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# **DECLARATION OF CREEKSIDE CROSSING CONDOMINIUM**

**Maine Condominium Act**

**Filed:** \_\_\_\_\_

**York County Registry of Deeds Book \_\_\_\_\_ Pages \_\_\_\_\_**

**CREEKSIDE CROSSING CONDOMINIUM  
DECLARATION OF CONDOMINIUM**

This Declaration dated April \_\_\_\_, 2025, is hereby submitted, filed, and declared by **Property Partners ME, LLC**, of Wells, York County, Maine, a Maine limited liability company (“Declarant”), pursuant to Section 1602-101 of the Maine Condominium Act as appears in the Maine Revised Statutes, as amended, Title 33, Chapter 31, Section 1601-101, et seq. (the “Act”) to which reference is specifically made and which Act is incorporated herein by reference and to which all owners of Units described herein, and their heirs, successors and assigns, shall be bound.

**1. Description of Land.** Declarant hereby submits the land hereinafter described in Appendix I attached hereto and incorporated herein together with the buildings and improvements thereon (the “Property”), located on Creekside Court in the Town of Kennebunk, County of York, and State of Maine, to the provisions of said Maine Condominium Act. The Property is subject to and shall have the benefit of all easements, rights of way, and matters affecting title described or referred to in Appendix I or in the survey to which reference is hereinafter made.

A properly prepared and certified “Condominium Plat, Creekside Crossing Condominium, Creekside Court, Kennebunk, Maine 04043, prepared for Property Partners ME, LLC, by Attar Engineering, Inc., dated April 14, 2025, was recorded prior to this Declaration in the York County Registry of Deeds in Condominium File 1067, Page 1, and plans of the Units shall be recorded hereafter (as they may be amended, the “Plats and Plans”). The Creekside Crossing Condominium (“Condominium”) constitutes an approved subdivision plan for purposes of the Town of Kennebunk’s ordinances and state law, being the project depicted on a plan entitled “Site Plan Amendment #2, Overall Site Plan - Creekside Court, Kennebunk, Maine 04043, for Cottage Advisors Home Builders, by Attar Engineering, Inc. dated February 6, 2025, showing owner of record as Lord & Harrington LLC and applicants as Cottage Advisors Home Builders and Property Partners LLC, approved by the Planning Board on February 10, 2025, and recorded at said Registry in Plan Book 446, Page 35 (the “Subdivision Plan”). No amendments may be made to said Subdivision Plan without the approval of the Town of Kennebunk Planning Board.

**2. Creation of Units.** Declarant reserves the right to declare and create twenty-four (24) Units, to be numbered one through twenty-four, and said Units are to be created in thirteen (13)

separate buildings of one or two (2) Units each, all of which shall be declared and built in as many as thirteen (13) separate phases, not necessarily in numerical order. The project development will be in accordance with the Subdivision Plan. As of the date of this Declaration, no Units have been declared and created. The fractional interests in the Common Elements and common expense liabilities set forth in Appendix II are apportioned among the respective condominium units and shall automatically be adjusted proportionately when said Units are created. The location of the buildings for all twenty-four Units are shown on the Plats and Plans. The actual Unit design, footprint and location within the building area will be established at the time each phase is declared and may differ from the Plats and Plans by square footage increase or decrease, deck relocation; any such adjustments will automatically decrease the amount of adjoining common and/or limited common open space and may differ by increased or decreased square footage from the typical diagrammatic floor plans recorded with the Plats and Plans. The Declarant will exercise the development right to create Units by recording an amendment to this Declaration and recording updated plats and/or plans pursuant to Section 1602-109(f) of the Act or an affidavit that the Plats and Plans previously recorded conform to the requirements of Section 1602-109(a), (b) and (c).

**3. Unit Numbers and Boundaries.** Reference is made to the Plats and Plans referred to in Section 1 hereof for the identification number of each Unit showing the location and dimensions of its boundaries. The boundaries of each Unit are:

- Upper horizontal boundaries: The planes immediately above and adjacent to the upper (attic) side of the ceiling board on the top floor of the Unit or any other materials constituting any part of the ceiling thereof, if any, extending to the intersection with the vertical boundaries;
- Lower horizontal boundaries: The planes at the upper surface of the undecorated surface of the foundation and garage slab or at the intersection of any sub-flooring with the lower surface of the materials constituting any part of the finished floor surface, all extending to the intersection with the vertical boundaries;
- Vertical boundaries: The vertical planes located at the exterior surface of the wallboard, sheetrock, or other finish wall materials, if any, located on the inside of a Unit's exterior or common walls and running along the interior surfaces of exterior doors and windows, all extended to the intersections with each other and with the horizontal boundaries.

All interior floor and wall coverings, including but not limited to linoleum, polyurethane, carpeting, paint, wallpaper, are included within the boundaries of a Unit. Units include 1) all interior partitions, excepting those portions which are load-bearing, interior doors and stairways; 2) plumbing, kitchen, and bathroom fixtures; 3) water heaters and HVAC equipment and components serving a single Unit even if located outside a Unit's boundaries; 4) kitchen appliance; 5) fireplaces or hearths and their components; 6) electrical wiring, outlets, and lighting devices from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, and portions of utility lines, pipes, outside lights, doorbells, conduits, vents, flues, fans, and related equipment serving only a single Unit from the boundaries inward. A Unit does not generally include exterior walls, doors, windows, the attic, the roof and roof rafters, the foundation, the land, and any pipes wires, conduits, flues, ducts, or other utility lines running through a Unit but serving more than one Unit, the Common Elements, or another Unit. The provisions of Section 1602-102 of the Maine Condominium Act are adopted and incorporated herein by reference where appropriate and not in conflict with the Plats and Plans. The provisions of Section 1602-112 of the Maine Condominium Act shall govern relocation of boundaries between Units. The subdivision of a Unit into two or more Units is prohibited.

The buildings are of wood frame construction, having either one, one and one-half, two or three stories. The Units may have a bedroom, bath, or optional flex room on the first floor. The Units have kitchen, dining and living space on the second floor and bedrooms and baths on the third floor. All units will be provided with either oil or gas heat from a separate furnace or heat pumps, and air conditioning, gas fireplace or stoves, may be added at the option of the unit owner. Each unit will have a one car attached garage and an adjoining parking space which will be designated a limited common element. Adjoining parking spaces, if any, are designated as Limited Common Elements. The building exterior is vinyl siding. Each building has a slab foundation. All of the Unit styles provide for a deck and/or patio, and a covered front porch, all of which are designated as Limited Common Elements.

4. **Common Elements.** Each of the Units will be conveyed together with its respective undivided interest in the Common Elements as hereinafter set forth and will have the benefit of the right to use the Common Elements in common with others entitled thereto as provided by Creekside Crossing Condominium Association, Inc. (hereinafter referred to as the "Association") and the rules and regulations adopted by the Association. The Common Elements include the Limited

Common Elements and consist of all portions of the Property other than the Units, which is all the property located within the boundaries of the parcel more fully described in Appendix 1 and which is also shown on the Subdivision Plan. The Common Elements include, without limitation, the site roads, drives, parking areas, landscaping, lighting and subsurface utilities. Maintenance of the Common Elements will be performed by the Association on behalf of the Unit owners as herein provided. The water and sewer mains within the right of way are intended to be public and may be or may have been conveyed by Declarant to the appropriate municipality or utility company.

**5. Limited Common Elements.**

- A. Description of Limited Common Elements.** Limited Common Elements shall mean those portions of the buildings defined as such pursuant to Sections 1602-102(2) and (4) of the Act or as identified and designated as Limited Common Elements on the Plats and Plans, as the same may be amended or supplemented from time to time.
- B. Specified Limited Common Elements.** Certain areas of the Property are hereby designated as Limited Common Elements associated with a Unit as follows: an exterior area extending ten (10) feet from the rear exterior wall of each building, with the sides being extensions of the exterior side vertical boundaries (for one-unit buildings) and one side being an extension of the exterior side vertical boundary and the other side being an extension from the midpoint between the two units (for two-unit buildings), all as more particularly depicted on the Plats and Plans. The following portions of the buildings or the Property are also hereby designated as Limited Common Elements: natural or LP gas lines and storage tanks, satellite dishes, solar collectors, geothermal wells, AC/heat pump compressors, emergency generators, or other alternative energy devices and service lines, exterior doors, windows, shutters, awnings, window boxes, doorsteps, stoops, balconies, porches, if any, which are not part of the Unit but which are adjacent to and serve only such Unit. Also, pipes, wires, conduits, flues, ducts, or other heating and utility lines running through a Unit which serve more than one Unit or which serve the Common Elements or another Unit are designated Limited Common Elements, together with any other place, area, or thing designated as a Limited Common Element elsewhere in this Declaration. With respect to any chutes, flues, ducts, wires, conduits, bearing walls, bearing columns, or other fixture lying partially within and partially outside a Unit, any portion serving only

that Unit is designated a Limited Common Element allocated solely to that Unit and any portion serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

- C. **Easement for Access and Utilities.** Notwithstanding the location of Limited Common Elements, all Units shall have an appurtenant easement as required to use and improve said Limited Common Elements and to connect to utility installations within the condominium, except that the owner of the Unit so benefitted shall be responsible for the cost of installation, maintenance and repair of the Limited Common Element, such as solar collectors, if so used and their placement shall be subject to reasonable regulation by the Association.

**6. Fraction of Common Element Interests, Voting Rights and Common Expense Liabilities.**

The fraction of undivided interest in the Common Elements, voting rights and common expense liabilities appertaining to each Unit is set forth in Appendix II attached hereto and incorporated herein by reference, which said fraction was determined by dividing each Unit by the total of all Units. No fraction of undivided interest allocated to any Unit shall be altered except upon the unanimous vote of all Unit owners and their first mortgagees. The formula for votes is that each Unit shall be entitled to one vote in Association matters.

**7. Development Rights/Special Declarant Rights.** The Declarant reserves the right until the sale of the last of all 24 Units on the land described in Appendix I has occurred, or until seven years from the date of recordation of this Declaration, whichever occurs first, to:

- A. Create Units, Common Elements and Limited Common Elements within the Condominium, to reduce or enlarge the size of any unsold Unit, to modify the location and design of buildings and improvements, to convert Units into Common Elements, to convert Common Elements into Units, and to convert Common Elements into Limited Common Elements. The parcels of real estate subject to the development rights described in this paragraph are the Unit buildings depicted on the Plats and Plans recorded in the York County Registry of Deeds. These development rights may be exercised with respect to different parcels of real estate at different times as Declarant, in its sole discretion, may determine. No assurances are made with respect to the order in which the parcels of real estate subject to the development rights will be subjected to the exercise of such development rights. If any such development right is exercised in any portion of the real

estate subject to such development rights, such development rights need not be exercised in all or any other portion of the real estate. As Units are added to the Condominium by the Declarant in the exercise of its development rights as reserved herein, the votes in the Association shall be reallocated among all the Units such that each Unit shall have one vote, and the percent of interest in Common Elements shall be reallocated so that the ownership of the Common Elements is allocated equally among all of the Units. No assurances are made in regard to the architectural style, quality of construction, size or location of any buildings or other improvements that may be erected pursuant to the development rights. No assurances are made as to the description of any other improvements that may be made and Common Elements that may be created, including the types and sizes of any Limited Common Elements or the proportion of Limited Common Elements to Units pursuant to the exercise of any development right.

- B. Locate on the Property, even though not depicted on the Plats and Plans, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, gas, and sewer.
- C. Connect with and make use of utility lines, wires, pipes, and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used.
- D. Reserve an easement through and to use the Common Elements to complete construction and for ingress and egress and otherwise discharge the declarant's special declarant rights for ingress and egress and for the storage of construction materials and equipment used in the completion of the improvements shown on the Plats and Plans.
- E. Operate a management office and a sales office and have prospective purchasers and others visit such offices and use certain portions of the Common Elements including the roadways and parking spaces. The management office and sales office may be located in any Unit owned by Declarant or on Common Elements and may be of such size and in such location as the Declarant shall deem convenient and shall not unreasonably interfere with use of the Common Elements by other Unit owners. Any management office and sales office not designated a Unit shall be the property of the Declarant, which Declarant reserves the right to remove within forty-five (45) days after the Declarant ceases to be a Unit owner.

Declarant may use up to two (2) Units owned by Declarant as management or sales offices serving management or sales functions related to the Condominium.

- F. Install and maintain signs and lighting for sales.
- G. From the date of sale of the first Unit, Declarant shall be empowered to appoint and remove the officers of the Association and members of the Executive Board, in accordance with the provisions of the Bylaws of the Association attached hereto as Appendix IV, as such Bylaws may be amended ("Bylaws"). Provided, however, the Declarant shall relinquish all special rights expressed or implied through which it may directly or indirectly control, direct, modify or veto any action of the Association, its Executive Board, or the majority of Unit owners, and control of the Association and ownership of any working capital fund controlled by the Declarant shall pass to the owners of Units within the Property not later than the earlier of the following: twenty-four (60) days after the date by which seventy-five percent (75%) of the Units which may be created have been conveyed to Unit purchasers or seven (7) years from the date of conveyance of the first Unit to a Unit purchaser. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, provided however, that any actions of the Association or Executive Board which may affect the special declarant rights set forth above shall be approved by the Declarant before they become effective. In any event, the period of declarant control shall end no earlier than the later of: (1) conveyance by the declarant of 50% of the Units; (2) termination of any declarant right to appoint officers or members of the Executive Board; or (3) termination of any right of Declarant to approve or veto any actions of the Association or the Executive Board. The Declarant shall give written notice to all members and eligible mortgage holders not less than 10 days prior to the turnover date and shall call for a special meeting of members on the turnover date to elect an Executive Board. The requirements of this paragraph shall not affect the Declarant's rights, as a Unit owner, to exercise the votes allocated to Units owned by the Declarant. This Section 7 shall not be amended without the consent of the Declarant.
- H. Create an easement for access and utilities to benefit the parcel of land adjacent to the northerly boundary of the Property more particularly described in deed recorded in the York County Registry of Deeds at Book 18915, Page 458. This easement shall located

within the Sycamore Lane right of way from Route 1 to Creekside Court, within the entire length of the Creekside Court right of way through its terminus in the vicinity of Units 30 and 23, and an extension thereof to the said northerly boundary in a precise location to be determined. Notwithstanding the foregoing, this development right shall expire if the precise location of the said extension is not determined within three (3) months from the date of this Declaration as memorialized by an amendment hereto and an amendment to the Plats and Plans and recordation of same. In the event the location of the said extension is so determined and memorialized, the development right described in this subsection H shall automatically expire and terminate unless exercised within ten (10) years from the date of this Declaration by the granting and recording of an easement to the beneficial owner of said adjacent parcel of land.

8. **Encroachments.** If any portion of the Common Elements, or any other Unit, encroaches at any time upon any Unit or upon any portion of the Common Elements, as a result of minor variations or relocation during construction, settling of the building, alteration or repair to the Common Elements made by or with the consent of the Executive Board, repair or restoration of a Unit or building after damage by fire or other casualty, or as a result of condemnation or other eminent domain proceedings, an easement shall exist for the encroachment and for its maintenance so long as the building stands.

9. **Eminent Domain.**

- A. If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefore shall be paid to the Unit owner as compensation for his Unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining Units in proportion to the respective interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall be thereafter a common element.

- B. Except as provided in subsection (A) hereinabove, if part of a Unit is acquired by eminent domain, any award therefore shall be paid to the Unit owner as compensation for the reduction in value of the Unit. That Unit's allocation of common element interest and common expense liability shall remain unchanged.
  - C. If a part of the common areas or facilities is acquired by eminent domain, the Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit owners in proportion to their respective percentages of undivided interest before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.
  - D. The court decree shall be recorded in the York County Registry of Deeds.
  - E. Nothing in this Declaration or the Bylaws, rules or regulations of the Association shall be deemed to give the Unit owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage documents in the case of a distribution to such Unit owner of condemnation awards for the taking of Units and/or Common Elements.
- 10. Restrictions on Use and Occupancy.** Each Unit owner shall comply strictly with the Bylaws and with the administrative rules and regulations adopted by the Executive Board and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his or her Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both maintainable by the Manager or Executive Board on behalf of the Association of Unit owners, or, in a proper case, by an aggrieved Unit owner.
- A. Each Unit in the building is intended to serve as a self-contained living Unit and shall be subject to the rules and regulations and Bylaws of the Association. No Unit shall be used for other than residential purposes, except as may be used by the Declarant for sales purposes as described elsewhere herein. Rules and regulations consistent with this Declaration may be promulgated by the Executive Board in order to ensure the peace and

security of each resident, and each member shall be notified in writing of the rules and regulations thus promulgated.

- B. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the members, their lessees, guests, household help and other authorized visitors and for outdoor recreational use incidental to the residential use of the respective Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any member. The Executive Board may adopt rules and regulations that restrict the nature and location of recreational activities upon the Common Elements.
- C. The Association and its authorized employees and representatives shall have access to and from the Unit and Limited Common Elements as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements and utilities or any portion thereof. In the case of emergency repairs, such right of access shall be immediate and may be exercised without notice to the Unit owner. Otherwise, the Unit owner shall be entitled to reasonable notice of the time and purpose of any entry pursuant to this paragraph.
- D. No Unit owner shall do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement, rights, appurtenances or other hereditament consisting of Common Elements without the unanimous consent of all other Unit owners. If said work is to the Unit alone, then to the extent it affects the soundness or safety of the abutting Unit, the prior written consent of the abutter shall be required.
- E. Each member shall maintain his or her Unit in good condition and in good order and repair at his or her own expense and shall not do or allow anything to be done in the Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. In the event that a member fails to maintain his or her Unit the Association shall have the right to undertake repairs and maintenance necessary to ensure that such Unit is in good condition and in good order, and assess the member the costs of such repair and/or maintenance.
- F. Trash and garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner in accordance with rules and regulations to be promulgated by the Executive Board.

- G. The maintenance, keeping, boarding, breeding, or raising of animals, including without limitation domestic pets, laboratory animals, livestock, poultry or reptiles of any kind, is prohibited within any Unit or upon the Common Elements, except as expressly permitted hereunder. All pets are subject to rules and regulations as established by the Executive Board from time to time. No animal shall be permitted upon any Common Element unless on leash and accompanied by and under the direct supervision of a Unit occupant. All pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Executive Board. State and federal law may contain requirements regarding service and assistance animals to provide reasonable accommodations for persons claiming a disability. If a claim for accommodation is made, the Association may seek appropriate legal advice. No more than two domestic, household pets may be kept in any one Unit, and only if such pets are allowed under the Association's insurance policy without an increase in rates and only if such pets do not interfere with the quiet enjoyment of the residents of the Condominium and do not create a nuisance. The Executive Board may exclude a pet including, but not limited to, exclusion based on general disposition and noise level of the breed. The Executive Board shall maintain a list of prohibited dog breeds, which list shall be subject to change at the Executive Board's discretion, and which at the outset shall include Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, and Siberian Huskies. Violations are subject to fines to be adopted by the Executive Board together with any costs associated with curing the violations including, without limitation, reasonable attorney fees incurred by the Association.
- H. No commercial activity of any nature shall be permitted on the Property.
- I. The parking spaces are to be used only for the parking of motor vehicles owned for personal use. No commercial vehicles, trailers, boats or trucks with a gross weight over 6,000 pounds shall be permitted in the parking spaces except service vehicles, moving vans or the like at the property on business. No mechanical repairs of vehicles shall be performed and no stripped or junk vehicles and no recreational vehicles or boats shall be placed or maintained on any part of the Common Elements or Limited Common Elements.

- J. The Association shall have the right to grant permits, licenses and easements over the common areas for all purposes necessary for the proper operation of the project.
- K. The Association, at any regular or special meeting of members, may adopt additional rules and regulations governing the use of the Common Elements.

**11. Common Expenses.**

- A. Each Unit owner shall pay to the Association, or its authorized representative, his or her proportionate share of the budgeted annual expenses of maintenance, repair, replacement, administration and operation of the Common Elements; management of the Association; and maintenance of adequate working capital and reserves, which expenses are hereinafter referred to collectively as "common expenses". Such proportionate share shall be the same as said Unit owner's fractional interest in the Common Elements. The annual assessment shall be payable in equal monthly installments, provided that in the event of any default in the payment of a monthly installment when due, the Association may declare the unpaid balance of the annual assessment to be immediately due and payable. No Unit shall be assessable hereunder until sold or, when built, upon the issuance of a certificate of occupancy.
- B. In the event of the failure of a Unit owner to pay such proportionate share when due, the amount thereof together with interest at the rate established by the Association, costs and reasonable attorney's fees shall constitute a lien attached to the Unit, as provided by the Act; provided, however, that such lien shall be the personal liability of the Unit owner and not pass personally to successor purchasers without their agreement to assume the same, and that such lien shall also be subordinate to the lien of all recorded mortgages on the interest of such Unit owner, and the foreclosure of such mortgages, sale or transfer pursuant to foreclosure or transfer to mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common charges. The entire unpaid share of the common expenses or assessments by the Association chargeable to such Unit, which became due prior to the foreclosure, shall become common expenses collectible from all Unit owners, including such acquirer, his or her heirs, successors and assigns. Such foreclosure shall not release the delinquent Unit owner from personal liability to the Association for unpaid common expenses.
- C. Any Unit owner in default in the payment of any amount due the Association or in violation of any provisions of the Act, this Declaration, the Bylaws or the rules and regulations of

the Association, which violation continues for ten (10) days after notice thereof by the Association to the Unit owner, may be prohibited by the Executive Board from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Executive Board and the Association may withhold services provided by it if such action does not endanger the health, safety or property of the defaulted Unit owner.

D. Any delinquency in excess of 60 days in the payment of assessments for common expenses or charges by an Owner shall be reported in writing to that Owner's mortgagee, insurer or guarantor upon proper request.

E. Voluntary Resale of Units. The following provisions apply to the sales of Units by all Unit owners other than the Declarant:

(1) No Unit owner shall be liable for the payment of any part of the Common Expenses assessed against his or her Unit subsequent to the date of recordation of a conveyance in fee of such Unit by the owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and special assessments for Common Expenses made by the Executive Board against the grantor up to the time of the recordation of grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any person who shall have entered into an agreement to purchase a Unit from a Unit owner shall be entitled to a certificate from the Executive Board as provided by Section 1604-108(b) of the Act, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor for Common Expenses in excess of those disclosed on such certificate.

(2) A voluntary transfer for the purpose of this paragraph shall be considered any sale, lease, gift, testate or intestate distribution, or the transfer of ownership of a corporation owning a Unit.

(3) All Unit owners shall comply with Section 1604-108 of the Act. Except as provided in this paragraph, there are no other restrictions governing the voluntary transfer of a Unit.

**12. Maintenance.** Each Unit owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements to his own Unit. The Association shall maintain, repair and replace all Common Elements and Limited Common Elements as a part of the

common expenses and shall make such efforts as are required to comply with state and local government terms of approval including without limitation the terms of approval of the Town of Kennebunk Planning Board and the Maine Department of Environmental Protection including without limitation the stormwater maintenance plan described in Appendix III. No Unit owner may alter or otherwise change the appearance of any of the Common Elements without the prior written approval of the Association acting through the Executive Board. The maintenance, repair and replacements as may be required for the functioning of or for the bringing of utilities, such as water, gas, electricity and sewer to the Unit, shall be furnished by the utility or municipality, if public, or paid for by the individual Unit owner, except to the extent they effect the Common Elements, then the Association shall pay and collect therefore as part of the common expenses. Maintenance, repairs and replacements of the refrigerators, stoves and other kitchen appliances and indoor and outdoor lighting fixtures and other electrical or mechanical appliances (including all heating, ventilation and air-conditioning systems which may be located outside of, but adjacent to the Unit) of any Unit owner shall be at the expense of such Unit owner; also each Unit shall have a separate hot water heater located in the basement and its repair and replacement shall be at the expense of the Unit owner it serves. If due to the negligent act or omission of a Unit owner or of a member of his family or of a guest or other authorized occupant or visitor of such Unit owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, and maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association

- 13. Association of Unit Owners.** Prior to the date of this Declaration and the recording thereof, Creekside Crossing Condominium Association, a non-profit and non-stock corporation has been duly organized under the laws of the State of Maine. The Association shall be the governing body for all of the Unit owners with respect to the administration, maintenance, repair and replacement of the Property as provided by the Act, this Declaration and the Bylaws.

Each Unit owner and/or owners shall be a regular member of the Creekside Crossing Condominium Association. Membership shall be appurtenant to the Units, and the transfer of title to a Unit shall automatically transfer the regular membership appurtenant to that Unit to

the transferee or transferees. A transfer in mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure.

The provisions of this Declaration and the Bylaws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the Unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, mortgagees, and insurers or guarantors of mortgages. By the recording or the acceptance of a deed conveying a Unit of any interest therein, or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration, and the Bylaws.

In any voluntary conveyance of a Unit deed (other than a conveyance by a mortgagee), it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association Bylaws and rules and regulations as they may from time to time be amended. The Declarant or the Association shall make available to Unit owners, prospective purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules and regulations governing the Condominiums, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make them available at a reasonable charge.

- 14. Notice.** The Secretary shall cause notice of all meetings of members and of all proposed actions requiring vote or approval of a specified percentage of Unit owners and/or mortgagees to be sent in writing by U. S. Mail, postage prepaid, and or by electronic means, email or secure document signature systems, to all Unit owners and all eligible mortgage holders at the address filed with the Secretary by said owners and mortgage holders not less than ten (10) days and not more than thirty (30) days prior to the proposed meeting or action. Such notice may, however, set a later deadline for any proposed action, if such longer period of time is deemed necessary to obtain the required number of written approvals. Notice of meetings shall state the time and place of the meeting and the items on the agenda, including the general nature of

any proposed amendment to the Declaration and Bylaws, any budget changes and any proposal to remove a director or officer. Any notice hereunder may be provided by email or other similar electronic transmission to the extent any such owner or mortgage holder has provided an email address or its equivalent to the Association to be maintained in the records of the Association.

**15. Separate Taxation and Utilities.** It is understood that real estate taxes are to be separately taxed to each Unit owner for his or her Unit and corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit owner, but are taxed on the Property as a whole, then each Unit owner shall pay his or her proportionate share thereof in accordance with the respective percentage of ownership interest in the Common Elements. Each Unit owner shall pay for his or her own telephone, sewer, water, electricity, gas, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

**16. Insurance and Related Matters.**

A. The Executive Board shall obtain insurance on the Units and Unit fixtures and the Common Elements against all risks of direct physical loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement for 100% of the actual cash value of the insured property at the time the insurance is purchased and at each subsequent renewal date, excepting land, foundations, excavations or other items that are usually excluded from property insurance coverage. Such policies shall provide such coverage and contain all endorsements required by the guidelines promulgated by the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC), as the same may be amended from time to time. Such insurance shall be written by an insurance carrier that meets FNMA rating requirements. The maximum deductible amount shall be the lesser of that permitted under state law or under FNMA and FHLMC guidelines. The deductible amount shall be \$5,000.00, or such other amount as determined from time to time by the Executive Board, but not to exceed \$10,000.00. Each Unit owner affected by a casualty loss shall be responsible for paying the deductible amount. If the loss affects more than a single Unit,

the deductible amount shall be apportioned equally among the Unit owners affected by the loss. In the event that the loss occurs on property owned in common by all Unit owners the deductible shall be paid by the Association as a common expense. Such common expenses may, at the discretion of the Executive Board, be charged back to all Unit owners as a common expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and proceeds of such insurance shall be payable to, the Association as trustee, or such other insurance trustee as may be appointed by separate agreement, for each of the Unit owners in their respective percentages of the ownership interest in the common areas as established in this Declaration. The Association shall be attorney-in-fact for each Unit owner for losses due to total or partial condemnation, destruction or liquidation. In such case, the proceeds from insurance or any other payment or award shall be applied by the Association for the reconstruction of the building, or shall be otherwise disposed of in a reasonable and equitable basis in accordance with the provisions of this Declaration and the Act and Fannie Mae guidelines; and the policies shall contain the standard mortgage clause and shall specifically name either the FNMA or its mortgage servicers for all mortgages held by the FNMA on the condominium, providing, however, the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall be subject to the provisions in the Act with respect to the application of insurance proceeds to the reconstruction of the building. The policies shall require the insurer to notify in writing the Executive Board and each first mortgage holder named in the mortgage clause at least sixty (60) days before it cancels or substantially changes the Property's coverage.

- B. The Executive Board shall obtain a "master" or "blanket" policy of flood insurance as a common expense of the Association, covering that portion of the improvements, if any, located within a special flood hazard area, as defined by the Federal Emergency Management Agency. Such policy should be equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the National Flood Insurance program.
- C. The Executive Board shall obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring each Unit owner and the Association, Executive Board, and Managing Agent, if any, from liability in connection with the Common Elements.

Such policy shall provide coverage of at least \$2,000,000.00 for bodily injury and property damage for any single occurrence resulting from the operation, maintenance or use of the Common Elements, and coverage for any legal liability resulting from lawsuits related to employment contracts in which the Association is a party. Such policy shall by its terms or by specific endorsement preclude an insurer's denial of a Unit owner's claim on the grounds of negligent acts by the Association or other Unit owners. Such policy should waive any right of subrogation against individual Unit owners and should provide that it shall not be prejudiced by acts or omissions of individual Unit owners that are not under the control of the Association. Such policy shall be primary even if a Unit owner has other insurance that covers the loss. Such policy shall provide for at least twenty (20) days written notice to the Executive Board and to each holder of a first mortgage on any Unit before the insurer can cancel or substantially modify it. Also, the Executive Board shall have authority to purchase worker's compensation insurance and insurance to indemnify the Directors and Officers for losses in managing the Association's affairs. The premiums for all the aforementioned insurance coverage shall be common expenses.

D. Each Unit owner, at his own cost, shall be responsible for his own insurance on the contents of his own Unit and his additions and improvements thereto and decorations and furnishings, personal property therein and stored elsewhere on the property. Each Unit owner shall obtain and maintain general liability insurance in such amounts as required by the Association and shall provide a certificate of insurance to the Executive Board for each term of coverage at least two weeks prior to the expiration of the current one. Such Unit coverage shall include, subject to adjustment from time to time by the Executive Board, the following:

(1) An HO-6 insurance policy, providing hazard and liability insurance for the Unit and personal property.

(2) "Special Coverage A", with so-called HO 17-32 endorsement, extending coverage A from "named peril" to "all risk" coverage, and covering the owner for the deductible amount of the Association's master policy to a maximum of \$10,000.00.

(3) "Loss Assessments" coverage under ISO Form HO 04-35 in the amount of \$50,000.00, providing that loss assessments coverage shall apply to all covered losses, including deductible expenses shared by Unit owners and required to be paid hereunder.

- (4) To the extent reasonably available, the policy shall carry either a Guaranteed Replacement Cost Endorsement or a Replacement Cost Endorsement and, in either case if the policy includes a coinsurance clause, an Agreed Amount Endorsement, which waives the requirement for coinsurance.
- E. The Executive Board shall obtain fidelity bond coverage for anyone who either handles or is responsible for funds held or administered by the Association. Such fidelity bonds shall name the Association as an obligee and shall be written in an amount equal to the greater of at least one hundred fifty (150) percent of the estimated annual operating expense for the condominiums, including reserves or the maximum amount of funds that will be in the custody of the Association or its management agent at any time the bond is in force and shall otherwise comply with Fannie Mae guidelines.
- F. The Association shall maintain all insurance and bond coverage required by FNMA and FHLMC for the sale of first mortgages of Units on the secondary mortgage market, and this section shall be interpreted and applied so as to accomplish that purpose.
- G. The Association may appoint an insurance trustee to act on behalf of the Unit owners.
- 17. Mortgage, Reserve Fund, Management and Lease Provisions.**
- A. The Unit owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Executive Board.
- B. The Executive Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.
- C. The Executive Board, when giving notice to a Unit owner of a default in paying common charges or other violation of the provisions of this Declaration, the Bylaws or rules and regulations, shall send a copy of such notice within thirty (30) days after the occurrence of such default to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Executive Board.
- D. Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the condominiums at reasonable times on business days and to require annual reports and other financial data of the Association. If no audited financial statement is available,

any holder of a mortgage on any Unit shall be allowed to have an audited statement prepared at its own expense.

E. Notwithstanding anything to the contrary elsewhere contained in this Declaration or the Bylaws, the following provisions shall govern:

- (1) Any first mortgagee of a Unit in the condominiums will, upon request, be entitled to inspect the books and records of the condominiums or Association during normal business hours.
- (2) No provision of this Declaration or of the Bylaws shall be deemed or construed to give a Unit owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium Units and/or Common Elements.
- (3) A holder, insurer or guarantor of a mortgage on a Unit shall be entitled to prompt written notification from the Executive Board of (i) any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the Bylaws which is not cured within thirty (30) days, (ii) any event of substantial destruction to, or condemnation or governmental taking of, such Unit or any portion of the Common Elements appurtenant thereto, (iii) any lapse or modification of insurance or fidelity bond coverage, (iv) any proposed amendment under Section 19 of this Declaration and (v) if such holder, insurer or guarantor of a mortgage on a Unit is an eligible mortgage holder, any proposed action of which any eligible mortgage holder is entitled to notice under §1602-119(b) of the Act.
- (4) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or through foreclosure of the mortgage, or through deed through foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against such Unit which accrue prior to the acquisition of title to such Unit by the mortgagees, but such expenses or assessments shall become common expenses collectible from all of the Unit owners including one who obtains title accordingly.

F. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements which must be replaced on a periodic basis shall be established and shall be

funded by regular monthly payments rather than by special assessments, and a working capital fund shall be maintained by the Association equal to at least two months' assessments for each existing Unit as calculated according to the Bylaws for the operation and maintenance of the Common Elements. Payment of the two month's assessment for the working capital fund shall be made at the time of closing on a Unit, shall be maintained in a segregated fund and shall not constitute prepayment of regular assessments. Such working capital fund amounts as have been collected from Unit purchasers as working capital shall be paid over to the Association by the Declarant within twenty-four (60) days after conveyance of the first Unit.

- G. Any management contract, employment contract or lease of parking or recreational areas and any contract entered into by Declarant which may become binding on the Association shall provide that such contract or lease may be terminated by either party without cause and without payment of a termination fee on not more than ninety (90) days' written notice, the term of any such contract shall not exceed three years, and the Association may terminate said agreement for cause upon thirty (30) days' written notice without payment of a termination fee.
- H. No Unit owner shall be permitted to lease his Unit for transient or hotel purposes, including without limitation through platforms such as Airbnb. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws and all rules and regulations that may be adopted by the Executive Board, and that failure by the lessee to comply with the terms of such documents shall be a default under such lease. All leases shall be in writing and shall contain a minimum initial term of six (6) months. A copy of the lease of any Unit shall be delivered to the Executive Board within seven (7) days of its execution, provided, however, that such copy need not disclose the total rent nor monthly rent amount of such lease.

**18. Procedure for Resolving Disputes.** Matters of dispute or disagreement between Unit owners or with respect to interpretation of application of the provisions of this Declaration or the Bylaws shall be determined by the Executive Board consistent with the Act, which determination shall be final and binding on all Unit owners.

All claims, disputes and other matters in controversy between the Declarant, on the one hand, and the Association or any Unit owners, on the other hand, arising out of or relating to

this Declaration, the Bylaws or the deed to any Unit, or the breach thereof, or the Property and any warranties with respect thereto, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association or similar non-judicial dispute resolution process. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in controversy has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in controversy would be barred by the applicable statute of limitations or other principles of law and equity. The Association shall institute judicial proceedings before any items of construction can be altered or demolished.

**19. Method of Amending Declaration.** Except to the extent expressly permitted or required by the Act, this Declaration may be amended by a vote or by written approval of the Unit owners of Units to which twenty-four-seven percent (67%) of the votes in the Association are allocated and written approval from eligible mortgage holders, their insurers or guarantors, as defined in the Act, representing fifty-one percent (51%) of the votes allocated to Units that are subject to mortgages held by eligible holders.

Notwithstanding the foregoing, except to the extent expressly permitted or required by the Act, the unanimous consent of all Unit owners and the written approval of eligible mortgage holders or their insurers or guarantors representing fifty-four percent (54%) of the votes allocated to Units that are subject to mortgages held by eligible holders shall be required for any amendment that would:

A. Seek to terminate the legal status of the Property for reasons other than substantial destruction or condemnation of the property, and any such termination shall be as provided in Section 1602-118 of the Act;

- B. Change the pro rata interest, obligations or voting rights of any Unit, change the boundaries of any Unit or the uses to which any Unit is restricted;
- C. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or the transfer of the roadways to the Town for public purposes consistent with the intended use of the Common Elements by the Association shall not be deemed a transfer within the meaning of this clause;
- D. Use hazard insurance proceeds from losses to any condominium property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such improvements, except as provided by this Declaration or the Act in case of substantial destruction of the condominium; or
- E. Create or increase special declarant rights. The approval of an eligible mortgage holder may be assumed when such holder fails to submit a response to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal, provided such notice was delivered by certified or registered mail, return receipt requested.

Declarant reserves the right to unilaterally amend this Declaration and the Plats and Plans to declare additional Units during the period of Declarant Control.

- 20. **No Obligation to Complete.** Nothing contained in this Declaration or the Plats and Plans do, or shall be deemed to impose upon the Declarant, or any successor Declarant, any liability or obligation to build, construct or provide any buildings, amenities or other improvements to the property except to the extent required by the Act.
- 21. **Name and Address.** The name of the Condominium is Creekside Crossing Condominium as shown on the survey, located on Creekside Court, Kennebunk, Maine 04043.
- 22. **Interpretation; Severability.** In the event of any conflict or discrepancy between this Declaration, the original Declaration, Bylaws and the Plats and Plans, this Declaration shall govern. If any provision of this Declaration, the Bylaws or the rules and regulations be in conflict with any applicable laws, including the Maine Condominium Act, then such laws shall govern and such invalid provision shall be of no force and effect, but the validity of the remainder of this Declaration, the Bylaws and rules and regulations shall not be affected thereby and shall remain in full force and effect as if such invalid provision had not been included.

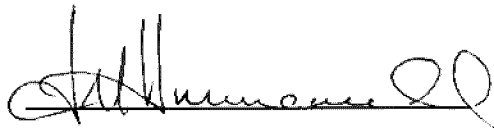
The captions herein are inserted for convenience and reference and do not limit, alter or define the terms of this Declaration.

**23. Remedies; Waiver.** Except as provided herein, all rights, remedies and privileges granted to the Declarant, the Association or a Unit owner pursuant to the terms of this Declaration, the Bylaws and the rules and regulations shall be deemed to be cumulative to any other right or remedy under said documents or afforded by law or equity, and may be exercised concurrently, independently or successively. Any forbearance in exercising any right or remedy hereunder or otherwise available by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

**24. Termination.** Any termination of the condominiums shall be conducted in accordance with Section 1602-118 of the Maine Condominium Act.

**IN WITNESS WHEREOF**, Property Partners ME, LLC, has caused this instrument to be executed by its Manager, Lukas S. Hall, this 18<sup>th</sup> day of April, 2025.

**WITNESS:**



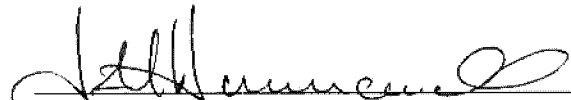
**Property Partners ME, LLC**

By:

  
Lukas S. Hall, duly authorized signatory

STATE OF MAINE  
YORK, ss.

Personally appeared before me this 18<sup>th</sup> day of April, 2025, the above-named Lukas S. Hall, duly authorized signatory of Property Partners ME, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Property Partners ME, LLC.

  
Notary Public/~~Attorney at Law~~

Print Name:

Commission Expires:

**JOAN M. HUNNEWELL**  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
MAY 4, 2029

**Creekside Crossing Condominium  
Declaration of Condominium**

|                       |                                               |
|-----------------------|-----------------------------------------------|
| <b>Appendix I -</b>   | <b>Property Description</b>                   |
| <b>Appendix II -</b>  | <b>Membership Interests</b>                   |
| <b>Appendix III –</b> | <b>Stormwater Management Plan</b>             |
| <b>Appendix IV -</b>  | <b>Condominium Association Bylaws</b>         |
| <b>Appendix V -</b>   | <b>Limited Joinder Agreement of Mortgagee</b> |

**APPENDIX I**  
**Creekside Crossing Condominium**  
**(property description)**

A certain parcel of land, with improvements located thereon, situated on the westerly side of US Route 1 in the Town of Kennebunk, County of York, and State of Maine, and being the premises shown and delineated on a plan entitled "Site Plan Amendment #2, Overall Site Plan - Creekside Court, Kennebunk, Maine 04043, for Cottage Advisors Home Builders, by Attar Engineering, Inc., dated February 6, 2025, and recorded at the York County Registry of Deeds in Plan Book 446, Page 35 (the "Subdivision Plan"), and further shown on "Condominium Plat, Creekside Crossing Condominium, Creekside Court, Kennebunk, Maine 04043" by Attar Engineering, dated April 14, 2025, and recorded in said Registry in Condominium File 1067, Page 1 (the "Plat").

Reference is made to "Cedarwood Farms-Phase Three" by Engineering Alliance, Inc., dated October 31, 2023, with the latest revision dated August 14, 2024, and recorded in said Registry in Plan Book 444, Page 42; the premises is further shown and delineated as Phase 3 on the plan entitled "Amended Subdivision Plan, Cedarwood Farm" by Engineering Alliance, Inc., dated October 16, 2006, with the latest revision dated January 2, 2017, and recorded in said Registry in Condominium File 663, Page 2 (the "Referenced Plans").

The above-described land is more particularly bounded and described as follows:

Beginning at a point on the northwesterly sideline of US Route 1, also known as York Street, in said Kennebunk, Maine, at land now or formerly of Darlene A. and Alfred W. Trefrey and in the southerly corner of the lot or parcel herein conveyed;

Running thence North 40° 59' 34" West by and along said land of Trefrey 174.87 feet to a point at land now or formerly of Susan Jean Perrigo;

Running thence North 36° 50' 19" West by and along said land of Perrigo 697.36 feet to a point in the westerly corner of the lot or parcel herein conveyed and in the southerly corner of Phase 1 on said Plat and Referenced Plans;

Running thence North 49° 37' 58" East by and along said Phase 1 as shown on said Plat and Referenced Plans (creating a boundary between Phase 1 and Phase 3) 148.82 feet to a point at land now or formerly of State of Maine Forestry Department;

Running thence North 52° 37' 48" East by land now or formerly of State of Maine Forestry Department 589.77 feet to a point at land now or formerly of Paul and Victoria Sandini and in the northerly corner of the lot or parcel herein conveyed;

Running thence South 36° 34' 37" East by and along said land of Sandini and by and along land now or formerly of Dora Redlon 785.90 feet to a point in the northwesterly sideline of said U.S. Route 1, also known as York Street, and in the easterly corner of the lot or parcel herein conveyed;

Running thence South 45° 14' 14" West by and along the northwesterly sideline of said U.S. Route 1, also known as York Street, 728.99 feet to the point of beginning.

The above-described land is conveyed subject to all of the terms, conditions, restrictions, and easements as set forth on the above-noted Subdivision Plan, Plat, and Referenced Plans.

Being the same premises conveyed by Lord & Harrington, LLC, to Property Partners ME, LLC, by Warranty Deed dated February 25, 2025, and recorded in said Registry in Book 19611, Page 188.

Together with and subject to the following matters:

1. Notice of Layout and Taking by the State of Maine dated April 24, 1996, and recorded in the York County Registry of Deeds in Book 7922, Page 291.
2. Rights and easements granted to Kennebunk Light and Power District and New England Telephone and Telegraph Company by deed dated April 26, 2005, and recorded in the York County Registry of Deeds in Book 14474, Page 70.
3. Rights and easements granted to Susan J. P. Gagnon by deed recorded in the York County Registry of Deeds in Book 14790, Page 192.
4. Rights and easements granted to Kennebunk Sewer District by deed recorded in the York County Registry of Deeds in Book 14981, Page 174.
5. Orders of the Department of Environmental Protection dated November 12, 2004, and February 25, 2005, and recorded in the York County Registry of Deeds in Book 14300, Page 401, and Book 14398, Page 305, respectively.
6. Declaration of Restrictions dated February 27, 2005, and January 17, 2013, and recorded in the York County Registry of Deeds in Book 14370, Page 647, and Book 16511, Page 224, respectively.
7. Declaration of Reciprocal Easements dated January 17, 2013, and recorded in the York County Registry of Deeds in Book 16511, Page 228, as amended in Amendment to Declaration of Reciprocal Easements dated February 23, 2017, and recorded in the York County Registry of Deeds in Book 17425, Page 830.
8. Rights and easements granted to Kennebunk, Kennebunkport and Wells Water District by deed dated June 19, 2013, and recorded in the York County Registry of Deeds in Book 16656, Page 191.
9. Third Amendment to Declaration of Condominium (replacing Schedule B with Revised Schedule B) dated February 23, 2017, and recorded in the York County Registry of Deeds in Book 17425, Page 835.

10. Such state of facts as disclosed on a plan entitled "Cedarwood Farm, Kennebunk, Maine" prepared by Engineering Alliance, Inc. dated February 2, 2004, revised through November 9, 2004, and recorded in the York County Registry of Deeds in Plan Book 299, Pages 1-3.
11. Such state of facts as disclosed on a plan entitled "Cedarwood Farm, Kennebunk, Maine, Sewer Easement Plan" prepared by Engineering Alliance, Inc. dated June 22, 2006, and recorded in the York County Registry of Deeds in Plan Book 314, Page 28.
12. Such state of facts as disclosed on a plan entitled "Cedarwood Farm, Kennebunk, Maine" prepared by Engineering Alliance, Inc. dated April 26, 2010, revised through June 2, 2010, and recorded in the York County Registry of Deeds in Plan Book 345, Pages 14-16.
13. Such state of facts as disclosed on a plan entitled "Cedarwood Farm Subdivision of Land, Kennebunk, Maine" prepared by Engineering Alliance, Inc. dated June 4, 2012, revised through January 10, 2013, and recorded in the York County Registry of Deeds in Plan Book 359, Page 2.
14. Terms and conditions as set forth in Road Maintenance Agreement for Cedarwood Farm dated February 23, 2017, and recorded in the York County Registry of Deeds in Book 17425, Page 841.
15. Maine Department of Environmental Protection Site Location of Development Act Partial Transfer dated June 24, 2022, and recorded in the York County Registry of Deeds in Book 19083, Page 93.
16. Maine Department of Environmental Protection Site Location of Development Act Amendment dated June 24, 2024, and recorded in the York County Registry of Deeds in Book 19563, Page 466.
17. Such state of facts as disclosed in Affidavit of Michael W. Macleod-Ball dated April 14, 2025, and recorded in the York County Registry of Deeds in Book 19638, Page 257, including without limitation a Transfer Order dated April 24, 2025, and other documents attached thereto.

## **APPENDIX II**

| <u>Units</u> | Fractional Interest In<br>Common Elements and<br><u>Common Expense Liability</u> | Votes in the<br><u>Association</u> |
|--------------|----------------------------------------------------------------------------------|------------------------------------|
| 1 - 24       | 1/24                                                                             | 1 each inclusive                   |

## **APPENDIX III**

### **Stormwater Maintenance Plan Creekside Crossing Condominiums**

The Property is subject to the terms of a Department of Environmental Protection (the “DEP”) Site Location of Development Act Amendment Findings of Fact and Order issued to predecessor owner Lord & Harrington, LLC, filed June 24, 2024, and recorded in the York County Registry of Deeds in Book 19563, Page 466, the transfer of which DEP Order to Declarant was approved April 4, 2025, and recorded as an attachment to an Affidavit in the said Registry in Book 19638, Page 257 (said Order as transferred referred to hereinafter as the “DEP Order”).

The DEP Order requires, among other things, that Declarant enter into a long-term maintenance contract (minimum of 5 years and renewable) for the ongoing inspection and maintenance of the proprietary stormwater filtration units (Filterra) (the “Stormwater Maintenance Contract”), a copy of which must be filed with the DEP. The DEP’s Stormwater Standard Conditions require, among other things, the submission of certain certifications every five years that the stormwater system has been inspected, that it continues to operate as approved, that the maintenance log is being maintained, and that a maintenance and inspection contract is in place for the coming five-year period. The DEP also requires that the Property may not be transferred without its advance approval.

In conjunction with turning over control of the Association, Declarant shall a) obtain DEP’s advance approval, b) assign responsibility for compliance with the DEP Order to the Association, and c) assign responsibility for the Stormwater Maintenance Contract to the Association. The Association shall assume such responsibility at that time.

## **APPENDIX IV**

### **BYLAWS OF CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC.**

#### **ARTICLE I**

##### **Name, Location, and Fiscal Year**

**Section 1. Name.** The name of the corporation is CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION (the "Corporation" or "Association").

**Section 2. Location.** The principal office of the Corporation shall be located at Kennebunk, Maine.

**Section 3. Fiscal Year.** The fiscal year of the Corporation shall end December 31.

#### **ARTICLE II**

##### **Purposes**

**Section 1. Purposes.** The purposes of the Corporation are to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which will be submitted to the provisions of Maine Condominium Act, Title 33, Chapter 31, Section 1601-101 et seq. (the "Act"), and to be known as Creekside Crossing Condominium Association pursuant to a Declaration of Condominium dated April 14, 2025, recorded in the York County Registry of Deeds in Condominium File 1067, Page 1, as it may be amended (the "Declaration") and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

#### **ARTICLE III**

##### **Members**

**Section 1. Membership.** The owner or owners of record from time to time of each unit of the Creekside Crossing Condominium development (the "Condominiums") shall constitute one member of the Association, and each such member shall have the fraction of common interest, common expenses liabilities and voting rights in the Corporation that are set forth in Appendix II

of the Declaration, such membership to be effective upon the creation and declaration of the unit with which it is associated.

**Section 2. Termination of Membership.** The membership of each unit owner shall terminate when the said owner ceases to be a unit owner. Upon the sale, transfer or other disposition of the unit owner's ownership interest in the property, the membership in the Corporation shall automatically be transferred to the new unit owner succeeding to such ownership interest.

**Section 3. Meetings and Notice.** The annual meeting of the members shall be held each year on a date no later than thirty (30) days, and no earlier than ninety (90) days, before the beginning of each fiscal year. At such meeting the Executive Board shall be elected by ballot of the members and the members shall consider the annual budget. The members shall also transact such other business as may properly come before them. Special meetings of the members may be called by the President, the Executive Board or upon a petition signed by fifty (50) percent of the members. Written notice of any meeting shall be given to each member by the Secretary not less than ten (10) days nor more than thirty (30) days before the meeting by mailing it postage prepaid to the member's mailing address or to any other mailing or email address designated in writing by the member. The notice shall specify the time and place of the meeting and the items on the agenda.

**Section 4. Quorum.** The presence, either in person or by proxy, of the owners of the units to which are allocated more than fifty percent (50%) of the votes in the Association shall be required for and shall constitute a quorum for the transaction of business at all meetings of members.

**Section 5. Turnover Date.** The Declarant reserves the right, until the Turnover Date, to appoint and remove officers and directors of the corporation. The Turnover Date shall be the date on which the Declarant relinquishes all rights to appoint officers and directors as set forth in the Declaration. The Declarant may voluntarily surrender the right to appoint officers and directors, in which event it may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Declarant shall give written notice to all members and all eligible holders of mortgages not less than ten (10) days nor more

than thirty (30) days prior to the Turnover Date and shall call for a Special Meeting of members on the Turnover Date to elect an Executive Board.

#### **ARTICLE IV** **The Executive Board**

**Section 1. Composition.** The Executive Board (also herein referred to as the Directors) shall consist of a number of members, not less than three nor more than five, which shall be fixed for the ensuing year by the members at the annual meeting.

**Section 2. Election and Term.** The directors, except as provided elsewhere herein, shall be elected at the annual meeting from among the members or spouses of members or in the case of a unit owner which is a corporation, partnership, trust or estate, a designated agent thereof. Each unit shall have one (1) vote for each director at the first annual meeting of members. The term of office of each director shall be fixed at three (3) years, except that the initial directors shall serve for staggered terms so that no more than 50% will have a term expiring in any successive year. The directors shall hold office until their successors have been elected.

**Section 3. Powers.** The business of the Corporation shall be managed by the Executive Board which shall have and may exercise all the powers of the Corporation, except those powers reserved to the members by the Act or by these Bylaws. The Board shall have the power to engage a managing agent for the property and to fix the term, compensation and authority of the manager or managing agent. Notwithstanding the foregoing, the Board shall have no authority to approve any expenditure in excess of \$5,000 nor to authorize the Corporation to enter into any contract for a term of more than three (3) years in the absence of approval by the members in the consideration of the annual budget or a special meeting thereof.

**Section 4. Meetings of Directors.** Meetings of the Executive Board may be held at any time and place upon call by the President or by a majority of the Directors, reasonable notice thereof being given to each Director. Notice that a meeting has been called may be given by the President, Secretary or Assistant Secretary, if one is appointed, or by one of the Directors. Notice of any meeting of the Executive Board may be waived in writing signed by the person or persons entitled

to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice, but any such notice shall be calculated to inform unit owners of the date, time and place, as well as the topics to be discussed at such meeting. Attendance of a Director at such meeting shall constitute a waiver of notice thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully convened. Unit owners shall have the right to attend meetings of the Board, subject to reasonable rules established by the Board.

**Section 5. Quorum and Voting.** Attendance by a majority of directors then in office shall constitute a quorum. If a quorum exists, the directors present may take any action so long as they concur.

**Section 6. Vacancies.** A vacancy in the Executive Board shall be filled by appointment of the Directors and shall hold office for the unexpired term of the director whose place is vacant and until his successor is elected.

**Section 7. Removal.** A director may be removed from office only by a majority vote of the unit owners.

**Section 8. Compensation.** Directors shall not receive compensation for their services except as provided by resolution of a majority of the members of the Corporation. Directors shall be reimbursed for any out of pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the corporation.

**Section 9. Repeal of Board Rules.** Although the Executive Board is authorized by the Declaration to promulgate reasonable rules and regulations, a petition signed by a majority of unit owners shall require the Board to reconsider any applicable rule or regulation and if the Board fails to repeal or revise the same in accord with such petition, a special meeting of the unit owners shall be called within thirty (30) days of the Board's action so that the unit owners may vote on the action requested by the petition.

## **ARTICLE V**

### **Officers**

**Section 1. Designation and Qualification.** The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers as the Executive Board may elect. The President and Treasurer shall be members, or spouses of members, or in the case of a unit owner which is a corporation, partnership, trust or estate, a designated agent thereof. The Secretary need not be a member, but shall be a resident of Maine.

**Section 2. Election and Term.** All officers shall be elected by the Executive Board at its first meeting following the annual meeting of the members and shall hold office until the first meeting of the Executive Board following the next annual meeting of members and until their successors are elected.

**Section 3. President.** The President shall be a Director and shall be the chief executive officer of the corporation. The President shall have general supervision and control of the business of the corporation subject to the direction of the Executive Board and shall also have such other powers and duties as the Executive Board may decide. The President shall preside at all meetings of the members and at all meetings of the Executive Board. If the President is absent from any meeting of the members or Executive Board, the Treasurer shall preside at such meeting. The President shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

**Section 4. Treasurer.** The Treasurer shall have, subject to the direction of the members or Executive Board, general charge of the financial affairs of the corporation and shall keep full and accurate records thereof, which shall always be open to the inspection of any member or holder of a first mortgage on a unit. The Treasurer shall render to the President and directors, at the regular meetings of the Executive Board, or whenever they may require it, a statement of the accounts of his or her transactions as Treasurer and of the financial condition of the corporation.

**Section 5. Secretary.** The Secretary shall record the proceedings of all meetings of the members and of the Executive Board in books kept for that purpose. Record books of members' meetings shall be open at all reasonable times to the inspection of any member or holder of a first mortgage on a unit. The Secretary shall also keep the membership transfer books of the Corporation. The

Secretary shall notify the members and the directors of all meetings in accordance with the Bylaws. If the Secretary is absent from any meeting of the members or the Executive Board, a Temporary Secretary shall be chosen to exercise the duties of the Secretary at such meeting.

**Section 6. Vacancies.** A vacancy in any office may be filled by the Executive Board by the election of a successor to hold office for the unexpired term of the officer whose place is vacant and until his successor is chosen and qualified.

**Section 7. Removal.** All officers may be removed from their respective offices by the Executive Board.

**Section 8. Resignation.** Any officer may at any time resign his or her office by a resignation in writing delivered to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

**Section 9. Compensation.** The officers shall receive no compensation for their services unless expressly provided for in a resolution adopted by the majority of the members of the corporation. The officers shall be reimbursed for out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the corporation.

## **ARTICLE VI**

### **Assessments**

**Section 1. Budget.** The Executive Board shall cause to be prepared an estimated annual budget for each fiscal year of the corporation within ninety (90) days of the beginning of the fiscal year. Such budget shall take into account the estimated common expenses and cash requirements for the year, including insurance, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, snow removal, trash pickup and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate members on an individual or separate basis rather than a common basis). The Board shall

establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and limited common areas. The reserve fund shall be included in the budget and maintained out of regular assessments for common expenses. To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in setting the budget and determining assessments for the current year so as to credit any surplus or refund any deficit.

**Section 2. Payment.** The proposed annual budget for each fiscal year shall be approved by the Executive Board, and copies thereof shall be furnished to each member and eligible mortgage holder within thirty (30) days of adoption. The Board shall set a date for the annual meeting of the members to consider ratification of the budget no later than thirty (30) days, and no earlier than ninety (90) days, before the beginning of each fiscal year. Notice of said meeting shall accompany the budget. Unless at that meeting a majority of all unit owners reject the budget, the budget is deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Executive Board. On or before the first day of the fiscal year and of each succeeding month of the year covered by the annual budget, each member shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget, all as determined by the Executive Board. Such proportionate share for each member shall be in accordance with his or her respective ownership interest in the common areas and facilities. No member shall be relieved of the obligation to pay the assessments for common expenses by abandoning or not using the unit or the common areas and facilities.

**Section 3. Statements.** Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Treasurer shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as the Treasurer may deem desirable.

**Section 4. Separate Accounts.** The Treasurer shall cause to be kept a separate account for each member showing the respective assessments charged to and paid by such member, and the status of the member's account from time to time.

**Section 5. Additional Assessments.** In the event that during the course of any year, it shall appear to the Treasurer that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Executive Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and shall cause the same to be presented to the members for ratification in the same manner as the budget at a special meeting of the members held for that purpose. Upon ratification of the supplemental budget, a supplemental assessment shall be made to each member for his or her proportionate share of such supplemental budget.

**Section 6. Common Expenses.** It shall be the duty of every member to pay his or her proportionate share of the common expenses, in the same ratio as that member's percentage of ownership in the common areas and facilities. If any member shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest at the rate established by the Association, costs and reasonable attorney's fees shall constitute a debt secured by a lien on such unit. The Corporation shall have the authority and responsibility to exercise and enforce any and all rights and remedies as provided for in Maine Revised Statutes, Title 33, Chapter 31, the Declaration and these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

**Section 7. Budget Expenses.** The President and/or Treasurer, subject to Board direction, shall have the authority to enter into contracts on behalf of the Corporation for work and expenses provided in the budget and to make payment therefor from the funds of the Corporation.

**Section 8. Expenses Assessed Subsequent to Conveyance of Unit.** A member may not exempt himself from liability for his shares of common expenses subsequently to be assessed by a

conveyance of his unit to the Corporation, except by approval of all of the other members and their first mortgagees.

**Section 9. Availability of Documents.** The Corporation is required to make available to unit owners, lenders and the holders, insurers and guarantors of the first mortgage on any unit current copies of the Declaration, Bylaws and any other rules and regulations governing the Condominiums and other books, records and financial statements of the Association, including Executive Board minutes and such other data as required by law. In addition thereto, the Association shall also make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the condominiums, and the most recent annual audited financial statement, if such is prepared. The Corporation may impose a reasonable charge for copies.

## **ARTICLE VII** **Amendments**

**Section 1. Amendment of By-Laws.** These Bylaws may be amended or modified from time to time by action or approval of members representing seventy-five (75) percent of the votes allocated to members, except that no amendment may violate the provisions of the Act.

**Section 2. Amendment of Declaration.** The Declaration may be amended in accordance with the terms thereof. The President and/or Treasurer of the Corporation shall execute a certificate setting forth the text of the amendment, which certificate shall be attested and recorded in the York County Registry of Deeds. Following the recordation of four certificates of amendment, the next amendment shall be evidenced by recordation of a complete revised Declaration executed in the same manner as a certificate of amendment.

## APPENDIX V

### LIMITED JOINDER AGREEMENT OF MORTGAGEE

(Creekside Crossing Condominium)

The undersigned, **Kennebunk Savings Bank**, a Maine banking organization having a place of business at 104 Main Street, Kennebunk, Maine 04043 (herein called the "Mortgagee"), as holder of and mortgagee under certain mortgage instruments (herein called the "Mortgages") by **Property Partners ME, LLC**, a Maine limited liability company having a mailing address of PO Box 2005, Wells, Maine 04090 (herein called "Declarant"), as follows:

- dated April 14, 2025, and recorded in the York County Registry of Deeds in **Book 19638, Page 265**;
- dated April 14, 2025, and recorded in said Registry in **Book 19638, Page 292**; and
- dated April 14, 2025, and recorded in said Registry in **Book 19638, Page 319**;

all as thereafter further amended and revised; hereby joins with Declarant in the Declaration of Creekside Crossing Condominium of near or even date herewith, to which this is attached and to be recorded in said Registry (the "Declaration"), encumbering the land described therein and the buildings and rights appurtenant thereto situated in **Kennebunk, York County, Maine**, for the sole and limited purposes of evidencing its consent as mortgage holder to the Declaration of Condominium.

IN WITNESS WHEREOF, Kennebunk Savings Bank has caused this instrument to be executed and sealed in its corporate name by its officer thereunto duly authorized as of this 18<sup>th</sup> day of April, 2025.

WITNESS:

**Kennebunk Savings Bank**

Julie Auger

By:

Stephen F. Oertel  
Stephen F. Oertel, Vice President duly  
authorized

STATE OF MAINE  
YORK, ss.

April 18, 2025

Personally appeared before me the above-named Stephen F. Oertel, Vice President of Kennebunk Savings Bank, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Kennebunk Savings Bank.



Laurie Plante  
Notary Public/Attorney at Law