MAINE STATE HOUSING AUTHORITY
AFFORDABLE HOMEOWNERSHIP PROGRAM

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration") is made and entered into by and between the **MAINE STATE HOUSING AUTHORITY**, with a mailing address of 26 Edison Drive, Augusta, Maine 04330 ("MaineHousing"), and ***JIM NORTHRUP*** with a mailing address of 208 Castle St., Wilmington, NC 28401 ("Purchaser," which term shall mean the initial owner of an Affordable Homeownership Unit as defined herein and any subsequent owner of that Affordable Homeownership Unit).

*B*Northrop

Whereas, MaineHousing provided a forgivable loan to the developer of the subdivision where Purchaser's Affordable Homeownership Unit is located to assist the developer with development costs associated with the subdivision and in consideration of said loan, the developer agreed to sell ***TWENTY-ONE (21)*** homes in the subdivision as Affordable Homeownership Units; and

Whereas, under the Affordable Homeownership Program, an "Affordable Homeownership Unit" is a new (never previously occupied), owner-occupied single-family home which for fifteen (15) years is subject to purchase price restrictions and may be sold only to purchasers whose income is at or below a certain level; and

Whereas, Purchaser is purchasing an Affordable Homeownership Unit; and

Whereas, in consideration of the benefit received by Purchaser from the purchase of an Affordable Homeownership Unit, Purchaser has agreed to abide by the covenants and restrictions set forth in this Declaration.

Now, therefore, MaineHousing and Purchaser hereby agree as follows:

1. Enforceability of Covenants. The covenants and restrictions set forth in this Declaration are intended to be and shall be considered covenants that run with the real estate described in Annex A attached hereto and made a part hereof and shall bind all subsequent owners of the real estate described in said Annex A. The covenants of Purchaser set forth herein are enforceable by MaineHousing as a contract beneficiary. The covenants and restrictions set forth herein shall survive a sale, transfer, or other disposition of the Affordable Homeownership Unit by Purchaser, except that such covenants and restrictions shall not survive a sale or transfer by foreclosure to a party other than Purchaser or any member of Purchaser's household or a transfer by deed in lieu of foreclosure.

2. Covenants and Restrictions. Purchaser hereby covenants and agrees that for fifteen (15) years from the date of the recording of this Declaration in the appropriate registry of deeds, the following conditions and restrictions will be and remain in effect and Purchaser shall be bound thereby:

a. The Affordable Homeownership Unit will be occupied and used as the Purchaser's principal residence.

b. The Affordable Homeownership Unit will not be used as rental property, a vacation home or investment property for short or long term periods of time.

c. If Purchaser's Affordable Homeownership Unit is sold during the term of this Declaration, the purchase price of the Affordable Homeownership Unit may not exceed 85% of the purchase price limit for the applicable county under MaineHousing's First Home Loan Program or its successor ("First Home Loan Program").

d. Purchaser may sell the Affordable Homeownership Unit only (i) to a homebuyer who has applied and qualified for financing under the First Home Loan Program or (ii) to another homebuyer whose income does not exceed the applicable percentage of area median income in effect under the First Home Loan Program at the time of the sale of the Affordable Homeownership Unit and only in accordance with the purchase price limit applicable to the Affordable Homeownership Unit as provided herein. Purchaser shall not sell, lease or otherwise transfer, or enter into any agreement or arrangement to sell, lease, or otherwise transfer, an Affordable Homeownership Unit except to an eligible buyer and only at a price that does not exceed the applicable purchase price limit as provided herein and otherwise in accordance with the terms of this Declaration. An executed affidavit of Purchaser (as seller) and the new buyer recorded in the appropriate registry of deeds stating that the income of the intended buyer of an Affordable Homeownership Unit is within the First Home Loan Program limits and that the purchase price of the Affordable Homeownership Unit does not exceed the applicable purchase price limit as provided in this Declaration in the form attached as Annex B shall be sufficient evidence of the matters set forth therein. **Except with respect to transfers by operation of law or foreclosure as provided herein, no transfer, sale, assignment, lease, deed, contract to sell, installment sales contract, or bond for a deed with respect to which such executed affidavit has not been recorded in the appropriate registry of deeds shall be effective to transfer title to or create an interest in the Affordable Homeownership Unit that is the subject of such transfer, sale, assignment, lease, deed, contract to sell, installment sales contract, or bond for a deed, and such transfer, sale, assignment, lease, deed, contract to sell, installment sales contract, or bond for a deed shall be void.**

3. MaineHousing's Remedies for Breach by Purchaser. MaineHousing shall be entitled to all rights and remedies available at law and in equity, including injunctive relief and specific performance, to enforce the covenants and obligations of Purchaser and the restrictions set forth in this Declaration.

4. Amendment. This Declaration may not be amended without the written consent of MaineHousing, which, if given, shall be evidenced on the face of such amendment.

MAINE STATE HOUSING AUTHORITY

By: _____
Adam S. Krea
Its Senior Director of Finance & Lending

State of Maine
County of Kennebec

Date: October 16, 2025

Personally appeared the above-named Adam S. Krea, as Senior Director of Finance and Lending of Maine State Housing Authority, and gave oath to the foregoing and acknowledged before me the foregoing to be his free act and deed in his said capacity and the free act and deed of Maine State Housing Authority.

Before me,

_____
Notary Public/~~Attorney at Law~~
Printed Name: _____
Commission Expires: _____

Signatures continue on following page

JACK PATRICK WATSON
Notary Public, State of Maine
My Commission Expires Sep 16, 2031

PURCHASER

Signature: _____

Print Name: Jim Northrup

State of Maine
County of Cumberland

Date: October 20, 2025

Personally appeared the above-named Jim Northrop and acknowledged before me the forgoing to be their free act and deed

JESSICA L. KEANEY NOTARY PUBLIC EXP: 04/26/2028 STATE OF MAINE

Before me,

_____

Notary Public/Attorney at Law
Printed Name: _____
Commission Expires: _____

ANNEX A
TO DECLARATION OF COVENANTS AND RESTRICTIONS

DESCRIPTION OF REAL ESTATE

Unit No. 11 of the Wilbur's Woods Homeowners Condominium (the "Unit"), a condominium situated at or near Wilbur's Way in the Town of Brunswick, Cumberland County, State of Maine, and being within Unit A of the Wilbur's Woods Master Condominium located on McKeen Street as described in the Amended and Restated Declaration of the Wilbur's Woods Master Condominium dated October 2, 2025, and recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 41776, Page 247 (as may be amended from time to time, the "Master Declaration"), and depicted on the Amended and Restated Condominium Plat of the Wilbur's Woods Master Condominium dated October 2, 2025, and recorded in Plan Book 224, Pages 341 through 343 (as may be amended from time to time, the "Master Plat"), created pursuant to a certain Declaration of Wilbur's Woods Homeowners Condominium dated October 7, 2025 and recorded in the Registry in Book 41777, Page 112, as the same may be amended from time to time (the "Declaration") under the Maine Condominium Act of the Maine Revised Statutes, as amended, Title 33, Chapter 31 et. seq., said Unit being depicted on (i) the plats entitled "Plat of Wilbur's Woods Homeowners Condominium" prepared by Sitelines, PA, dated October 2, 2025 and recorded in the Registry in Plan Book 225, Pages 344 through 346 (the "Plats") and (ii) the plans entitled "Condominium Unit Plans – Wilbur's Woods Homeowners Condominium" prepared by Hay Runner Rockport Design & Construction, LLC, dated September 26, 2025 and recorded in the Registry in Book 225, Pages 347 through 349 (the "Plans", and, together with the Plats, the "Plats and Plans").

Said Unit is conveyed together with:

a. Its respective allocated undivided percentage interest in the Common Elements of the Condominium as set in the Declaration.

b. Its respective rights to the Limited Common Elements as set forth in the Declaration and shown on the Plats and Plans; and

c. All rights and easements as described in the Declaration.

Said Unit is conveyed subject to and with the benefit of:

a. The Maine Department of Environmental Protection Stormwater Management Law Findings of Fact and Order Number L-30630-NJ-A-N, dated July 2, 2024 and recorded at the Registry in Book 40872, Page 278, as may be amended from time to time.

b. All terms, easements, covenants, obligations, conditions, restrictions, reservations and encumbrances contained in or referred to in the Declaration, on the Plats and Plans, and as set forth in the related Bylaws of Wilbur's Woods Homeowners Condominium Association, as the same

may be amended from time to time, all of which shall constitute covenants running with the land and shall bind any person or entity having at any time any interest or estate in said Unit.

c. All terms, easements, covenants, obligations, conditions, restrictions, reservations and encumbrances of the Wilbur's Woods Master Condominium of which the Wilbur's Woods Homeowners Condominium is a sub-condominium that are contained in or referred to in the Master Declaration, depicted on the Master Plat, and as set forth in the related Bylaws of Wilbur's Woods Master Condominium Association, all of which may be amended from time to time, and which shall constitute covenants running with the land and shall bind any person or entity having at any time any interest or estate in said Unit.

d. The provisions of the Maine Condominium Act, as that statute may be amended from time to time.

e. Any and all local, state or federal land use and zoning permits, approvals, orders, laws, ordinances or regulations now in effect or hereafter arising affecting the Wilbur's Woods Homeowners Condominium.

ANNEX B
TO DECLARATION OF COVENANTS AND RESTRICTIONS

Seller Affidavit

Each person signing this Affidavit, being duly sworn, deposes and says that:

1. The seller(s) listed below are selling the real estate described in Annex A attached hereto (the "Affordable Homeownership Unit"), which is subject to a Declaration of Covenants and Restrictions recorded in Book_____, Page_____ in the _____County Registry of Deeds to the buyer(s) listed below.

2. The purchase price does not exceed the 85% of the purchase price limit for the applicable county under MaineHousing's First Home Loan Program or its successor ("First Home Loan Program").

Seller: _____ Seller: _____
Printed name: _____ Printed name: _____

STATE OF MAINE
COUNTY OF_____, ss

Subscribed and sworn to before me this ___day of _____, _____.

(Seal)

_____
Name:
Notary Public/Attorney-at-Law
Commission Expires: _____

DOC :43589 BK:41811 PG:128
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
10/22/2025, 11:04:33A
Register of Deeds Jessica M. Spaulding E-RECORDED

Buyer Affidavit

Each person signing this Affidavit, being duly sworn deposes and says that:

1. The seller(s) listed above are selling the real estate described in Annex A attached hereto (the "Affordable Homeownership Unit"), which is subject to a Declaration of Covenants and Restrictions recorded in Book_____, Page,_____in the_____County Registry of Deeds to the buyer(s) listed below.

2. The purchase price does not exceed the 85% of the purchase price limit for the applicable county under MaineHousing's First Home Loan Program or its successor ("First Home Loan Program").

3. Buyer's income does not exceed the applicable percentage of area median income in effect under the First Home Loan Program at the time of the sale of the Affordable Homeownership Unit.

Buyer: _____ Buyer: _____
Printed name: _____ Printed name: _____

STATE OF MAINE
COUNTY OF_____, ss

Subscribed and sworn to before me this ___day of _____,_____.

(Seal)

_____
Name:
Notary Public/Attorney-at-Law
Commission Expires:_____

Notaries Public must have each person signing as Seller or Buyer raise his or her hand and elicit an affirmative response to the following oath: "DO YOU (SWEAR/AFFIRM) UNDER PENALTY OF LAW THAT YOU HAVE READ AND UNDERSTOOD THIS AFFIDAVIT AND THAT THE STATEMENTS WITHIN ARE TRUE BASED UPON YOUR PERSONAL KNOWLEDGE (SO HELP YOU GOD)?"