan must also depict which portions of the property are Lots and which portions is Common Area. All of the property to be annexed must consist entirely of Lots and Common Area. The instrument of annexation shall be a deed that conveys the Common Area (being annexed) to the Association, makes reference to the recorded plan of the property being annexed, and states that its purpose is to annex the property to the Development, and contains a covenant subjecting all of the property (Lots and Common Area) to the Declaration. If the consent of the Owners is required, it shall be evidenced on the instrument of annexation either by the certification of an officer of the Association that the appropriate consent was given at a duly called meeting of the Association or by including the signatures of an appropriate number of Owners giving witness to their consent. The instrument of annexation must be recorded in the York County Registry of Deeds.

Section 10.3. Effect of Annexation: Following an annexation, the annexed Lots and Common Area shall be subject to this Declaration as though they had originally been described herein. The annexed Lots shall continue to be owned by the persons or entities who owed them before the annexation. The annexed Lots shall immediately be assessed with a prorated share of the assessment based on the budget for the current fiscal year. Any annexed Lot, which is a developed Lot, shall be assessed an initial capital contribution. Any annexed Lots, which are undeveloped, shall be assessed an initial capital contribution when they become developed.

SECTION 11 **RIGHTS OF MORTGAGE HOLDERS**

Section 11.1. Notice: The Association shall give to any holder of a mortgage of any Lot or Unit (or to the insurer or guarantor of such a mortgage), who has registered as described below, timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the Development or structure on the mortgaged Lot or Unit, (b) any failure by any Owner of the mortgaged Lot or Unit to pay any assessment or charge, which failure has continued for at least sixty (60) days, (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any amendment to this declaration.

Section 11.2. Registration: To receive such notifications, the mortgage holder, insurer or guarantor must send a written request to that effect to the Association, stating the name and address to which notices are to be sent and identifying the mortgaged Lot or Unit.

SECTION 12

GENERAL PROVISION

Section 12.1. Enforcement: The Association may enforce the provisions of this Declaration by any available proceeding at Law or in equity. Because legal damages will be a wholly inadequate remedy for most failures to comply with the Covenants of this Declaration, it is intended that specific performance will be liberally granted. Failure by the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, nor shall any past waiver or course of dealing constitute a waiver of the right of the Association to enforce the provisions of this Declaration strictly thereafter.

Section 12.2. Severability: If any provision of this Declaration is found to be invalid by a court of competent jurisdiction, such finding shall not invalidate any other provisions of this Declaration, which shall remain in full force and effect to maximum extent possible.

Section 12.3. Terms of Declaration: The provisions of this Declaration are intended to create easements and covenants, both affirmative and negative, which are permanent, real, and run with the land, which they affect, and they should be so constructed, to the maximum extent possible. These easements and covenants are created to benefit all of the Lots, Units and the Common Area. No provision of this Declaration is intended to create a condition subsequent or a determinable fee interest, and no such construction should be made of any provision. Therefore, this Declaration shall remain effective until terminated by a validly adopted amendment or until declared to be of no further force or effect by a court of competent jurisdiction.

Section 12.4. Amendment: This Declaration may be amended only by written instrument signed by Owners entitled to cast at least seventy five percent 75% of the total votes in the Association, which instrument must then be recorded in the York County Registry of Deeds.

Section 12.5. Approval of Town of York: Any action by any Owner or the Association which would or might conflict with the Zoning Ordinances of the Town of York or with the conditions of approval imposed upon the Development shall not be effective unless approved by the Planning Board of the Town of York. Such actions include, but are not limited to, transfers of interests in the open space portion of the Common Area, changes in the location of the Association's community center building space, amendments to this Declaration or the Association's Bylaws as to such matters, termination of this Declaration, and dissolution of the Association.

In Witness Whereof Spring Pond Estates Homeowners Association has caused this instrument to be signed and sealed by its President, of the Board of Directors of the Association.

Witness:

Spring Pond Estates Homeowners Association

By: Leander Page III

Print Name: LEANDER PAGE III
President of the Board of Directors

State of Maine

York County, ss. JUNE 14, 2024

*Personally appeared the above named LEANDER PAGE III
President, of Spring Pond Homeowners Association, and acknowledged
the foregoing instrument to be his free act and deed in his said capacity
and the free act and deed of said Association.*

Heather E. Johnson
Notary Public/Attorney at Law

HEATHER E. JOHNSON
Print or type name as signed

02/10/2030
Commission Expiration

*Revised 09/29/2004
Amended 07/10/07
Amended 7/13/2009
Revised 06/11/2024*

