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Debra L. Anderson
Register of Deeds

DECLARATION OF KIMBALL FARM ESTATES OWNERS ASSOCIATION WITH COVENANTS, RESTRICTIONS AND CONDITIONS

This Declaration is made and executed by **Bob Caron & Sons Development Corp.**, a Corporation duly organized and existing under the laws of the State of Maine (hereinafter referred to as "Declarant"), for the purposes and upon the terms and conditions hereinafter set forth:

1. RECITALS. Declarant is the owner of certain lots of land, together with common areas and roadways, all as set forth below ("Premises"). The Declarant desires to provide for the preservation of the character and value of said community and to create an Association for the purposes of administering the common area, if any, of the Premises, Roadways, and Wooded Storm Water Buffer Easement ("WSBE") and imposing and enforcing the covenants and restrictions herein set forth herein.

2. PROPERTY. The Property subjected to this Declaration consists of the property shown on a Plan entitled "Subdivision Plan 'Kimball Farm Estates', Trout Brook Road, Arundel & Lyman, Maine" dated May 11, 2006, and "Easement and Buffer Plan 'Kimball Farm Estates', Trout Brook Road, Arundel & Lyman, Maine" both recorded with the York County Registry of Deeds in Plan Book 315, at Pages 34+35 ("Plans") (said Plans shall be referred to hereinafter as "Plan", and the property depicted on said Plan may be referred to at times herein as "Premises").

3. ASSOCIATION. The name of the Association shall be "Kimball Farm Estates Owners Association." The Association shall be a non-profit corporation. Upon incorporating as a non-profit corporation, the requisite By-laws shall be adopted by the Association members.

4. PURPOSES AND POWER. The Association is organized and will be operated for the purpose of administrating common areas, WSBE, and roadway areas shown on the Plan, including without limitation, maintenance and preservation of the same, and enforcement of all covenants and restrictions set forth herein or on the Plan. It shall have the power to enforce the terms, conditions and restrictions hereinafter set forth, including, without limitation, collecting and disbursing the assessments and charges as hereinafter provided and taking such other actions as are deemed necessary and proper to fulfill its purpose. It shall have the power to promulgate rules and regulations and to take such actions and fulfill such other purposes as voted by the members. Without limitation, the Association shall be responsible for providing the following services, the expenditures for which shall be chargeable on dues:

(a) Removal of snow from the Common Areas including, roadways and sidewalks (if any), and

(b) Maintenance and repair of Stormwater Management Facilitites in accordance with the Inspection and Maintenance Plan attached hereto a Exhibit A; and

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(c) Maintenance and repair of the general drainage system including, without limitation, the areas designated as WSBE in accordance with the notes on the Plan as defined and regulated by provisions 5 herein; and

(d) Maintenance and repair of roads and sidewalks, if any; and

(e) Collection and removal of refuse and rubbish from the Subdivision.

5. STORMWATER MANAGEMENT. Reference is made to areas shown as Wooded Stormwater Buffer Easements on The Plan ("WSBE" on the Plan and "Restricted Buffer Area" herein). Pursuant to the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of Rules ("MDEP") promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules") the Declarant hereby declares that the Restricted Buffer Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The Restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed or conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

a. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.

b. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;

c. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:

(i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees "is defined as maintaining a minimum

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rating score of 24 points in any 25 foot by 50 foot square (2500 square feet) area, as determined by the following rating scheme:

Diameter of tree at 4 ½ feet Above ground level	Points
2 - 4 inches	1
4 - 8 inches	2
8 – 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

(ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be distributed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;

d. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;

e. No trucks, cars, dirt bikes, ATV's, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area.

f. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

g. Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

h. The MDEP may enforce any of the Restrictions set forth above.

6. DURATION. The Association shall commence its existence upon the execution hereof and shall remain in full force and effect whether unincorporated or incorporated, in perpetuity unless sooner terminated by vote of the members as set forth below. Any termination

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shall require Planning Board approval from the Town of Arundel, which approval shall address assumption of the obligations hereunder.

7. MEMBERSHIP. Every person who is an owner of a lot shown on the Plan shall be a member of the Association. Acceptance of a deed to any lot or property on the Plan shall have the effect of making that person a member in the Association without regard to whether or not said membership is provided for specifically in the deed of conveyance. For purposes of this paragraph, owner of a lot on the Plan is not intended to include those parties who hold title merely as security for the performance of some obligation, provided that certain Eligible Mortgage Holders shall be entitled to specific rights as set forth herein.

8. VOTING RIGHTS. The Association shall have one class of voting membership whether incorporated or not. Members shall be entitled to one vote for each Lot owned by that party, excepting the Reserved Declarant Rights, below. When more than one person holds ownership to a Lot, or if ownership is held in a manner other than as an individual, then only one vote shall be cast with respect to any said Lot, and the Association shall have the right to require that any Lot owner or owners execute and deliver to the Association a Certificate of Vote, which authorizes one party to cast said vote, which Certificate shall be conclusively binding upon all ownership interests in said Lot.

9. RESERVED DECLARANT RIGHTS. The Declarant shall hold and be considered the owner of all voting rights in and to the Association from the date of execution of this Declaration until the sale of the NINTH (9^{th}) Lot at which time the voting rights shall vest immediately in the Lot owners. The Declarant may, at any time release said voting rights to some or all of the then current lot owners and, in any event agrees to consult with Lot Owners on any major decisions. The Declarant reserves the right to change any of the provisions hereof, including the covenants, restrictions, and conditions, without vote by Lot Owners until the sale of the NINTH (9^{th}) Lot. During control period of the Declarant, the Declarant shall be responsible for maintenance and control of the common area.

10. EXECUTIVE BOARD. The members may adopt By-laws which specify the operation on management details of the Association as set forth above. Until the Declarant releases its voting rights in and to the Association or termination of those rights two (2) years after the sale of the last Lot, the Declarant shall control the Association including the Executive Board as set forth below. After the Declarant has released its Declarant's rights or the same terminate, the Association shall be governed by an Executive Board consisting of three (3) persons, all of which shall be lot owners. The initial Executive Board shall be appointed to the position by the Declarant and shall serve for a period of one (1) year after the initial appointment. Thereafter, the members of the Executive Board shall consist of three (3) members elected by the majority vote of the membership. The Executive Board shall have full authority to take all actions necessary for the administration of the affairs of the Association and shall have all powers and duties to do all such actions and things as are necessary and proper to be done to effectuate the purposes hereof. Unless otherwise specified herein, the vote of the Executive Board is binding upon all members of the Association and any one Executive Board member shall have the power to bind the entire Board after a proper vote or approval has issued from the

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Board. All members agree to indemnify and hold Executive Board members harmless from any and all actions taken in good faith pursuant hereto.

11. ASSESSMENTS. The owners of Lots covenant and agree to pay as dues to the Association such sums per year which are levied pursuant to an annual assessment or special assessment. The annual assessment shall be based upon a proposed budget which shall be reduced to writing by the Executive Board by January 15th of each year. The total amount of said budget shall be divided by the number of lots and each member shall be obligated to pay to the Association their assessment for total Lots owned on or before February 15th of each year. Failure of the Executive Board to promulgate or distribute a written budget shall not invalidate the Association's assessments to members. Regular annual assessments shall require a majority vote of Lot owners entitled to vote and Special Assessments shall require 75% majority of votes entitled to be cast. Both annual and special assessments are to be used for the accomplishment or fulfillment of the purposes and objects of the Association as stated herein. All special assessments are due and payable within 30 days of receipt of the special assessment invoice.

12. LIEN FOR ASSESSMENTS. The assessments authorized hereunder or pursuant to any By-laws promulgated pursuant hereto shall be a charge on the lots shown on said Plan and shall be and constitute a continuing lien upon the lot of the member against whom, such assessments are levied, including any buildings or improvements thereon. If such assessments are not paid in a timely fashion then said sums shall be deemed delinquent and the Association shall, in any event, have the right to charge interest and late fees on said sums at such rate and in such amounts as determined by the Executive Board. Additionally, the Association shall be entitled to collect all costs of collection, including reasonable attorneys' fees, pursuant to the collection of any delinquent sums. In the event any sum assessable to a lot shall become delinquent, the Association may bring an action at law against the member obligated to pay the same or foreclose the lien against such member's lot or lots. Such foreclosure process shall be the same procedure as for foreclosure of a mortgage pursuant to Title 14 of M.R.S.A. which statutes are incorporated herein by reference.

13. ELIGIBLE MORTGAGE HOLDERS. An eligible Mortgage Holder shall be defined as any Mortgage Holder whose lien affects property shown on the Plan and who gives notice in writing to the Association by forwarding a copy of their Mortgage instrument. The lien referenced above for delinquent assessments shall under no circumstances supersede the lien of an Eligible Mortgage Holder who has recorded their Mortgage instrument prior to the recording of a Notice of Lien. Every eligible Mortgage Holder shall be entitled to written notice of any delinquencies pertaining to the lot upon which they hold a Mortgage, but failure to so notify an eligible Mortgage Holder shall not invalidate the lien.

14. AMENDMENT. Subject to the Reserved Declarant Rights, this Declaration shall be amended only by a written instrument and any amendment shall require a majority vote equal to or greater than 2/3 of the votes entitled to be cast at any one meeting, provided that no Amendment shall be inconsistent with the Arundel Ordinances or the Arundel Planning Board approval of this subdivision. Any such Amendment shall be recorded at the York County Registry of Deeds and a copy sent to the Town.

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15. COVENANTS, RESTRICTIONS AND CONDITIONS. Premises are hereby subjected to and will be conveyed with the following covenants, conditions and restrictions, which shall be considered as real covenants running with the land, to be binding upon the within Declarant, its successors and assigns, and the all Lot owners, their heirs and assigns, and enforceable in law or equity by the within Declarant, its successors and assigns, the Association, or by the owner of any Lot within the subdivision of which the subject premises form a part:

a. Said Lot shall be used for residential purposes only, and shall not be occupied by more than one residential unit. Said residential unit shall include no buildings or structures other than the following, vis: one detached dwelling house designed as a residence for one family, with related structures such as barns, suitable garden structures, including a greenhouse, a swimming pool and such additional structures as shall from time to time be used in connection with single family houses situated in similar neighborhoods. No building or structure of any kind except for the afore-mentioned residential structures shall be erected, used, maintained, or allowed to stand on said Lot. Tennis courts shall only be allowed if located and constructed to minimize noise.

b. Buildings or additions or other structures of any kind shall be not erected, including swimming pools or other recreational facilities, and no fences shall be placed or allowed to stand upon said property until the plans, specifications and locations thereof shall have been approved in writing by the Grantor, his successors and assigns, or by his duly authorized agent.

c. That all sewerage and septic waste disposal shall be undertaken in conformity with applicable State and Local authorities.

d. That no manufacturing or commercial activity, or business of any nature shall be conducted upon said premises, excepting only activities that are passive in nature and do not generate any related pedestrian or vehicular traffic.

e. The keeping of animals, poultry, swine or livestock shall not be permitted. Household pets shall be allowed.

f. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence, either temporarily or permanently, on any Lot.

g. Any chimneys located on the exterior of the house shall be of brick or stone construction or be appropriately encased with wood. No cinder block chimneys are allowed on the exterior of the house.

h. Except as approved by The Association, no sign of any nature or description shall be displayed or placed upon any part of the premises except for signs whose total area does not exceed one (1) square foot (1' x 1') giving the name of the occupants, and the street name and number of the premises, and except for a "For Sale" sign referring only to the premises, not to exceed four (4) square feet in size.

i. Except as approved by The Association and to reduce fragmentation of wildlife habitat and avoid hindering wildlife passage through the premises, no fences or free standing walls exceeding four (4) feet in height shall be erected on the premises except if required by local ordinances or if a boundary line of the premises is also an exterior boundary line of the entire development. The location,

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construction, and material for any fences shall be subject to prior written approval of the Declarant as set forth above.

j. When the construction of the buildings on the premises is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction, except in the case of an unfinished level to be completed at a later date.

k. No Owner of a Lot shall do or permit to be done, any act upon the Property which may be or is, or may be come a nuisance or unreasonable interference with another Lot Owner.

l. No cutting, trimming, or other disturbance or alteration of any trees or existing vegetation under three feet in height, shall be permitted on those parts of the premises lying within the WBSE, the Resource Protection Zone as defined in the municipal ordinances, except for selective trimming and pruning of tree branches in conformance with all applicable municipal and state regulatory constraints. No trees larger than five (5) inches diameter measured at a height of four (4) feet from the ground shall be cut, trimmed or altered in any fashion if located within 50 feet of a roadway, Street or Lot line, without prior written consent of the Grantor or the Association. Any cutting shall be in conformance with all applicable municipal and state regulatory constraints.

m. No lot may be further divided by any means.

n. No wetland areas or WSBE areas as shown on the approved Final Subdivision Plan shall be disturbed.

o. Any and all construction activities or other soil disturbance on the Premises shall utilize erosion control measures which conform to the current standards contained in the Maine Erosion and Sediment Control Best Management Practices Handbook published by the Maine Department of Environmental Protection.

p. All Lots are conveyed subject to the notes and restrictions set forth on the plan approved by the Arundel Planning Board and/or Plans.

q. McKenzie Way as shown on the Plans is to be used only for "destination passage" meaning to exclude recreational or other uses that constitute a nuisance or other disruptive activity that precludes the quiet enjoyment by all Lot Owners.

By acceptance of a deed to the Lot, the Grantee, its heirs, successors and assigns agree to be bound hereby. The aforesaid covenants and conditions shall run with the land. They are imposed upon these premises for the benefit of the remaining land of the Declarant, as well as for the benefit of any and all persons owning land shown on said plan and holding a deed with similar covenants or restrictions given or to be given by the Declarant, his successors and assigns; that in all future conveyances of land situated on the plan herein referred to will contain substantially similar restrictions; and it is further understood, covenanted and agreed that said restrictions, covenants and conditions are intended as equitable servitudes upon each and every parcel of land affected, and that each Lot owner, its heirs, successors and assigns, shall have full right, in common with the Declarant, his successors and assigns, as well as the Association. to enforce the same, insofar as the same are enforceable, by any applicable legal process or in any other lawful manner. The erection and use of any structure or the occupation of the land hereby conveyed contra to these conditions and restrictions, or any part of them, shall be conclusively

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deemed a nuisance for which the Declarant, his successors and assigns, other Lot Owners, or the Association, may have remedy by due process of law or may, at its option, by its agents, enter and remove and abate such nuisance at the expense of the Lot Owner, its successors and assigns, without being responsible for trespass therefor. The Association shall have the power to levy fines for violations of the Covenants, Restrictions and Conditions.

IN WITNESS WHEREOF, Bob Caron & Sons Development Corp., has caused this instrument to be executed by Robert L. Caron, its President thereunto duly authorized, as of this 29th day of November, 2006.

Bob Caron & Sons Development Corp.
("Declarant")

WITNESS

By: Pres
Robert L. Caron, its President
thereunto duly authorized

STATE OF MAINE
COUNTY OF YORK

November 29. 2006

Then personally appeared before me the above-named Robert L Caron, in his capacity as President of Bob Caron & Sons Development Corp. and in his said capacity acknowledged the foregoing instrument to be the free act and deed of the said Corporation.

Notary Public/Attorney at Law
C. WESLES CROWELL

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EXHIBIT A

Stormwater Management Facilities
Inspection and Maintenance Plan

Kimball Farm Estates
Trout Brook Road, Arundel, Maine

The stormwater management facilities proposed for this subdivision comply with Maine DEP's chapter 500 Stormwater Management Regulations by providing measures to specifically treat the runoff from the impervious road surface and adjacent areas. In this application treatment is emphasized rather than detention for flow control.

The measures and facilities include:

(1) Drainage swales adjacent to the subdivision road;
(2) Culverts beneath driveways and subdivision road;
(3) Vegetated buffers that treat stormwater by allowing even drainage over the surface.

The drainage swales are largely stabilized with grass vegetation. Rock dams have been placed at periodic intervals depending on the slope of the swales to mitigate high velocities. The swales will direct flow to one of five stone bermed level lip spreaders where the flow will be evenly distributed over undisturbed forested buffers.

Periodic inspection and maintenance of these Stormwater Management Facilities are necessary to prevent erosion, protect roadways and other paved areas, and remove pollutants from stormwater runoff.

The various aspects of the plan are noted below:

A. List of Measures – Stormwater management measures to be inspected and maintained.

a. Roads
b. Swales
c. Culverts
d. Vegetated Buffers

B. Inspection and Maintenance Tasks – Tasks specific to each measure listed above.

a. Roads
    i. Sweep roadways to maintain clean condition.
    ii. Observe integrity of pavement and gravel shoulders
b. Swales
    i. Maintain a healthy and thick grass cover
    ii. Mow the vegetation

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iii. Maintain the rock dams
iv. Observe development of erosion and buildup of silt behind the rock dams.

c. Culverts
   i. Inspect and clear debris, vegetation from culverts to insure free flow conditions.
   ii. Inspect and maintain stone riprap aprons.

d. Vegetated Buffers
   i. Construction Stage
   ii. Post-Development Stage

C. Task Frequency – Required frequency of each inspection and maintenance task.

a. Roads
   i. Sweep roads each Spring to remove any sand accumulations remaining from wintertime sanding operations.
   ii. Observe and record structural integrity of the road and gravel shoulders annually.

b. Swales
   i. Remove debris on regular basis as observed.
   ii. Mow swales monthly during growing season to maintain grass heights less than 12 inches.
   iii. Seed as necessary to maintain healthy vegetated cover.
   iv. Remove silt buildup in front of rock dams when observed to be greater than 2 inches deep.

c. Culverts
   i. Inspect culverts annually and clear debris and vegetation as necessary.
   ii. Inspect stone aprons annually

d. Vegetated Buffers
   i. Construction Stage
      1. Pre-construction stakeout of buffers to define the Limits of Disturbance (LOD).
      2. Set LOD based on drip-line of the forested buffer.
      3. conduct pre-construction meeting to familiarize contractors and foremen with LOD and buffer limits.
      4. Mark the LOD with silt fence barrier, signs or other methods to exclude construction equipment.
   ii. Post-Development Stage
      1. Mark buffer boundaries with permanent signs (or fences) describing allowable uses.
      2. Educate property owners/homeowners associations on the purpose, limits ad allowable uses of the buffer.
      3. conduct periodic "buffer walks" to inspect the condition of the buffer network (using volunteers, where possible).

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D. Responsible Parties

a. The Homeowners Association will be responsible for the maintenance of these facilities. It will have the power to contract to complete the tasks mentioned above.

b. SGC Engineering, LLC is responsible for the design of the erosion control measures and stormwater management measures proposed for the site.

SGC Engineering, LLC
501 County Road
Westbrook, Maine 04092
Phone: (207) 347-8100
Fax: (207) 347-8101
JRIORDAN@sgceng.com

E. Specific Aspects of Vegetated Buffers

a. Buffers should be inspected annually for evidence of erosion or concentrated flows through or around the buffer. All eroded areas should be repaired, seeded and mulched. A shallow stone trench should be installed and maintained as a level spreader to distribute flows evenly in any area showing concentrated flows.

b. Buffers should not be traversed by all-terrain vehicles or other vehicles. Activities within buffers should be conducted so as not to damage vegetation, disturb any organic duff layer, and expose soil.

F. Specifications of Swales and Paved Areas

a. Swales and paved areas are easily inspected during a site walk or even a ride-by. Since visual inspection is easy, their condition should be assessed during and/or after significant rainfall events such as thunder showers and periods of heavy or extended rainfall and during periods of significant snowmelt. Any damage or unusual condition such as sedimentation of a swale, erosion, or dying vegetation should be recorded, dated and initialed by the inspector when observed. Even if there is no damage, the inspector should make record of these inspections at least twice annually.

b. Paved areas should be visually inspected monthly during the winter.

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Kimball Farm Estates Lyman & Arundel, Maine
INSPECTION / MAINTENANCE LOG
FACILITY: Mckenzie Way Roadside Swales Buffers 1-5
ACTION: I: INSPECTED – C: CLEANED – S: SWEPT – R: REPAIRED

DATE	FACILITY	ACTION	COMMENT

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KIMBALL FARM ESTATES, LYMAN & ARUNDEL, MAINE
STORMWATER MANAGEMENT SYSTEM
MAINTENANCE PROGRAM SUMMARY

Item	Commentary	Frequency			
		Monthly	Semi-Annually	Annually	Long-Term
Swale Side Slopes	Inspect slopes for sloughing, erosion or undesirable tree growth. Mow slopes to control vegetation, repair any structure flaws identified	**X Mow**		**X Inspect**	
Buffers	Inspect undisturbed area for disturbances, stone berm.		**X Inspect**		**X 5 Years**
Swale & Ditches	Inspect for debris accumulation, erosion and excessive vegetation. Mow monthly, remove debris, repair and re-vegetate any area of erosion	**X Inspect X Mow**			
Pavement	Review for damage and buildup of debris and sand	**X Inspect**		**X Sweep**	
Culverts	Inspect for sediment build-up in pipe. Flush and remove as required.			**X Inspect**	

END OF DOCUMENT

BERGEN & PARKINSON, LLC
Attorneys at Law
62 Portland Road
Kennebunk, Maine 04043

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