NANCY E HAMMOND, REGISTER OF DEEDS
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DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR HERITAGE ESTATES

(PHASE IV)

This Declaration of Covenants and Restrictions is made by S. Clement Forest Products, Inc., a Maine corporation with a mailing address of P.O. Box 298, Berwick, Maine 03901, being the current owner of the real property referred to herein (herein referred to as the " Developer") and being the current owner of the real property which is the subject of these protective covenants. The property which is the subject of these covenants conditions and restrictions is situated off Route 9, Berwick, Maine and more particularly described in Exhibit A attached hereto and made a part hereof. The developer does hereby adopt the following Protective Covenants, Restrictions and Conditions that are specifically applicable to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 (herein the "Lots" or a "Lot") and One Open Space between Lot 18 of Phase IV, and Lot 21 of Phase III, of Heritage Estates, separated by a right of way (herein referred to as "Open Space") within Phase IV of the Heritage Subdivision (herein referred to as the "Subdivision" or the "Development"), the approved subdivision plan for which is entitled "Heritage Estates (Phase IV), Heritage Drive & Elmwood Drive, Berwick, Maine, and is recorded on December 7, 2021 in the York County Registry of Deeds at Plan Book 420, Page 27 (herein referred to as the "Plan"). As used herein, the term "Owner" means the owner or owners of the fee simple title to a Lot.

This Declaration is made for the purposes of ensuring the most appropriate development of the Lots; to protect Owners of the Lots against the improper use of Lots so as to preserve the value of their property; to preserve, so far as practicable, the natural beauty of the Subdivision; to guard against the erection of poorly designed or proportioned dwellings and structures built of unsuitable or improper materials; to obtain harmonious color schemes; to discourage the haphazard siting of dwellings on Lots; to maintain adequate free spaces between dwellings; and, in general, to provide adequately for a predictable quality of improvement within the development and thereby to increase the value of investments made in homes within the Development.

1) Owners' Association: Owners of Lots in Phase IV of said Subdivision are required to become members of Heritage Estates Homeowners Association , a Maine non-profit corporation (herein referred to as the " Association"). Membership in said Association shall be mandatory for all owners of the Lots within said Phase IV of the subdivision and shall be governed in accordance with the Bylaws of said Association as recorded at Book 11894, Page 201 et seq., as may be amended from time to time. Each lot located in Phase IV of said Subdivision is subject to the terms, conditions, and requirements set forth in said Bylaws recorded at Book 11894, Page 201 et seq. as may be amended from time to time.

2) Open Spaces and Drainage Easements: Open Spaces and several drainage easement areas in Phase IV are to be granted to the Association for the benefit of all Owners in the Heritage Estates Subdivision upon the sale of all the lots in Phase IV of the Heritage Estates subdivision. The open space areas and drainage easement areas are depicted on the Plan and are subject to the conditions of approval recited thereon and subject to the terms and conditions as set forth in State of Maine Department of Environmental Protection Site Location of

8 p → Bedard & Bobrow P.O. Box 366 Eliot ME 03903

Development Findings of Fact and Order dated May 12, 2005 and recorded in the York County Registry of Deeds at Book 14471, Page 945, and any subsequent amendments to this Findings of Fact and Order which is recorded in the York County Registry of Deeds.

There is one Open Space between Lot 18 of Phase IV, and Lot 21 of Phase III, of Heritage Estates, separated by a right of way, as shown on the Plan. There are multiple drainage easement areas shown on the plan, identified by the dotted hatch areas on the plan, including the USF Pond area and areas around the ponds with dotted hatches, and the area showing wetlands with dotted hatches around some of these areas.

The maintenance of any drainage easements shall be in accordance with a drainage plan on record with the Town of Berwick. The management of said drainage easements shall be further subject to the Bylaws of the Association and said DEP Order dated May 12, 2005. Said Association shall levy an annual fee on the Owner of each Lot in said Subdivision sufficient to cover the costs associated with the maintenance of those drainage easements and Open Spaces owned and managed by the Association and any municipal assessments levied in connection therewith. The obligation to pay said fee, as adjusted from time to time by said Association as provided in said Bylaws, together with interest, costs and reasonable attorney's fees, shall run with the land and shall constitute a lien thereon enforceable by said Association by any process available in law or equity. Each such fee, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or fee fell due. In the event the Association fails to perform any of the duties set forth above, causing an adverse impact on other public services or areas outside the subdivision, the Association shall be financially responsible to the Town of Berwick for the cost of repairing, abating, or preventing the continuation of such an adverse impact.

3) Road Maintenance Agreement: All of the roadways in the Heritage Estates Subdivision are privately owned rights-of-ways that are intended to be accepted by the Town. The maintenance of each roadway shall be by the Developer until the issuance of occupancy permits for a hundred (100%) percent of the homes in each phase of the subdivision and substantial completion of the infrastructure improvements for each phase. Once occupancy permits have been issued for a hundred (100%) percent of the houses in each phase and the infrastructure improvements have been substantially completed in each phase, the Heritage Estates Homeowners Association must maintain the roads in said phase in a normal and customary manner, including grading, general upkeep and snow plowing and snow removal, as needed, and will charge any Lot owners for such work, plus interest, legal fees and other charges, as set forth in the Bylaws of the Association. The Road Maintenance Agreement shall continue until each roadway is accepted by the Town of Berwick.

However, until 100% of the lots have certificates of occupancy and Heritage Estates Homeowners Association takes over maintenance and upkeep of the road as detailed above, the Lot Owners who purchase lots agree to pay a yearly fee of $150 to the Developer on the first of each month for the maintenance and upkeep of the roads in Phase IV of Heritage Estates as described in the previous paragraph. The Developer does not need to receive the payments monthly but may receive payments annually or semi-annually. The Developer may increase the monthly fee at any time, so long as the increase is in proportion to the estimated total cost for

such maintenance and upkeep divided by the total number of lots in Phase IV (including lots owned by the Developer). The obligation to pay said fee, as adjusted from time to time by the Developer, together with interest, costs and reasonable attorney's fees, shall run with the land and shall constitute a lien thereon enforceable by said Developer by any process available in law or equity. Each such fee, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or fee fell due. No lot owner shall pay for any share of the cost of completing the roads in Phase IV of Heritage Estates, only the cost of maintenance and upkeep of the roads as detailed in this paragraph 3, Road Maintenance Agreement.

4) Easement Areas and Developer Reservation of rights of way: The Developer reserves, restricts and otherwise prohibits any Lot Owner from providing any easement, access to, connection with, or other method of tie-in to, under, or within their Lot to any land outside the Subdivision.

The Developer reserves to itself, and the right to convey to others, the three rights of way shown on the Plan: 1) Right of way between Lots 16 and 17; 2) Right of Way dividing the one Open Space shown on the Plan; and 3) The right of way between Lots 4 and 5. These rights of way can be improved and roads constructed on them, and they may be used for utilities, and shall be used for all purposes of a right of way and are not considered rights of way that are part of the subdivision and useable by the owners of lots in the subdivision. The Developer shall also have the right to convey these rights of way in conjunction with the right to use the roads in the Heritage Estates Subdivision along with these rights of way to access this property.

5) Land Use and Structure Type; Zoning and Land Use Laws: Only one single-family dwelling shall be allowed on each Lot, and, except as hereinafter provided, only single family residential use shall be allowed on a Lot. No bed and breakfast, food service, kennel, or pet breeder shall be conducted from any dwelling erected on any Lot. Business and commercial enterprises shall not be conducted from any dwelling erected on any Lot except as permitted by the current zoning ordinance and regulations for the Town of Berwick; and further provided that not more than one additional person be employed and that such use does not require regular client/patient/customer contact at the dwelling. No such home business may display external evidence of the business, e.g., signage, nor shall any client/patient/customer be allowed to park on the street. No building or other structure of any nature or description or any part thereof shall be erected or maintained on a Lot outside the applicable building envelopes as shown on the Plan, and all siting, construction, excavation, sewage disposal and water supply and storm water drainage must otherwise be in compliance with the Berwick Zoning Ordinance and applicable local, federal and state laws, codes, ordinances and regulations. In addition to the foregoing, each Lot shall be and hereby is made subject to all applicable " Notes" and other matters as shown on the Plan.

6) Dwelling Size; Approval by Developer: All dwellings and all improvements, including driveways, must be determined (i) to meet all the terms and conditions of these covenants, (ii) to ensure the optimal use of a Lot with the least intrusion upon the privacy and views of neighboring Lot owners, and (iii) to ensure the harmony or scale of dwellings within the Subdivision.

Prior to seeking construction approval from Developer, each Owner shall submit plans, including building plans, specifications and plot plan showing the precise location and setback of all improvements, including driveways. Plans shall also specify the nature, kind, shape, height, orientation, color, composition and material for all such improvements as well as showing finish grade elevations in relation to existing elevations. The plans shall further include a general plan of landscaping, fencing, and any related grading. All plans must be agreed upon and approved by the Developer and Owner prior to commencement of construction.

No dwelling, building, structure, alteration, addition or improvement of any sort, other than interior alterations not affecting the external appearance of the dwelling, building or structure, shall be placed, erected or constructed upon any Lot until such plans shall have been approved in writing by the Developer, which plans the Developer shall have the absolute right to approve or disapprove. Notwithstanding the foregoing, Developer shall have no liability or responsibility for the enforcement of the within covenants and restrictions nor for the exercise of its discretion in approving or in disapproving any plans submitted as a consequence hereof.

The Developer must approve any and all persons doing construction work on the property herein conveyed. This includes, but is not limited to, general contractors and subcontractors who perform any construction work, site work, or work improving the property in any way. The Developer may disapprove any persons doing construction work for any reason. **ANY PARTY ACCEPTING A DEED TO A LOT IN THE SUBDIVISION ACKNOWLEDGES THAT THE DEVELOPER DOES NOT WARRANTY OR GUARANTY THE PERFORMANCE OF ANY PERSON IT APPROVES TO DO WORK ON A LOT AND HAS NO LIABILITY TO ANY PERSON FOR EITHER APPROVAL OR SUPERVISION/INSPECTION OF SUCH WORK.** The Developer has the right to require the owner to dismiss any person doing work on the property for any reason.

The owner of the property will pay to the Developer, or its officers, shareholders or assigns, $70 an hour for any work it does pursuant to this paragraph including, but not limited to, reviewing plans, approving any contractor or subcontractor, reviewing the work done by any contractor or subcontractor, requesting a termination of such contractor or subcontractor, or any other work. This hourly charge may be increased in the future based upon inflation and a cost of living adjustment. The Developer will present or mail a bill each month for this work which the owner of the property agrees to pay within 30 days

7) Open Fires: No open fires shall be permitted, except as allowed by Town ordinance.

8) Signs: No sign shall be displayed for the public view on any Lot except one sign of not more than 6" in width and 24" in length denoting the Lot owner's name and address. Temporary real estate agency signs indicating a dwelling for sale shall be permitted. This restriction shall not apply to any sign erected by Developer at the entrance or within the Subdivision.

9) Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except domestic household pets, which shall be maintained and cared for in accordance with Town Ordinances. All dogs shall be leashed when outside the boundary of an owner's Lot.

10) Garbage and Refuse Disposal: All Lots shall be kept free of accumulation of trash and rubbish. Trash, garbage or other waste shall be kept in sanitary containers and shall not be stored on any Lot for more than two weeks, including any period of construction.

11) Vehicles: No unregistered vehicles, junk cars or trucks or part thereof, shall be permitted on any Lot unless garaged.

12) Prohibited Uses: No hunting or trapping is allowed on any Lot or other portion of the Subdivision.

13) Lot Grading: Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining Lots or the Subdivision streets or right of ways, if any.

14) Driveway Construction: All driveways, dwellings or other structures built on a Lot shall be constructed to provide for proper water runoff and to prevent the formation of any unnatural accumulation or discharge of water and/or ice on to any other Lot, except for such approved drainage as may be shown on the Plan or approved in writing by Developer. An Owner may be required by Developer to create swales on the Owner's Lot to prevent water runoff onto any abutting Lot or street.

15) Building Exterior: No dwelling or structure shall be left with an unfinished exterior. The exterior of every structure on the Lot shall be kept in a proper state of repair and maintenance.

16) Property Maintenance: Each Lot owner shall maintain in good order their Lot and all structures and landscaping thereon.

17) Fences, Walls, and Tree Buffer: Written approval from the Developer for all fences and walls is required prior to construction and installation. A ten (10) foot wide minimum barrier of existing wooded area must be maintained around the perimeter of the lot, except for a driveway opening or if required for a septic system. Said barrier may be moderately thinned and/or have additional landscaping added.

18) Construction Completion: Construction of a dwelling or any other approved structure on a Lot, including finished landscaping, shall be completed within twelve months from the commencement of said construction. Commencement shall be on the date on which a building permit is issued for the construction of a dwelling on a Lot.

19) Enforcement: Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other Owners, and the failure to enforce on any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or as to any breach subsequent thereto. The violation or attempted violation of any

covenant or restriction in this Declaration is hereby declared a nuisance, which may be remedied by any appropriate legal proceeding. If any Owner shall attempt to violate, shall violate or shall permit on his Lot any violation of any of the covenants, restrictions or reservations described herein, the Developer or another Lot owner or the Association may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuation of such attempt or violations, or both. A Lot owner who is found by a court of competent jurisdiction to have violated the terms of this Declaration shall pay all reasonable costs, including attorney's fees, incurred by the Developer, a Lot Owner, or the Association in the enforcement of this Declaration.

20) Severability: Invalidation of any covenant by court order or judgment shall not affect any of the other covenants or provisions herein all of which shall remain in full force and effect.

21) Notice of Restrictions and Covenants: A copy of these Protective Covenants shall be recorded in the York County Registry of Deeds.

22) Term: These covenants shall run with the land and shall be for the benefit of Lots as defined herein, and the one Open Space, as described in Exhibit A and shown on the Plan and shall be binding on said Lots and purchasers of said Lots for a period of twenty (20) years from the date of this Declaration. This Declaration shall automatically extend for successive periods of twenty (20) years unless an instrument signed by three-fourths (3/4) of the owners of said Lots has been recorded agreeing to change this Declaration in whole or in part. Failure to specifically refer to and/or incorporate these Protective Covenants in deeds to the Lots shall not in any manner affect the validity and effectiveness of these restrictions upon any such Lot.

23) Additional Property and Lots: The Developer may or may not create any lot or lots on or from any additional property now owned or to be purchased. It shall be in the sole discretion of the Developer whether or not to make any portion of any additional property declared or made subject to the terms of a Declaration of Protective Covenants. It is not intended hereby to subject any additional property to the terms of this Declaration unless so adopted by the Developer in writing. No owner of any Lot shall be deemed to have any rights on or with respect to any additional property until the same has been so declared.

24) Right of first refusal: S. Clement, Inc. or its assigns, shall have the right of first refusal with regard to the performance of all site preparation work within the Subdivision including, but not limited to, foundation excavation, driveway excavation and construction and septic system excavation installation.

25) Developer's Reserved Rights: The Developer reserves the right until the construction, marketing and sale of ALL Lots in Phase IV is completed to do or accomplish any of the matters set forth below in paragraphs (a) through (d):

(a) Change the size, number and location of Lots and other improvements, and the size, layout, and location of any Lot for which a purchase and sale agreement has not been executed by the Developer or with respect to which the purchaser is in default. The change or changes shall be effective upon the recording of an amendment to this

Declaration and/or the filing of modified subdivision plan indicating the changes made. Such changes may include elimination or relocation of Lots and creation of new or additional streets or road for access to other property, whether or not the same is additional property.

(b) Locate on the Property, 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, including, but not limited to, water, electric, telephone and fuel oil and sewer.

(c) Connect with and make use of utility lines, wires, pipes and conduits located on the property for construction and sales purposes.

(d) Use the roads for ingress and egress and for the storage of construction materials and equipment used in the completion of the Lots;

(e) Amend these Covenants, Restrictions and Conditions for Heritage Estates, Phase IV, and assign the Covenants, Restrictions and Conditions to another person or entity.

IN WITNESS WHEREOF, the undersigned has signed this instrument as of December ____, 2021.

Date: 12/9/21

S. Clement Forest Products, Inc.
BY; Steven W. Clement, President

STATE OF MAINE
YORK, SS.

December 9, 2021

Personally appeared before me the above-named Steven W. Clement in his capacity as President of S. Clement Forest Products, Inc. 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.

Notary Public/Attorney at Law
My Commission Expires:

JESSICA JONES
NOTARY PUBLIC
State of Maine
My Commission Expires Apr. 30, 2026

SEAL

EXHIBIT A

All those certain lots or parcels of land situated in the Town of Berwick, York County, Maine being bounded and described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, and One Open Space between Lot 18 of Phase IV, and Lot 21 of Phase III, of Heritage Estates, separated by a right of way, all as shown in Phase IV of the Heritage Subdivision, the approved subdivision plan for which is entitled "Heritage Estates (Phase IV), Heritage Drive & Elmwood Drive, Berwick, Maine, and is recorded on December 7, 2021 in the York County Registry of Deeds at Plan Book 420, Page 27