



MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (N261)

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”) is made by

_____ with a mailing address of _____ (“Grantee,” which term shall mean the applicant(s) under MaineHousing’s Maine Lead Paint Hazard Abatement Program) to induce the Maine State Housing Authority with a mailing address of 353 Water Street, Augusta, Maine 04330 (“MaineHousing,” which term shall include its successors and assigns) to grant funds to the Grantee under MaineHousing’s State Lead Paint Hazard Abatement Program.

Whereas, Grantee is the owner of a rental housing property (“Property”) and made application for a grant under MaineHousing’s State Lead Paint Hazard Abatement Program (“Program”); and

Whereas, MaineHousing may provide grants up to \$15,000 per unit for the abatement of lead paint hazards in the Property (“Program Units”) and

Whereas, as part of the application, Grantee agrees to comply with certain terms of Program for four years; and

Whereas, in consideration of the benefit received by Grantee from the Program, Grantee has agreed to abide by the covenants and restrictions set forth in this Declaration.

Now, therefore, Grantee hereby agrees 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 **Exhibit A** attached hereto and made a part hereof and shall bind all subsequent owners of the real estate described in **Exhibit A** for the Declaration Period as defined herein. The covenants of Grantee 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 Property by Grantee, except that such covenants and restrictions shall not survive a sale or transfer by foreclosure to a party other than Grantee or any member of Grantee’s household or a transfer by deed in lieu of foreclosure.

2. Covenants and Restrictions. Grantee hereby covenants and agrees that for four (4) years from the date of the recording of this Declaration in the applicable County Registry of Deeds, the following conditions and restrictions will be and remain in effect and Grantee shall be bound thereby:

- a. Grantee agrees to lease 100% of the Program Units to tenants with a household income at or below 100% of the area median income as established by United States Department of Housing and Urban Development (“HUD”) guidelines.
- b. The Grantee agrees to limit the monthly rental charges in the Program Units to Fair Market Rents (“FMR”) for the unit size and geographical area, as determined annually by the U.S. Department of Housing and Urban Development and available at www.mainehousing.org.
- c. Grantee agrees to pay all taxes due on the Property and keep the Property free from all future claims against it.

d. Grantee agrees to keep the Property in good condition and make all repairs needed to comply with local code requirements

3. Remedies for Breach by Grantee. MaineHousing and any tenant who meets the income qualifications contained herein 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 Grantee and the restrictions set forth in this Declaration.

4. Discharge. This Declaration shall automatically expire and have no force or effect four (4) years from the date of recording with no additional action necessary by any party.

By: _____

Date: _____

Grantee Name: _____

Witness: _____

Its: _____

By: _____

Date: _____

Co-Grantee Name: _____

Witness: _____

Its: _____

State of Maine
County of _____

Date: _____

Personally appeared before me the above-named _____
of _____ and gave oath to the foregoing and acknowledged before me the
foregoing to be his/her free act and deed [in his/her said capacity] [and the free act and deed of
_____].

Notary Public/Attorney-at-Law

Printed name: _____

Commission expires: _____

EXHIBIT A TO DECLARATION OF COVENANTS AND RESTRICTIONS

LEGAL DESCRIPTION OF PROPERTY