

Home Accessibility and Repair Program (HARP)

DECLARATION OF COVENANTS AND RESTRICTIONS

Grantee _____

Co-Grantee: _____

Property Address: _____

Property Address: _____

Mailing Address (if different): _____

Mailing Address (if different): _____

This Declaration of Covenants and Restrictions ("Declaration") is made the above-named Grantee(s) residing at the above-identified property address (which term shall mean the Applicant(s) under the Maine State Housing Authority (MaineHousing) Home Accessibility and Repair Program (HARP Program) to induce MaineHousing, with a mailing address of 26 Edison Drive, Augusta, Maine 04330, which term shall include its successors and assigns, to grant funds to the Grantee under MaineHousing's HARP Program.

Whereas, Grantee is the owner of a above referenced property ("Property") and made application for a HARP Program grant; and

Whereas, MaineHousing may provide HARP Program grants up to \$15,000 per home for an emergency repair and \$30,000 per home for a Warm, Safe, Dry Home Repair or Elderly Home Repair grant in the Property; and

Whereas, in consideration of the benefit received by Grantee from the HARP 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 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 deed in lieu of foreclosure.

2. Covenants and Restrictions

Grantee is the recipient of a HARP Program Grant and agrees to the following:

Grantee hereby covenants and agrees that for three (3) years from the date of the recording of this Declaration in the applicable County Registry of Deeds the Grantee will not sell, transfer, dispose of or rent the Property.

3. Discharge

- Grantee is the recipient of a Home Accessibility and Repair Grant***, this Declaration shall automatically expire and have no force or effect three (3) 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: _____

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EXHIBIT A TO DECLARATION OF COVENANTS AND RESTRICTIONS

LEGAL DESCRIPTION OF PROPERTY