

Declaration of Covenants and Restrictions
Chicks Crossing Village Homeowners Association
Chicks Crossing Village, Wells, York County, Maine

This Declaration of Covenants and Restrictions (hereafter referred to as the “Declaration”) is dated _____, 2022 and shall only apply to all lots, open space and remaining land of Chicks Crossing Village Homeowners Association (hereafter referred to as “CCVHA”) which are depicted on a certain Cluster Subdivision Plan entitled “Chicks Crossing Village” dated _____, 2022, prepared by Corner Post Surveyors (hereafter referred to as “CPS”), which Plan was approved by the Wells Planning Board on _____, 2022 (hereafter referred to as the “Plan”), which Plan is to be recorded in the York County Registry of Deeds. All of the following covenants and restrictions in this Declaration shall run with the land, and shall be enforceable by CCVHA, its successors and assigns, the Town of Wells, the Kennebunk, Kennebunkport & Wells Water District, and any owners of lots or other real estate of CCVHA deriving from the Plan. All costs and fees, including attorneys’ fees and costs, resulting from any enforcement action taken pursuant to this Declaration shall be awarded to the prevailing party in said action. The real estate which is owned by CCVHA and depicted on the Plan shall be referred to hereafter as the “Property” (unless the context indicates otherwise), and references to “lot” or “lots” hereafter shall refer to any lot or lots depicted on the Plan (whether numbered or otherwise designated), and any future lot or lots approved by the Town of Wells on the Property and depicted on a future plan to be recorded in said Registry.

1. Residential Use. No lot within the Property shall be improved or used except for single-family residential purposes. No commercial, industrial, business or professional use or enterprise of any nature or description shall be allowed on the Property, unless: (a) such use is wholly confined to the interior of the residential structure located on the lot (such as a home office); (b) such use does not include the use of the lot or any portion thereof by non-owner employees, (c) such use is not advertised on the lot or evident from any angle of view from the exterior of the lot; (d) such use does not increase the traffic, noise or activities on or within the lot, other than what may be typical and reasonable for single family residential use; (e) such use does not interfere with the enjoyment of the remaining lot owners within the Property; and (f) such use is in full compliance with all federal, state and municipal laws, codes, ordinances and regulations. No temporary structures, mobile homes, motor homes, carports or tents shall be used as a residence on any lot, or erected, placed, kept, maintained or stored, either temporarily or permanently, on any part of any lot within the Property. Recreational vehicles or “RV” can be stored on the lots but not occupied or lived in.

2. Maintenance. All roads, ways, sidewalks, parking areas, common areas, ponds (including wet ponds), stormwater drainage facilities, common lawn areas shall be maintained by CCVHA in a neat and attractive manner and kept in good repair at all times. Maintenance responsibilities shall include, but are not limited to, (a) road paving, maintenance and repair, (b) snow plowing and sanding, (c) mowing and trimming of common lawns, drainage swales, dry ponds or wet ponds, and vegetation, (d) inspection, repair and replacement of the fire cistern if needed.

3. Animals. No livestock, animals, poultry, or any domesticated or exotic pets (with the sole exception of a reasonable number of dogs and/or cats, no more than 3 dogs per lot), shall be kept, maintained or allowed on any of the lots. No boarding or breeding kennels may be kept or

maintained on any of the lots. Any dog or cat shall not be a nuisance, shall be leashed or otherwise under the complete control of the pet owner at all times and shall not be permitted to run free on any area outside the lot lines it resides in.

4. Vehicles. No business or commercial vehicles of over 10,000 lbs of any type shall be brought upon, maintained or permitted to remain on any lot except for deliveries and move in/move out activities. No unregistered or inoperable motor vehicles, house trailers, may be kept upon any lot at any time. Vehicles of overnight guests may not be able to use the private road for parking for no longer than 20 hours, and no more than 1 day per week. Any motorcycles operated on the Property shall only be operated as quietly as possible while on any lot or Lydia's Circle.

5. Sport Vehicles. No snowmobiles, all-terrain vehicles, motor bikes, go-carts or similar sport vehicles may be operated anywhere on the Property. Bicycles may be used on the Property, but only on the paved portions of Lydia's Circle.

6. Open Space. CCVHA shall be responsible for maintaining all areas designated as "Open Space" on the Plan, in accordance with the Zoning Ordinance for the Town of Wells and any conditions of approval imposed by the Town and as may be set forth on the recorded Plan. CCVHA shall be permitted to create designated walking paths within these Open Space areas, provided their creation is also in accordance with said Zoning Ordinance and any conditions of approval imposed by the Town. CCVHA shall be responsible for all maintenance of any walking paths created in these Open Space areas.

7. Nuisances. No owner or occupant of a lot shall do, or permit to be done, any act upon any lot, which is, may be, or may become a nuisance as defined by state or municipal law, code, ordinance or regulation.

8. Gardens. The owners/occupants of any lot on the Plan may maintain a vegetable or flower garden or gardens on each lot or subdivision entrance only.

9. Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, junk, cuttings, waste oil, chemicals, fuels or other refuse. Trash, garbage or other waste shall be kept in sanitary containers as required by the Town of Wells. Such containers shall not be visible from the street or from any other lot, except for limited periods that coincide with trash collection. In the event any dumping under this Section 9 occurs on the Property by parties unrelated to CCVHA (such as trespassers, abutting landowners or their employees, agents, invitees, etc.) which directly results in contamination of the water source deriving from the groundwater recharge zone providing water for the Kennebunk, Kennebunkport & Wells Water District in which the Property is located, CCVHA shall be responsible for removing said dumping but not responsible or liable for any contamination or any damages related thereto.

10. Antennas. No Antennas or satellite dishes (larger than 30") of any type or size are permitted on any lot or any structure on any lot.

11. Herbicides/Pesticides. In recognition of the Property being located in a groundwater recharge zone providing potable water for the Kennebunk, Kennebunkport & Wells Water District, a public water system, CCVHA shall be solely responsible for the application of herbicides and pesticides on any portion of the Property in accordance with the following requirements. Application of any herbicides or pesticides on the Property shall be performed only by applicators licensed by the State of Maine for such purposes and shall be selected by CCVHA only for all lots and open space. Only organic products (no synthetics) shall be used, and only those products approved by the Organic Material Review Institute or United States Department of Agriculture may be used on the Property. CCVHA shall provide these requirements to all such applicators and require each applicator to provide product information in conformance with the above to CCVHA prior to any product application.

12. Oil Furnaces/Oil Storage Tanks/Petroleum Products. As with Section 11 above, in recognition of the Property being located in a groundwater recharge zone providing potable water for the Kennebunk, Kennebunkport & Wells Water District, a public water system, the installation of oil-fired furnaces, whether as new installations or replacements of existing heating systems, and their associated oil storage tanks, are prohibited from being located on any portion of the Property. This prohibition, however, shall not apply to portable electric heaters (a/k/a space heaters) that may utilize self-contained oil based liquids which circulate to accomplish heat distribution. In addition to the foregoing, no petroleum products of any kind shall be used on the Property as an accelerant for any burning or combustion. This prohibition shall not prevent, however, each owner of or tenant on the Property from having at any time (a) unleaded gasoline, kerosene, or diesel to be stored at all times in federally approved five (5) gallon gasoline containers, (b) lubricating oils and (c) related petroleum-based products for the operation and maintenance of automotive and small machine engines. The use and disposal of all such fuels and petroleum-based products shall be undertaken such that no contamination of the above referenced groundwater recharge zone shall result from said use and/or disposal. Above ground propane tanks will be allowed. No buried propane tanks are allowed.

13. Lot Ownership, Leasing, Future Sales and Management. It is the intent of CCVHA to retain ownership of the entire Chicks Crossing Project for the foreseeable future, including but in no way limited to all approved lots, open space, the private road (Lydia Circle) accessing all lots, the remaining land of CCVHA, and the pond on the property, and all systems and components approved by the Wells Planning Board relating to this Project. CCVHA shall be responsible during this period of ownership to manage all aspects of the Project in compliance with all conditions, terms and provisions imposed by the Town of Wells in its municipal approval of this Project. Upon construction of single family residences on the approved lots, CCVHA shall enter into written leases or purchase and sales for each lot, which shall include an express reference that each tenant or owner shall be subject to the terms and conditions of this Declaration. CCVHA shall provide a complete copy of this Declaration upon execution of each residential lease. In the event CCVHA should sell, transfer, assign or otherwise convey its interest in the Property, whether by individual lot sales or the Property in part or as a whole each and every subsequent owner of the Property or any portion thereof, including all lots on the Plan, shall be subject to the covenants and restrictions contained in this Declaration and all amendments (if any) to this Declaration, which CCVHA retains the right to produce and record in said Registry, and each instrument evidencing any such sale, transfer, assignment or conveyance shall expressly contain a provision to this effect.

In addition, prior to CCVHA selling, transferring, assigning or otherwise conveying its remaining interest in the Property (whether it being the last lot on the Plan owned by CCVHA, the Open Space areas on the Plan, any portion of the Property initially retained by CCVHA or otherwise), CCVHA shall file with the Maine Secretary of State a Maine statutory association for the purpose of assuming and undertaking all of the duties, responsibilities and obligations of CCVHA under this Declaration and any amendments thereto. Said association shall be thereafter responsible for all management and operations of all components of the Chicks Crossing project. All subsequent owners of any and all lots on the Plan, and/or any other portion of the Property, shall, upon creation of said association, immediately become a member of the association, with bylaws and rules to be determined and established by CCVHA at the time of its creation. Evidence of said association shall be placed of record in said Registry upon its establishment.

14. Governing Law. This Declaration and any amendments thereto shall be governed by and interpreted in accordance with the laws of the State of Maine.

In Witness Whereof, the above named Chicks Crossing Home Owners Association, by and through Jason Labonte, its duly authorized Executive Director, has set its hand and seal effective on this _____ day of _____, 2022.

Chicks Crossing Home Owners Association

Witness

By: Jason Labonte
Its: Executive Director

State of Maine

_____ County, ss

_____, 2022

Then personally appeared the above named **Jason Labonte**, in his capacity as Executive Director of **Chicks Crossing Home Owners Association**, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of **Chicks Crossing Home Owners Association**.

Before me,

Notary Public
Print Name: _____
Commission Expires: _____