DECLARATION OF RESTRICTIONS AFFECTING
PROPERTY OF MAINE WOODLAND PROPERTIES
COBBLE HILL SUBDIVISION
IN THE TOWN OF PARIS
COUNTY OF OXFORD AND STATE OF MAINE

THIS DECLARATION dated this 9th day of October, 1990, by MAINE WOODLAND PROPERTIES, a Maine Corporation organized and existing under the laws of the State of Maine, with a place of business at Portland, in the County of Cumberland and State of Maine, hereinafter referred to as the Grantor.

WITNESSETH:

WHEREAS, the Grantor has subdivided certain lots or parcels of land in Paris, Maine specifically described as those lots as depicted on Plan prepared for Maine Woodland Properties by Reed Surveying, Inc. dated March 20, 1989 and recorded in the Oxford County Registry of Deeds, Eastern District in Plan Nos. 2632 through and including 2640; which the Grantor proposes to develop and improve in accordance with said Plan, and

WHEREAS, the Grantor, intends to sell and convey lots from said Plan but desires to assure to said purchasers and their several heirs, successors, and assigns owning such lots, and their tenants, employees and guests, the use, benefit and enjoyment of said land in accordance with a harmonious plan, and to this end desires that certain parts of their lands may be subjected to certain restrictions, reservations, servitudes, covenants, agreements and easements as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the Grantor hereby covenants and agrees with the purchasers of the lots on said Plan and each of them that the property described on said Plan is and shall be held and shall be conveyed subject to the restrictions, reservations, covenants, conditions, servitudes, and easements set forth in the various clauses of this Declaration, which it is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Grantor, its successors and assigns, and the several purchasers, their heirs, successors and assigns, and binding upon all the land described on said Plan, to wit:

COMMON EASEMENTS:

The conveyance of a lot in the Cobble Hill Subdivision includes a common right of way for all purposes over all roadways now or hereafter laid out in the Subdivision. Any entrance onto lots from said roadways shall be constructed and maintained solely by the Grantee, and if the construction of such entrance, or after initial construction, if the maintenance of such entrances interferes with surface drainage along any such roadway, then the Grantee shall install, maintain and keep clear, an adequate culvert, at least 12 inches in diameter. Grantee acquires no right to make improvements within the limits of roadways, which may be relocated, regraded, and/or improved within their limits at any time, without liability to Grantor or the Organization.

COVENANTS AND USE RESTRICTION:

Each lot conveyed in the Cobble Hill Subdivision shall be subject to the following covenants and restrictions which shall run with the land:

1. COMMERCIAL USES PROHIBITED: No lot shall be used for any commercial purpose whatsoever, but solely for private residential purposes. This restriction shall not be construed to prevent rental of any home on said lot for private residential purposes, or to prevent on individual lots owner conducted home occupations in the dwelling unit on the lot which shall be clearly incidental and subordinate to its useful residential purpose. Not more than 20% of the floor area of the dwelling unit shall be used in the home occupation. Examples of home occupations are craft work and artistic endeavors.

2. ONE HOUSE ONLY: No more than one principal residential building designed for single family use shall be maintained on any single lot at any one time with no more than one private garage or car port, and no other buildings shall be maintained without express written approval from the organization, which approval will not ordinarily be granted.

3. SETBACKS: No building shall ever be erected on any lot within 50 feet of Road R.O.W.; and not within 20 feet of any other exterior line of such lot; provided however, that while two or more adjacent lots are owned by the same party, this restriction shall

apply only to the exterior sidelines of the entire group of adjacent lots held by the same owner.

4. BUILDING REQUIREMENTS: (a) All structures erected on any lot shall have as exterior finish, clapboards, shingles, masonry, or other quality finish, with no tar paper, tarred shingled, or other types of tarred siding allowed. (b) All structures erected on any such lot shall be promptly and expeditiously completed as to their exteriors, including paint, stain or varnish or any exterior surfaces above the foundation, within 18 months after construction is commenced.

5. EXTERIOR APPEARANCE: Each lot and all improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance at all times. No unregistered motor vehicles, junk or debris shall be stored on the premises; should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth. No outdoor fires shall be permitted, without proper burning permit. No activity shall be permitted on any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. A lot owner shall not build or re-grade so as to interfere with the natural drainage of surface water, if any, without installing suitable culverts or other drainage facilities, adequate to handle seasonal water run-off, and so designed as to discharge surface water from the lot in the same area and direction as would have naturally occurred before such improvements.

6. PLUMBING: All plumbing, sanitary facilities, and private water supplies shall conform to all applicable Federal and State laws and local ordinances.

7. SIGNS: No signs or other advertising devices shall be exhibited on any lot , save for a single neatly kept sign, with not over 200 square inches of surface area, identifying the occupant(s).

8. ANIMALS: No animals or fowl shall be kept on the premises except ordinary household pets, regularly housed within the home.

9. TRAILERS AND TENTS: No house trailers, camping trailers, travel trailers, tents or other form of mobile or temporary residence of any type or description shall be kept on the premises in excess of 120 consecutive days in any 12 month period.

10. MOBILE HOME: There shall be no permanent mobile homes placed or stored on any lot.

11. ROAD MAINTENANCE ORGANIZATION: (a) By acceptance of this deed, the Grantees, their heirs, personal representatives, and assigns, shall become a member of the Cobble Hill Road Maintenance Organization, a nonprofit, nonstock corporation, duly organized and existing under the laws of the State of Maine and shall be subject to the By-Laws, rules, and regulations of said Organization. This Organization has been formed primarily to maintain the roads in the subdivision. The term road maintenance shall mean the obligation to plow roads in the subdivision at the request of one or more members of the Organization. These obligations shall be assumed by the Organization after seventy-five percent (75%) of the lots in the subdivision have been sold to Maine Woodland properties. The Organization shall have the right to levy an assessment or charge for these and other Organization expenses which shall run with and bind the land herein conveyed and shall be binding upon the Grantee or Grantees, his, her, their, or its heirs, personal representatives, successors and assigns. This assessment or charge shall constitute a debt which may be collected by suit or action in any court of competent jurisdiction and shall constitute a lien or encumbrance on the land herein conveyed until paid. The lien hereby reserved and described shall however, be at all times subordinate to the lien of any bonafide mortgage of any of the land herein conveyed, to the end and intent that the lien or any such mortgage shall be paramount to the lien for the charge herein imposed, and provided further, that such subordination shall apply only to the charges or assessments that shall become payable prior to the passing of title under foreclosure of such mortgage or acquisition of title by deed in lieu of foreclosure; and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after foreclosure of such mortgage by sale or otherwise, or after conveyance in lieu of foreclosure.

(b) The Organization shall be responsible for the maintenance of the roadways, in the subdivision and the other obligations set forth above. After 75% of the lots have been sold by Maine Woodland Properties, Maine Woodland Properties shall forthwith call a meeting of the lot owners in the Organization in order to accomplish the orderly transition of these responsibilities from the developer to the Organization.

12. FURTHER SUBDIVISION: No lots shall be further subdivided.

These restrictions may be enforced by Maine Woodland Properties, Cobble Hill Road Maintenance Organization, and individual lot owners in the subdivision who shall be entitled to proceed at law or in equity against anyone who violates these restrictions and shall further be entitled to attorneys fees and court costs incurred in proceedings brought to seek compliance with these restrictions.

IN WITNESS WHEREOF, Maine Woodland Properties has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Michael T. Emmons, its Vice President thereunto duly authorized this 9th day of October, 1990.

MAINE WOODLAND PROPERTIES

By Michael T. Emmons
Michael T. Emmons
Its Vice President

STATE OF MAINE,
CUMBERLAND, SS.

October 9, 1990

Personally appeared the above-named Michael T. Emmons, Vice President of said Maine Woodland Properties and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Notary Public
JACQUELYN M KURZ
Attorney at Law

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RECORDED REGISTRY OF DEEDS
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OXFORD COUNTY
Jane C Bush