

LEAD HAZARD REDUCTION GRANT PROGRAM (Federal Lead)
MAINE LEAD PAINT HAZARD ABATEMENT PROGRAM (State Lead)

DECLARATION OF COVENANTS AND RESTRICTIONS

Grantee _____

Co-Grantee: _____

Address: _____

Address: _____

Rental Property Address: _____

This Declaration of Covenants and Restrictions ("Declaration") is made the above-named Grantee(s) residing at the above-identified mailing address(es) (which term shall mean the Applicant(s) under the Maine State Housing Authority (MaineHousing) Lead Hazard Reduction Grant Program (Federal Lead Program) and/or Maine Lead Paint Hazard Abatement Program (State Lead Program), collectively referred to as the "Lead 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 Lead Program.

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

Whereas, MaineHousing may provide State Lead Program grants up to \$15,000 per unit and/ Federal Lead Program grants up to \$10,000 per unit for the for the abatement of lead paint hazards in the Property ("Program Units"); and

Whereas, in consideration of the benefit received by Grantee from the Lead 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 is the recipient of a Federal Lead Program Grant and agree 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 following conditions and restrictions will be and remain in effect and Grantee shall be bound thereby.

- a. Grantee agrees to lease at least 50% of the Program Units to tenants with a household income at or below 50% of the area median income as established by United States Department of Housing and Urban Development ("HUD") guidelines and which guidelines I acknowledge are maintained by the Administrator, and agree to lease the remaining Program Units to tenants with household incomes at or below 80% of the area median income as established by HUD. If for any reason the 50/50 area median income requirement explained above cannot be met, I will obtain a "waiver" from the Program Administrator.
- b. Grantee agrees to screen prospective Program Unit tenants to determine income eligibility so that income requirements are satisfied, and agree to verify tenant income eligibility with the Program Administrator to confirm that the income requirements are being satisfied as often as may be required by the Program Administrator.
- c. Grantee agrees to advertise vacant/vacated Program Units on the MaineHousingsearch.org website and to include in the advertisement that the Program Unit has been lead abated, priority will be given to those families with children under the age of 6 years, and the household must be income eligible for the Program Unit.

- d. Grantee agrees to pay all taxes due on the Property and keep the Property free from all future claims against it.
- e. Grantee agrees to keep the Property in good condition and make all repairs needed to comply with local code requirements

☐ **Grantee is the recipient of a State Lead Program Grant and agree to the following:**

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

- ☐ **Grantee is the recipient of a Federal Lead Program 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.
- ☐ **Grantee is the recipient of a State Lead Program Grant**, 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