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Declaration of Covenants, Conditions, Restrictions and Easements Affecting COLLEY HILL ESTATES Located In Gray, Cumberland County, Maine

This DECLARATION dated this 6th day of June, 2000, by COLLEY HILL ASSOCIATES, a Maine corporation with a principal place of business in Gray, Cumberland County, State of Maine (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has established a certain sixteen (16) lot subdivision known as Colley Hill Estates, approved by the Gray Planning Board as depicted on a Plan recorded in the Cumberland County Registry of Deeds in Plan Book 199, Page 591, as amended by a Plan recorded in the Cumberland County Registry of Deeds in Plan Book 200 Page 186 (the "Plan"), and has subjected all of said lots to this Declaration of Covenants, Conditions, Restrictions and Easements for Colley Hill Estates to be recorded in the Cumberland County Registry of Deeds;

WHEREAS, the Declarant, being about to sell and convey lots in said subdivision, desires to assure to said purchasers and their heirs, successors, and assigns owning such lots, the use, benefit and enjoyment of said lots in accordance with a harmonious plan, and to this end desires that said lots in said subdivision shall be subjected to certain restrictions, reservations, servitudes, covenants, agreements and easements as hereinafter set forth;

WHEREAS, it is the intent of the Declarant that the subdivision be an environmentally sound development, that residences be built and constructed in accordance with sound energy conservation principles, and that the development be in ecological and aesthetic harmony with the environment and the neighborhood.

NOW THEREFORE, in consideration of these promises, the Declarant hereby declares that the property described on said Plan is and shall be held and shall be conveyed subject to the restrictions, reservations, servitudes, covenants, agreements and easements as set forth in the various clauses of this Declaration, to apply to such lots, which Declaration is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and the purchasers of said lots, their heirs, successors and assigns, and being binding upon all the land described on said Plan, to wit:

ARTICLE A. GENERAL RESTRICTIONS

Each of the lots 1 through 16 in Colley Hill Estates shall be subject to the following covenants and restrictions which shall run with the land:

1. Residential Use: No lot shall be improved or used except for residential purposes, unless approved by the Declarant. No temporary structure, mobile homes, or tents shall be used as a residence. No lot shall be further subdivided without prior written approval of the Gray Planning Board and the Declarant. No temporary structure, house trailer, tents, shacks or carports shall be kept, maintained or stored on any part of any lot or parcel. *The premises shall be used only for residential and ancillary purposes and, no commercial, industrial, business, professional use or enterprise of any nature or description shall be carried on at the premises, unless (a) its conduct on the premises is wholly within the residence located on the lot, (b) it has no employees other than the owner and family members on the lot, and (c) its advertising is limited to no more than one sign on each lot, which sign shall not exceed two (2) square feet in size.*

2. Primary Structure: No structure shall be erected on any lot except a residential dwelling building with a garage and open porches, except in instances when Declarant shall give prior permission to the contrary in writing. Any barns, sheds or outbuildings of any nature shall be built of style and material similar to the dwelling structure.

3. Compliance with Ordinances: All construction activities, including the siting of buildings, shall be in accordance with all local and state laws, codes, ordinances and regulations.

4. Maintenance: All lots and buildings thereon shall be maintained in a neat, attractive manner and kept in good repair.

5. Animals: No livestock, animals or poultry, other than household pets shall be kept, maintained or allowed on any of the lots.

6. Vehicles: No house trailer, business or commercial vehicle or vehicles of similar nature shall be brought upon, or maintained or be permitted to remain on any lot except a business vehicle normally used by a lot owner in his or her occupation. No stripped or junk vehicles shall be placed or maintained on any lot. No more than one unregistered motor vehicle may be kept upon lot at any given time.

7. Nuisances: No owner of a lot shall do or permit to be done any act upon the lot which may be, or is, or may become a nuisance as defined by state or local law, ordinance or regulation.

8. Construction: When the construction of the buildings on a lot is once begun, work thereon must proceed diligently and must be completed within a reasonable time. All houses and other structures shall be completed on the exterior within one (1) year from start of construction, including two coats of paint, stain or varnish on any exterior wood surface. Exterior walls must be finished with siding materials compatible with the neighborhood. No building shall be occupied until an occupancy permit is granted. The prohibitions contained in paragraphs 1 and 6 herein shall not be construed to prevent the

use of trailers, vehicles or temporary structures during the period of actual construction in connection with said construction.

9. Architectural Review: Prior to the construction of any building, the lot owner shall submit to Declarant the following: (a) a site plan showing the location on the lot of the dwelling, the garage, the driveway, and all walks, patios, landscaping and any proposed tree cutting, (b) floor plans for the dwelling(s) and (c) elevation plans showing all facades of all buildings on the lot. Declarant shall approve such plans within 15 days of receipt. In the event Declarant does not notify lot owner of Declarant's decision on the plans within 15 days of receipt, the plans shall be deemed approved.

10. Trash: No lot shall be used or maintained as a dumping ground for rubbish, trash, junk, cuttings or other refuse. Trash, garbage or other waste shall be kept in sanitary containers. Such containers shall not be visible from the street or from any other lot, except for limited periods coincident with trash collection.

11. Miscellaneous: Clotheslines, pet runs, pet shelters, equipment, storage sheds and fuel tanks shall be kept a minimum of twenty (20) feet from any property line and to the rear of dwellings, excepting lot 16 which shall be excluded from this paragraph 11.

12. Wires: All telephone and electric wires and other utilities within the boundaries of each lot shall be laid underground at the expense of the owner of such lot.

ARTICLE B. EASEMENTS

1. The lots shall be sold subject to all easements identified and depicted on the Plan, including but not limited to the following:

a. Detention Pond Easement: There shall be one (1) detention pond easement as depicted on the Plan. Said detention pond shall be maintained by the owners of the burdened lots as designed and constructed by the Declarant to allow for the orderly collection and distribution of surface and stormwater runoff as part of the overall surface drainage system for the Subdivision.

b. Utility Easements: Utilities shall include electrical power, natural gas, telephone and cable television.

c. Drainage Easements: Drainage easements as depicted on the Plan shall be part of the overall drainage system for the lots and roadways within the Subdivision. The drainage easements shall be maintained by the owners of the burdened lots to allow the continued unrestricted movement of surface and stormwater runoff.

d. View Easements: All of the lots, with the exception of lot 7 and lot 15, are subject to and/or benefited by the various view easements shown as "view corridors" on the plan entitled "View Corridors Plan, Colley Hill Estates" recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 245 ("View Plan"). The owners of those lots benefited by the view easements shall enjoy the privilege of a view easement over the lots subject to the view easements to permit their view of Mount Washington. No structures or objects are permitted within the view corridors on any lot except as set forth on the View Plan. No vegetation within a view corridor shall be more than ten (10) feet in height nor shall it obstruct the view corridor of any benefited lot to Mount Washington. The owner(s) of each lot benefited by the view easement shall have the limited right, at his, her or their own expense, to cut down completely and/or trim that portion of the vegetation as exceeds ten (10) feet and are within that particular lot's view corridor. The owner(s) shall first consult with the owner(s) of the burdened lot(s) in an effort to agree upon the extent of cutting. In the event an agreement can not be reached, the owner(s) of the lot benefited by the view easement may use his, her or their discretion in removing said vegetation. The owner(s) of the benefited lot shall be responsible for removing within a reasonable time all cut vegetation, trees, branches or debris (unless the owner(s) of the burdened lot request that such material be left on the burdened lot). Any damage caused to the burdened lot(s) shall be repaired by the owner(s) of the benefited lot in a manner such to return it to its original condition, as much as reasonably possible. The owners of the benefited lot and its agents shall have the right to enter upon said burdened lot for said purposes.

2. Scope of Easements. All lot conveyances in the Subdivision shall be and hereby are subject to the reservations by Declarant, its successors and assigns, of the benefits and burdens of all easements referenced herein, together with the following rights, which shall supplement and shall not replace and other rights of record:

a. To install, relocate, modify, repair and maintain improvements incident to any subject easement, including without limitation, removal of vegetation and excavation. Such improvements shall be installed and maintained in the most attractive fashion practicable, and reasonable effort shall be made to restore any such area to its original conditions following a disturbance of an easement area incident to a permitted activity. Such restoration shall be conducted in a timely and workmanlike manner entirely at the expense of the party causing any such disturbance of the easement area.

b. Maintain access to and through any subsequent easement consistent with the purpose of such easement.

c. Conduct any other activity related to or within the scope of any specific type of easement.

ARTICLE C. GENERAL PROVISIONS

1. Binding Effect: Each of the provisions set forth in Article A of this Declaration shall continue and be binding in perpetuity, subject to change from time to time, as provided below. Until such time as Declarant no longer owns any of the lots in Colley Hill Estates, Declarant retains the right to amend the provisions set forth in Article A, subject to Gray Planning Board approval. Thereafter, any said changes shall require the consent of sixty-six percent (66%) of the lot owners, subject to Gray Planning Board approval.

2. Rights of Declarant: The Declarant shall be Colley Hill Associates, or its successors or assigns, that owns one or more lots upon which residences have not been erected. Until such time as Declarant no longer owns any of the lots in Colley Hill Estates, the Declarant reserves the right to:

a. Waive, change or cancel all or any of the size, number and location of lots, restrictions, covenants, easements, drainage easements, road right-of-way, layout and location of any lot, subject to Gray Planning Board approval; thereafter, any said changes shall require the consent of sixty-six percent (66%) of the lot owners in addition to Gray Planning Board approval, notwithstanding any of the foregoing, no change shall be made to the view easement benefiting lot 16. The change or changes shall be effective upon the recording of any amendment to this Declaration and/or the filing of a modified subdivision plan indicating the changes made.

b. Locate on the premises, even though not depicted on the Plan, 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.

c. Connect with and make use of utility lines, wires, pipes and conduits, located on any lot, for construction and sale purposes, provided that the Declarant shall be responsible for the cost of the service so used.

d. Place "For Sale" signs or other signs to aid in the marketing of any unsold lots and dwellings thereon.

3. Enforcement: These covenants, easements and restrictions are imposed as part of a general scheme for the protection and benefit of the Declarant and each subsequent owner of a lot in the Subdivision.

The provisions herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant, or its successors or assigns, the Town of Gray and each owner or owners of any of the above land from time to time shall have the right, but not the obligation, jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the

breach of, or to enforce the observance of, the provisions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages and the right to collect attorney's fees associated with the need to bring said suit. In no event shall the failure of Declarant, or its successors or assigns, and such owners to enforce any of the provisions herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any continuing or subsequent violation.

4. Assessment Lien: Assessments and other proper charges associated with the maintenance obligations set forth within this Declaration that are authorized and billed by the lot owners shall be a charge on the lot and shall be a continuing lien upon the lot upon which such assessment is made. If the assessment to a lot owner is not paid within thirty (30) days after the due date, then said assessment shall become delinquent and shall, together with interest at the rate of one percent (1%) per month, or any portion thereof, costs of collection and reasonable attorneys' fees, become a continuing lien on the lot owned by the delinquent lot owner which lien shall bind the lot, with the buildings and improvements thereon, as well as the delinquent lot owner, heirs, devisees, successors, personal representatives and assigns. Said lien may be enforced in the same manner as a lien for assessments against condominium units provided in the Maine statutes, as the same may be amended. Said lien for unpaid assessments shall be prior to all of the liens and encumbrances on the lot other than mortgages recorded before the date on which the assessment which is sought to be enforced becomes delinquent and liens for real estate taxes and other governmental/municipal assessments or similar charges against the lot. All such charges in addition to being a lien, shall also constitute the personal liability of the owner of the lot so assessed at the time of the assessment. This paragraph 4 of Article C shall only apply to lots 1-15 on said Plan.

5. Evidence of Compliance: Any consent making changes permitted above shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Cumberland County Registry of Deeds. Upon and after the effective date of any such change or changes, it or they shall be binding upon the lots subject to this Declaration and all persons then owning said lots in Colley Hill Estates and shall run with the land and bind all persons claiming, by through or under any one or more of them.

6. Separate Provisions: If any part or provision of this Declaration shall be held invalid or unenforceable by a Court of Law, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

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IN WITNESS WHEREOF, Colley Hill Associates has caused this Declaration to be executed by Michael Cobb, its president thereunto duly authorized, this 6th day of June, 2000.

COLLEY HILL ASSOCIATES

By: [signature]
Michael Cobb, its President

STATE OF MAINE
CUMBERLAND, SS.

June 6, 2000

Then personally appeared the above-named Michael Cobb, President of Colley Hill Associates as aforesaid, and acknowledged the foregoing instrument to be the free act and deed or the corporation and his free act and deed in said capacity.

Before me,

[signature]
~~Notary Public~~/Attorney at Law
Terry N. Snow

RECEIVED
RECORDED REGISTRY OF DEEDS
2000 JUN -6 PM 3:05
CUMBERLAND COUNTY
John B O'Brien