

DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR
OLD THOMPSON TRAIL HOMEOWNERS ASSOCIATION

Laura Lane and Oak Ridge Terrace, Arundel, Maine

This Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter "Declaration") for Old Thompson Trail Homeowners Association is made this twenty-first day of April 2020, by OAK RIDGE TERRACE LLC, a Maine limited liability company, having a mailing address of 764 US Route 1, Unit 9, York, Maine 03909 (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of a certain parcel of land located in the Town of Arundel, York County, State of Maine, bounded partially by Limerick Road, Skillings Road and Laura Lane (hereinafter the "Subdivision"), as shown on the Subdivision Plan entitled *Plan Showing Subdivision Made For Walter O. Woods*, prepared by Andrew J. Nadeau, PLS/Horizons Engineering, dated January 8, 2020 and recorded at York County Registry of Deeds Plan Book 406, Page 27 ("Plan"), the boundaries of which are described in Exhibit A;

WHEREAS, in December 2019, the Town of Arundel Planning Board approved this 49.15 acre parcel of land for development as a Cluster Subdivision with 14 residential lots and 32.04 acres of common open space with pedestrian access; the open space and private road (Oak Ridge Terrace) are to be managed by the Association; the lots will have on-site wells and on-site septic systems; and a 30,000 gallon cistern on Lot 11 will provide fire protection for the Lots;

WHEREAS, Declarant desires to make the Subdivision subject to this Declaration in order to: (a) provide for the operation, maintenance, repair and replacement of certain common facilities and amenities located within the Subdivision Property; and (b) preserve the environment of the Subdivision and, to this end, desires to subject the Subdivision to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Subdivision and each owner of a Lot therein; and

WHEREAS, Declarant has deemed it desirable to create a private, non-profit corporation to which should be delegated and assigned the authority to: (a) carry out certain responsibilities relating to the common facilities and amenities described herein and (b) administer and enforce the covenants, restrictions, easements, charges and liens set forth herein; and

WHEREAS, Declarant has established under the laws of the State of Maine a private, non-profit corporation, namely, ***Old Thompson Trail Homeowners Association***, for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Declarant declares that the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1

DEFINITIONS

The following words, when used in this Declaration or any Amendment thereto (unless the context shall prohibit), shall have the following meanings:

- 1.01 "Architectural established Control Committee" shall mean and refer to the Committee pursuant to Article 9 of the Declaration.
- 1.02 "Articles" shall mean and refer to the Articles of Incorporation which are or shall be filed in the Office of the Maine Secretary of State and which establish the Association.
- 1.03 "Assessment" shall mean a share of the funds required and which are to be assessed against an Owner and Lot for the payment of costs incurred by the Association for and including, but not limited to
 - (a) Costs of maintaining, operating, and insuring open space, roadways, drainage and other similar improvements and facilities within the Subdivision to the extent these improvements and facilities are not accepted for maintenance by the Town of Arundel,
 - (b) Costs for goods and services determined by the Board to benefit the members,
 - (c) Reserves as determined by the Board,
 - (d) The maintenance and landscaping of roads and common areas in the Subdivision, and
 - (e) Incidental costs related to administration and enforcement of the covenants and restrictions described herein.
- 1.04 "Association" shall mean and refer to the OLD THOMPSON TRAIL HOMEOWNERS ASSOCIATION, a private, non-profit, mutual benefit corporation organized and existing under the laws of the State of Maine.

- 1.05 "Board" shall mean and refer to the Board of Directors of the Association.
- 1.06 "Bylaws" shall mean and refer to the Bylaws of the Association and any amendments thereto.
- 1.07 "Common Expenses" shall mean the expenses for which each Owner is liable, which shall include, but not be limited to:
- (a) Costs of maintaining and insuring the roadways, open space, drainage, and other similar facilities to the extent these facilities are not accepted for maintenance by the Town of Arundel,
 - (b) Costs for goods or services determined by the Board to benefit the members,
 - (c) Reserves as determined by the Board,
 - (d) The maintenance and landscaping of roads and common areas in the Subdivision, and
 - (e) Incidental costs related to administration and enforcement of the covenants and restrictions described herein.
 - (f) Unlike the other Owners, the Owners of Lots 1, 2 and 3 shall only be responsible for their allocated share of the Common Expense for Common Properties liability insurance.
- 1.08 "Common Properties" shall mean the certain real and personal property designated for ownership by the Association and dedicated to the common use of Owners, including, but not limited to, Open Space, Oak Ridge Terrace and its cul-de-sac, the fire protection easement area, and drainage easement areas, all as shown on the Subdivision Plan.
- 1.09 "Declarant" shall mean and refer to OAK RIDGE TERRACE LLC, a Maine limited liability company, its successors and assigns, the owner and developer of the Subdivision.
- 1.10 "Lot" shall mean and refer to an improved or unimproved residential lot, as shown upon the Plan as may be amended, together with any dwelling unit(s) and other improvements located thereon.
- 1.11 "Member" shall mean and refer to all Lot Owners, who shall be members of the Association in accordance with the provisions of Article 6 hereof.
- 1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but notwithstanding any

applicable theory of title; the term Owner shall not include any mortgagee of a Lot until the mortgagee has acquired fee simple title pursuant to foreclosure or any proceedings in lieu of foreclosure.

- 1.13 "Subdivision Plan" shall mean and refer to the subdivision plans approved by the Arundel Planning Board entitled, "Plan Showing Subdivision for Walter O. Woods of Property Located on Limerick Road, Arundel, York County, Maine", prepared by Andrew J. Nadeau, PLS, dated January 8, 2020 and recorded in the York County Registry of Deeds in Plan Book 406, Page 27, together with such other plans and amended plans as may be hereafter recorded.

ARTICLE 2

TERM OF DECLARATION

- 2.01 Term. This Declaration shall run with, apply to, and bind the Subdivision in perpetuity and shall inure to the benefit of, and be enforceable by the Declarant and Owners, as appropriate, and their respective legal representative, heirs, successors and assigns, except that the covenants and restrictions in Article 3 shall have an initial term of fifteen (15) years from the date this Declaration is recorded in the York County Registry of Deeds, at the end of which such covenants and restrictions shall be automatically extended for successive periods of five (5) years, unless at least two-thirds of all of the Lot Owners vote to terminate any or all of said covenants and restrictions at a duly noticed and held meeting in compliance with the provisions of the Bylaws of the Association.
- 2.02 Persons Bound. Unless otherwise indicated, all covenants, restrictions, easements, charges and liens herein are imposed on, charged on, and run with the land and bind the Lot Owners, their heirs successors, assigns, grantees, legal representatives, and mortgagees. Failure to specifically refer to and include or incorporate this Declaration in deeds to Lots in the Subdivision shall not in any manner diminish the validity and effectiveness of this Declaration upon any Lot or Owner.

ARTICLE 3

GENERAL COVENANTS AND RESTRICTIONS ON SUBDIVISION LOTS

- 3.01 No Lot shown on the Subdivision Plan shall be further divided without prior written approval of Declarant and the Town of Arundel Planning Board.
- 3.02 Only single-family dwellings are allowed on each Lot. All Lots with dwellings on them must have at least a one-car garage. All dwellings must

have a turning area on the Lot to prevent vehicles from backing into street.

- 3.03 Until December 31, 2029, or for so long as the Declarant owns any of the Lots in the Subdivision including any future Lots added to the Subdivision, whichever is later, no dwelling, garage, or other structure or amenity shall be erected until architectural and site plans have been submitted to and approved in writing by the Declarant or his successors or assigns. Said plans shall include, but not be limited to the primary structure, landscaping, and exterior elevations, including exterior color and harmony of design with existing structures located in the Subdivision, including location with respect to topography and finish grade elevation.
- 3.04 Lot grades shall not be changed in such a way as to divert the natural or engineered flow of stormwater onto adjoining Lots.
- 3.05 No building or structure shall be erected, except in conformity with the setback and other dimensional and land use requirements of the Town of Arundel.
- 3.06 Each dwelling erected or constructed on any Lot shall contain a minimum of one thousand five hundred (1,500) square feet of heated floor area. The method for determining the area of proposed buildings and structures shall be to multiply the outside horizontal dimensions of the building or structure at each floor level, excluding garages, breezeways, basements, decks, porches, patios, and terraces in the calculation of the minimum square foot area. Exceptions to this restriction may be granted within the sole discretion of the Declarant upon written application by a Lot owner or prospective Lot owner.
- 3.07 Each Lot shall be served by a septic system and private water well. The Owner of the Lot is responsible for maintaining and promptly repairing or replacing the septic system in the event of malfunction.
- 3.08 Once construction is commenced upon a Lot, completion of all construction shall be accomplished as soon as is reasonable and in no event shall it be longer than one year from the time of commencement to complete construction. Completion shall include, but shall not be limited to exterior finishing, exterior landscaping, decorating and driveways. Driveways shall be finished with asphalt, concrete or other hard, dustless finished surface approved by the Declarant.
- 3.09 No temporary building, trailer, vehicle or structure shall be erected or placed on a Lot, except during the active phase of constructing a dwelling. For purposes of interpreting this clause, the "active phase of constructing" shall be limited to the period of one calendar year from the day work is commenced in clearing for the foundation of the dwelling. Sheds and

fences are permitted subject to the provisions of Article 9.

- 3.10 No earth, stone or gravel removed from the site of a foundation shall be allowed to remain on a Lot in an unsightly manner.
- 3.11 No structure on a Lot shall be left with an unfinished exterior. The exterior of all structures shall be kept in a proper state of repair and maintenance.
- 3.12 All propane fuel tanks shall be installed in the ground or screened so they are not visible from the road. All oil fuel tanks shall be installed on a concrete slab in either the garage or basement, or constructed within a permitted wall or structure so that they shall not be visible from adjoining properties or the ways (including Laura Lane and Oak Ridge Terrace) shown on the Subdivision Plan. If above-ground or outside the home or garage, the area around the structure or wall must also be reasonably landscaped.
- 3.13 No incinerator shall be erected or maintained on any Lot.
- 3.14 All garbage and trash containers must be placed in an adjoining attractive and suitable walled or screened area so that they shall not be visible from other Lots or the ways shown on the Plan.
- 3.15 No outdoor clothes drying lines or areas shall be allowed except in the rear yard and shall be situated so as not to be visible from the adjoining Lots or the ways shown on the Plan.
- 3.16 No trash, waste, filth, tools, or garden equipment shall be allowed to accumulate on a Lot or the exterior of any structure in such a manner as to give an unsightly appearance, to create a nuisance, or depreciate the value of Lots in the Subdivision.
- 3.17 So long as not visible from the ways shown on the Plan, private swimming pools (including above-ground pools), tennis courts, or similar areas for outdoor physical activities or games may be erected or constructed on a Lot without the written approval of the Declarant or Association.
- 3.18 The Subdivision shall be used for private residential purposes only, and no commercial, manufacturing, or industrial use shall be permitted at any time, except for a professional home office; provided that:
 - (a) In no instance shall the permitted professional home office occupy a space greater than fifteen percent (15%) of the entire floor area of the home in which it is contained;
 - (b) No noise, odor, or disorderly appearance shall be created that is unreasonably offensive to the surrounding Lots; and

(c) such use is not prohibited by zoning.

3.19 An Owner, however, may, in his absence, rent his dwelling subject to the restrictions herein no more than twice in each calendar year. In such event, the Owner, his tenant and their families are subject to the restrictions herein.

3.20 An Owner shall be entitled to rent or lease his dwelling if:

(a) There is a written rental or lease agreement specifying that

- (i) The tenant shall be subject to all provisions of this Declaration, the Bylaws and Rules and Regulations adopted by the Board; and
- (ii) A failure to comply with any provision of such Declaration, Bylaws and Rules and Regulations shall constitute a default under the agreement, permitting the commencement of eviction proceedings by the landlord or the Board in accordance with Maine law;

(b) The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations; and

(c) The Owner provides the Board with a copy of the lease agreement, together with written authorization to the Board to order the eviction of the tenant for violation of the terms of said lease or the Declaration, Bylaws or Rules and Regulations at the reasonable expense of the Owner.

3.21 No mobile home, trailer, or other similar, temporary or movable structure used as living area shall be erected, placed, or caused to remain upon any Lot herein. Unregistered vehicles are prohibited unless stored in the garage. Small boats (less than 20 feet in length) and RV's are permitted on Lots but shall be stored in a tidy manner.

3.22 No vehicles shall be parked in driveways unless the length of the driveway is sufficient to hold the entire vehicle, and in no event shall vehicles be parked in such a manner as to inhibit or block access to the ways shown on the Plan, including sidewalks, if any. All driveways shall be used solely for the parking and storage of motor vehicles used for personal transportation, small boats and RV's. No part of the ways or snow storage area shall be used for repair, construction or reconstruction of any vehicle, boat, RV or any other item or thing except temporarily in an emergency. The Board may take action by fining the Owner or by the removal (towing) of any vehicle, boat or RV that is in violation of this Declaration.

3.23 No obstruction of traffic on the ways shown on the Plan and no blocking of entries to the various Lots by reason of the parking of vehicles and trailers are allowed. Lot Owners shall be responsible for any such obstruction by members of their households, their tenants, invitees, and guests.

- 3.24 No snow, ice, gravel, loam, compost, leaves, fertilizers, other mineral waste products or commodities shall be piled or stored within ten (10) feet of lines of adjoining Lots, except in the case of Lot 7, a portion of which is dedicated to and for which an easement is declared for purposes of storing snow that accumulates in Oak Ridge Terrace and its cul-de-sac; and snow and ice from any Lot shall not be deposited on the ways shown on the Plan so as to create an obstruction to traffic or interfere with the view of adjoining Lot Owners.
- 3.25 No noise or disturbance shall be made, suffered, or permitted on any Lot so as to constitute a nuisance to adjoining or neighboring Lots in the Subdivision.
- 3.26 Any purchaser of a Lot in the Subdivision shall be allowed to keep on his premises a maximum of two (2) common, domestic, household animals. In interpreting this clause, common domestic animals shall include dogs, cats, and birds. Any and all other animals shall be considered non-domestic. Under no circumstances shall commercial dog kennels or veterinary facilities be allowed. The Board may adopt rules and regulations to govern the keeping of pets so as to insure that no pets of an Owner interfere with the rights of other Owners to quiet enjoyment of the Subdivision Property. Owners shall be responsible for the cleanup of all waste matter of their pets. The Board may issue fines or order the removal of pets from the Subdivision for repeated violations of these restrictions and covenants.
- 3.27 Only one "For Sale" sign, not larger than six (6) square feet per side of a freestanding sign may be erected or displayed on any Lot or on any structure in the Subdivision. No other signs or displays, including, but not limited to commercial signs, shall be erected or displayed on the Lots or structures, except with the written permission of the Homeowners Association. Declarant is exempt from this provision.
- 3.28. Lots 1, 2 and 3 are part of the Subdivision, are subject to these covenants, and enjoy a right of access to the Open Space, but, because these Lots do not use Oak Ridge Terrace on a regular basis, said Lots are exempt from the duty to contribute financially to Association assessments except for an allocated portion of the cost of liability insurance covering the Common Properties.
- 3.29. Clearing of vegetation within the Town of Arundel's 75 foot wide stream buffer and within 50-100 feet of the wetlands, both areas being delineated on the Subdivision Plan, is prohibited unless approved in advance by the Arundel Planning Board. Cutting of existing vegetation within 25 feet of the exterior project property lines on Lots 1, 2, 3, 4 and 14 is prohibited.

- 3.30. No vegetation (except hazardous trees) may be removed from the no-cut zones delineated the Subdivision Plans along Oak Ridge Terrace. Permission to cut hazardous trees located in these no-cut zones must be obtained from Arundel Code Enforcement before removal. The no-cut zone is defined as the front yard setback of each Lot on Oak Ridge Terrace, excepting a driveway entrance not exceeding 25 feet in width.
- 3.31 Declarant is not responsible for the installation of the conifer buffer between Lot 1 and land of Nadeau (Arundel Tax Map 17, Lot 15 as shown on the Plan).

ARTICLE 4

COMMON PROPERTIES; EASEMENTS

- 4.01 Members' Easement of Enjoyment. Subject to the provisions of this Declaration and the Bylaws and Rules and Regulations of the Association, every Owner of a Lot shall have a right and easement of use and enjoyment in and to use the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.
- 4.02 Title to Common Properties. Title to the Common Properties other than the "Drainage Easement" areas shall be conveyed in fee simple to the Association by the Declarant no later than December 31, 2029. The Association is hereby granted, in common with Declarant, a perpetual easement within, over, through and under the "Drainage Easement" areas, including those areas located on the Lots, as shown on the Subdivision Plan for the purpose of accessing, cleaning, replanting, cutting, landscaping and otherwise maintaining the drainage swales and associated drainage improvements and facilities as engineered and required by the Arundel Planning Board. At such time as Oak Ridge Terrace is accepted as a public way, which may or may not happen, the Declarant or the Association (depending on which party holds title at the time) shall deed Oak Ridge Terrace to the Town of Arundel, together with an easement that provides the Town with the right, but not the obligation, to repair and maintain all drainage improvements and facilities located on the Lots or Common Properties lying beyond the perimeter of Oak Ridge Terrace, it being understood that the conveyance of the fee in Oak Ridge Terrace will empower the Town to repair and maintain the drainage improvements within or along Oak Ridge Terrace.
- 4.03 Easements. The Subdivision and the rights and easements of enjoyment created hereby shall be subject to the following easements:
- (a) Every Owner shall have an easement in the Common Properties to use the roads, ways, walks and other common improvements located thereon,

subject to the right of the Association to promulgate rules and regulations for the protection, use and enjoyment of the Common Properties or to suspend the voting rights of any Owner for any period during which any Assessment remains excessively delinquent or notice of violation of these covenants has been given, but access to the Owner's Lot shall not be denied.

(b) The right of the Association to dedicate or transfer any part of the Common Properties to any municipal, county, state, federal, or other public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by majority vote of the Owners at a duly noticed and held meeting in accordance with the Bylaws.

(c) The Declarant reserves fee simple title in the ways shown on the Plan as *Laura Lane* and *Oak Ridge Terrace* as shown on the Plan pursuant to 33 M.R.S. § 469-A; and reserves the right to construct, grade and pave these ways; and the right to install and maintain stormwater management improvements within the Subdivision; and the right to install and maintain utility services, all without limitation or restriction, within these ways all of which is to facilitate development of the Subdivision, which may occur in phases, and to facilitate the development of land adjacent to or in the vicinity of the Subdivision, including the 22.44 acre parcel shown on the Plan as "Remaining Land Retained by Owner".

(d) A blanket non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the Subdivision for the purpose of installation, maintenance, repair, and replacement of all utility lines and any other equipment and machinery necessary or incidental for the proper function of any utility systems serving the Subdivision or any other development of any kind on adjacent or nearby land, which easements may be conveyed to a public utility or municipality supplying the service and all others, without limitation. The easements created by this section 4.03(d) shall include, without limitation, rights of the Declarant or the appropriate utility or service company or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, equipment, ducts and vents over, under, through, along and on the Lots, Common Properties, and land adjacent to or in the vicinity of the Subdivision. Notwithstanding the foregoing, any such easement shall not be exercised as to materially interfere with the use or occupancy of any dwelling on a Lot.

(e) A blanket and non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, through and across the Subdivision as long as the Declarant, its successors and assigns shall be engaged in the construction, development, and sale of lots within the

Subdivision or on land adjacent to or in the vicinity of the Subdivision. .

4.04 Use and Maintenance of Subdivision Roads. Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 are hereby granted and benefited by a non-exclusive right of way and utility services easement to use the private right of way and cul-de-sac named "Oak Ridge Terrace" and the connected private way known as "Laura Lane", which roads together provide access to the Subdivision via South Skillings Road, a public way. The Common Expenses for Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 shall include the Lot Owners' proportionate share of the costs (the "Road Costs") of maintenance, repair, and replacement of these private roads. Lots 1, 2 and 3 do not rely on Oak Ridge Terrace for access and thus have no obligation to contribute to the costs of maintaining Oak Ridge Terrace. Lots 1 & 2 do not rely on Laura Lane for access and have no duty to contribute to the cost of maintaining Laura Lane. Lot 3 is accessed by via Laura Lane and has a duty to contribute to the costs of maintaining Laura Lane.

4.05 The Association shall maintain all stormwater drainage swales, culverts, fire protection easement and related improvements located within the Subdivision, which includes all Common Properties and the Lots. Alteration or disturbance of stormwater improvements constructed by Declarant or the Association in accordance with the drainage plan approved by the Town of Arundel is strictly prohibited, the breach of which shall provide the Declarant, the Association, and the Town of Arundel with all available legal and equitable remedies, together with the right to recover attorney's fees and costs from the party in breach in connection with any enforcement action. No Lot Owner shall alter or obstruct the drainage facilities in the Subdivision including those installed on Lots.

4.06 Maintenance of Other Drainage Facilities and Erosion Control Practices During Construction.

The Subdivision is engineered with specific Best Management Practices (BMP's) implemented for the conveyance, storage, and treatment of stormwater and the prevention of erosion. These BMP's consist of a stormwater treatment area, swales and culverts for stormwater and a stabilized construction entrance, siltation fences and seeding/fertilizing and mulching controls for erosion control. As these BMP's have been required of Declarant during the construction phase, Declarant reserves to itself, its successors and assigns, all rights of entry in and to any Lot for any purpose consistent with the BMP's. In particular, but without limitation, Declarant reserves such rights for the following purposes:

Stormwater Treatment Areas

The Stormwater Treatment Area shall be inspected to ensure that there is no channeling of stormwater and that no debris accumulates within the detention areas. The vegetative cover conditions shall be maintained. The inlets and outlets shall be inspected for erosion and any evidence of debris that could clog

the culverts. Emergency spillways and level spreaders shall be inspected for any evidence of drilling and channeling and shall be maintained to promote a level, sheet-flow discharge.

Swales

All swales should be inspected for accumulation of debris, which could adversely affect the function of this BMP. These areas should also be maintained to have gradual slopes, which prevents channeling of stormwater and erosion of the bottom and sides of the swales.

Culverts

Culvert inlets and outlets should be inspected for debris, which could clog the BMP. Additionally, the placement of rip-rap should be inspected to ensure that all areas remain smooth and no areas exhibit erosion in the form of rills or gullies.

Snow Removal

Snow shall never be plowed into wetland areas. Additionally, a mostly sand mix (reduced salt) shall be applied during winter months to prevent excessive salt from leaching to the wetland areas. Excess sand shall be removed from the storage areas, all paved surfaces and adjacent areas each spring.

Stabilized Construction Entrance

The stabilized construction entrance shall be inspected to ensure that all stone materials remain in place and that the entrance is not clogged with silt and mud. This BMP must remain effective in removing silt from construction vehicles prior to travel on the public way.

Siltation Fence

All silt fences must be installed, inspected and repaired in accordance with the Subdivision Plan details and notes. Excess silt must be removed from the up-gradient side of the fence and all fences must remain in a vertical position.

Seeding, Fertilizing and Mulching

All exposed soil materials and stockpiles must be either temporarily or permanently seeded, fertilized and mulched in accordance with Plan specifications. This is one of the most important features of the Erosion Control Plan, which will provide both temporary and permanent stabilization. Areas must be repaired until a 75% effective growth of vegetation is established.

4.07 Municipal Inspection During Subdivision Construction. Annually between November 1 and November 15, the Town of Arundel shall, at the expense of the Declarant (during the Declarant control period and thereafter, the Association), have the site inspected by a qualified individual. By December 1 of each year during which construction was done on the site, the inspector shall submit a report to the Planning Board based on that inspection addressing whether storm water and erosion control measures (both temporary and permanent) are in place, are properly installed, and appear

adequate. The report shall also include a discussion and recommendation of any problems that were encountered.

ARTICLE 5

ASSESSMENTS

- 5.01 General. The making and collecting of Assessments against Members for Common Expenses shall be pursuant to the Bylaws of the Association.
- 5.02 Share of the Common Expenses. Except as noted herein, each Member shall be liable for a share of the Common Expenses upon acceptance of a deed to a Lot in the Subdivision. Notwithstanding the foregoing, the Members who own Lots 1, 2, and 3, shall only be liable for a share of that portion of the Common Expenses incurred to provide liability insurance coverage for acts or omissions occurring within the Common Properties. The share of each of the Members who own Lots 1, 2, and 3 shall be a fraction of such insurance costs, the numerator of which fraction shall be one, and the denominator shall be the total number of Lots subject to this Declaration. The Members who own Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall not be responsible for payment of their allocated share of the Common Expenses (except for Common Properties liability insurance – which accrues upon the date of closing on the purchase of a Lot) until such time as a building permit for a dwelling on the Lot is obtained from the Town of Arundel. The Member is responsible for promptly notifying the Board of Directors of the Association that the Member has obtained such a building permit.
- 5.03 Annual Assessment. The annual common expense incurred for operation, maintenance, improvement, and repair of the Common Properties shall be estimated in accordance with the Bylaws of the Association. The Annual Assessment will be payable in semi-annual or other periodic installments as determined in the discretion of the Board of Directors, based on the projected annual common expense.
- 5.04 Non-Waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Properties or by the abandoning of a Lot for which assessments are made.
- 5.05 Interest, Application of Payment. Owners paying assessments and installments of such assessments more than thirty (30) days after date when due shall be assessed a late fee and/or additional interest established by the Board of Directors. All payments on accounts shall be first applied to interest and then to the assessment first due.
- 5.06 Lien for Assessments. The Association shall have a lien on each Lot for any

unpaid assessments, together with interest thereon against the Owner of such Lot, together with a lien on all real property, improvements and tangible personal property located upon said Lot, except that such lien upon the aforesaid tangible personal property shall be subordinated to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Declarant or the Association, to the extent allowable by law, incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced, shall be payable by Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each Owner in payment of his obligation for use.

- 5.07 Subordination of the Lien to Mortgages. The lien for assessments as hereinabove provided for shall be inferior to the lien of any institutional mortgage or mortgages. Sale or transfer of the Lot shall not affect the assessment lien. However, the sale or transfer of any Lot that is subject to the mortgage of any institutional lender, pursuant to foreclosure proceedings under such mortgage or any proceeding or deed in lieu of foreclosure, shall extinguish the lien created by such delinquent assessments as to payments that became due prior to such sale or transfer, but shall not relieve the former Owner from personal liability for the sum due.
- 5.08 Collection and Foreclosures. The Board of Directors may take such actions as they deem necessary to collect assessments of the Association by personal action and/or by enforcement of its lien through foreclosure.
- 5.09 Declarant reserves the unlimited right to annex other lands and Lots to the Subdivision, and to amend this Declaration by reallocating the share of the Common Expense applicable to each Lot using the following formula: each Lot shall be responsible for a fraction of the Common Expense, expressed as a percentage, in which the numerator shall be one, and the denominator shall be the total number of Lots subject to this Declaration (not including Lots 1, 2 and 3, which are assessed on a more limited basis pertaining to liability insurance costs for the Common Properties as described in 5.02 above).

ARTICLE 6

OLD THOMPSON TRAIL HOMEOWNERS ASSOCIATION

- 6.01 Association. In order to provide for the proficient and effective administration of the Subdivision by the Lot Owners, a non-profit, mutual benefit corporation known and designated as *Old Thompson Trail Homeowners Association* has been or shall be organized under the laws of the State of Maine, and said corporation shall administer the operation and management of the Subdivision and undertake and perform all actions and duties incident thereto and in accordance with the terms, provisions, and conditions of this

Declaration and in accordance with the terms of the Articles of Incorporation, its Bylaws, and Rules and Regulations promulgated by the Association from time to time.

- 6.02 Articles of Incorporation. The Articles of Incorporation for the Association have been filed with the Maine Secretary of State and were accepted as filed on March 27, 2020.
- 6.03 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain or repair portions of the Subdivision, the Association shall not be liable to any Owner for injury or damage, other than the costs of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.
- 6.04 Restraint upon Assignment of Shares and Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred by a Member in any manner.
- 6.05 Approval or Disapproval of Matters. Whenever a decision of the Association is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Bylaws of the Association.
- 6.06 Membership. The record Owners of Lots in the Subdivision shall be Members of the Association and no other persons or entities, except that Declarant shall be entitled to membership. Membership shall be established by acquisition of ownership of fee title or other interest in a Lot whether by conveyance, devise, judicial decree, foreclosure or otherwise, subject to the provision of this Declaration and by the recordation in the York County Registry of Deeds of the deed or other instrument establishing the acquisition and designating the Lot affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as to the Lot designated shall be irrevocably and automatically terminated.
- 6.07 Voting. Subject to voting restrictions on the Owners of Lots 1, 2 and 3, each Lot is allocated one vote in Association affairs. If the co-owners of a Lot are undecided as to how a vote will be cast, the vote shall not be cast or counted. Lots 1, 2 and 3 have no vote in Association affairs except with respect to proposed amendments to this Declaration.
- 6.08 Controls by Declarant. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, Declarant shall have the sole and exclusive right to appoint officers and directors of the Association until the

earliest to occur of the following:

(a) December 31, 2029 or upon the sale and closing of two-thirds of all Lots including those proposed as part of a future construction phase (see Section 8.02),

(b) Declarant's written notice to the Association of its election to transfer control to the Association.

During the period of control as set forth herein, Members of the Association, otherwise qualified hereunder, shall have non-voting membership, unless the provisions of this sentence expressly are waived relative to a particular issue by a writing signed by the Declarant. Upon Declarant turning control of the Association over to the Members as provided herein, it shall file appropriate documents in the York County Registry of Deeds conveying the roads, open space and other facilities to the Association, while reserving any rights Declarant deems necessary for future land development purposes, including the unilateral right to amend this Declaration for the purpose of annexing a land development phase or additional Lots. Thereafter, for so long as Declarant has any ownership interest in Subdivision property, it shall continue to have the right to appoint one Member of the Board of Directors as provided in the Bylaws.

ARTICLE 7

NOTICES TO ASSOCIATION

7.01 Notice of Lien. An Owner shall give notice to the Association of every lien upon his Lot other than for permitted mortgages, taxes, and special assessments within five (5) days after the attaching of the lien.

7.02 Notice of Suit. An Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Lot, such notice to be given within five (5) days after the Owner receives knowledge thereof.

7.03 Failure to Comply. Failure to comply with this Article 7 will not affect the validity of any judicial sale or foreclosure proceedings or deed in lieu of foreclosure.

ARTICLE 8

AMENDMENTS

8.01 General. The covenants, restrictions, easements, charges, and liens of this Declaration may be amended from time to time, but only by an instrument signed by not less than two-thirds of all of the Lot Owners (including Declarant) or accompanied by a certificate of the Secretary of the

Association that such a vote was cast at a duly called and held meeting of the Owners. This Declaration may also be amended by written consent of two-thirds of the Members/Lot Owners, together with Declarant's written consent while required. However, until the Declarant has completed all of the contemplated Subdivision improvements and closed the sales of all Lots within the Subdivision and Lots on lands annexed to the Subdivision, or December 31, 2029, whichever occurs earlier, no amendment(s) to this Declaration shall be effective, without Declarant's written consent. It is further provided that in order to be effective any amendment to the Declaration must be recorded in the York County Registry of Deeds. Notwithstanding the foregoing, no such amendment modifying the nature, scope or percentage of the assessments or liens applicable to Lots 1, 2, or 3, shall be valid or effective in the absence of the express written informed consent of the Member owning the Lot so impacted, which written consent shall be recorded promptly in said Registry.

- 8.02 Declarant's Rights. Notwithstanding anything herein to the contrary, the Declarant reserves the right to alter and amend this Declaration, as it deems necessary and /or appropriate for the expansion, protection or enhancement of the Subdivision or of any adjacent or contiguous land owned or later acquired by the Declarant for development of additional Lots, and the Declarant shall not require or need the joinder or consent of the Association, its Members or any Lot Owners prior to such time as the Declarant conveys the last Lot of the Subdivision or any future Lots annexed to the Subdivision or December 31, 2029, whichever shall first occur ("Declarant's Control Period"), provided, however, that all such amendments shall not conflict with the applicable laws of the State of Maine. During the Declarant's Control Period, this provision (8.02) shall not be amended without Declarant's written consent.

ARTICLE 9

ARCHITECTURAL REVIEW COMMITTEE

- 9.01 Applicability. The Architectural Review Committee shall be the Declarant until Declarant elects to terminate its control over the Association, or December 31, 2029, whichever shall first occur, after which it shall be the Board, or a committee appointed by the Board, in accordance with the provisions of this Article. If the Board appoints a committee to perform the architectural review functions, there shall be no less than two (2) members and no more than three (3) members, all of whom must be Lot Owners or officers of the Declarant. The terms of office shall be as designated by the Board. Any Owner who wishes to make any alteration or addition which will affect the exterior of any structure on his Lot is required to obtain the approval of the Architectural Review Committee pursuant to this Article prior to making any such alteration or addition. Any Owner who makes an

alteration or addition without the prior approval of the Architectural Review Committee shall be deemed to be in violation of this Declaration; and the Architectural Review Committee, upon its own motion, shall proceed as though the Owner gave the notice of completion as specified in Section 9.08. Nothing in this Article shall be deemed to relieve any Owner from obtaining all necessary consents and permits and otherwise complying with all applicable State and local laws and ordinances.

9.02 Duties. The Architectural Review Committee shall consider and act upon proposals and/or plans submitted pursuant to this Article. The Architectural Review Committee, from time to time and in its sole discretion, may propose architectural and landscaping rules, regulations and guidelines ("Architectural Standard"). The Architectural Standard shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Subdivision, provided, however, that the architectural Standards may be accepted as Rules when adopted in accordance with the provisions of the Bylaws.

9.03 Application for Approval of Improvements. Any Owner, except Declarant and its designated agents, who wants to perform any alteration or addition of which approval is required, shall notify the Architectural Review Committee in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Review Committee.

9.04 Basis for Approval of Improvements. The Architectural Review Committee may approve the proposal only if the Architectural Review Committee finds that

(a) The plans and specifications conform to this Declaration and to the Architectural Standards in effect at the time the proposal was submitted;

(b) The proposed alteration or addition will be consistent with the standards of the Subdivision and the provisions of this Declaration as to quality of workmanship and materials, harmony of exterior design, and visibility with respect to existing structures, environment location with respect to topography, and finished grade elevations; and

(c) The proposed alteration or improvement is in conformance with conditions imposed by the Town of Arundel on the development of the Subdivision.

9.05 Form of Approvals and Denials. All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within forty-five (45)

days from the date of submission shall be deemed approved.

- 9.06 Proceeding with Work. Upon approval of the Architectural Review Committee, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within one year from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Architectural Review Committee extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Architectural Review Committee finds that there has been no change in the circumstances under which the original approval was granted.
- 9.07 Failure to Complete Work. Completion of the work approved must occur in the twelve (12) month period following the approval of the work unless the Architectural Review Committee determines that completion is impossible or would result in great hardship to the Owner due to strike, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. If Owner fails to complete the work within the one-year period, the Architectural Review Committee shall proceed in accordance with the provisions of Section 9.08.2 below.
- 9.08 Determination of Compliance. Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:
- 9.08.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Architectural Review Committee. If the Owner fails to give notice of completion of work performed for which approval was required, the Architectural Review Committee may proceed upon its own motion.
- 9.08.2 Within sixty (60) days the Architectural Review Committee shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Architectural Review Committee finds that the work was not performed in substantial compliance with the approval granted or if the Architectural Review Committee finds that the approval required was not obtained, the Architectural Review Committee shall notify the Owner in writing of the non-compliance and may, with Board approval, require the Owner to remedy the non-compliance.
- 9.09 Failure to Remedy the Non-Compliance. If the Architectural Review Committee had determined that an Owner has not constructed an Improvement consistent with the specifications of the approval granted and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Board shall provide Notice

and Hearing to consider the Owner's continuing non-compliance. At the Hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board may then require the Owner to remedy or remove the same within a period of no more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying improvement or remedy the non-compliance. The costs of such action shall be assessed against the Owner as a Special Assessment, which may be enforced and collected in the same manner as a delinquent Common Expense Assessment.

9.10 Waiver. Approval of any plan, drawings, or specifications for any work proposed or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

9.11 Estoppel Certificates. Within thirty (30) days after written demand is delivered to the Architectural Review Committee by an Owner who has or had a project under its review, the Architectural Review Committee shall record an estoppel certificate, executed by any two (2) members of that committee, with a copy to the Board, certifying that as of the date thereof, either

(a) The work completed complies with this Declaration, or

(b) The work completed does not comply.

In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant, and all Owners and such persons deriving any interest through any of them.

9.12 Liability. If the Architectural Review Committee has acted in good faith on the basis of such information possessed by them, neither the Architectural Review Committee nor any member of the Committee shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed due to:

(a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;

(b) The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications;

(c) The development of any property within the Subdivision; or

(d) The execution and filing or recording of any estoppel certificate, whether or not the facts therein are correct.

9.13 Non-Applicability to Declarant. The provisions of this Article shall not apply to (1) any Lot owned by Declarant or (2) any dwelling or structure being constructed on a Lot, regardless of ownership, by or under the supervision of Declarant or its agents and subcontractors.

ARTICLE 10

GENERAL

10.01 Severability. The invalidation in whole or in part of any section, subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions, which shall remain in full force and effect.

10.02 Rule against Perpetuities. In the event any court shall hereafter determine that any provisions as originally drafted herein shall violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of the law.

10.03 Binding Arbitration. Any dispute arising hereunder shall be submitted to binding arbitration, before a single arbitrator chosen by the parties, in accordance with the Maine Uniform Arbitration Act, as may be amended. The parties shall share equally the costs of the arbitration services and costs.

ARTICLE 11

RIGHTS AFFORDED LOT OWNERS AND INSTITUTIONAL LENDERS

11.01 Availability of Documents. The Association shall be required to make available to Owners and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles, Bylaws, or other rules concerning the Subdivision and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal hours or under other reasonable circumstances.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

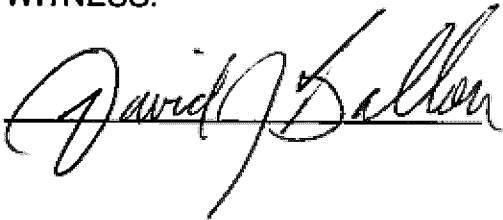
(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days; or

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

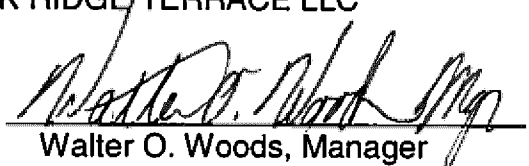
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this twenty-first day of April 2020.

WITNESS:



OAK RIDGE TERRACE LLC

By:

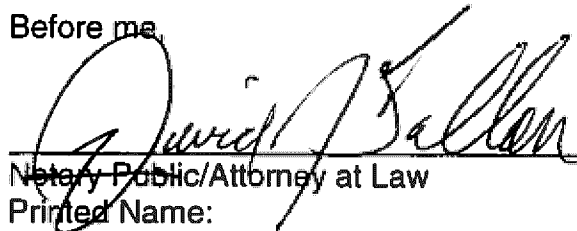

Walter O. Woods, Manager

STATE OF MAINE
COUNTY OF YORK

April 21, 2020

Then personally appeared the above named Walter O. Woods, Manager of Oak Ridge Terrace LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,



Notary Public/Attorney at Law

Printed Name:

Commission Expires:

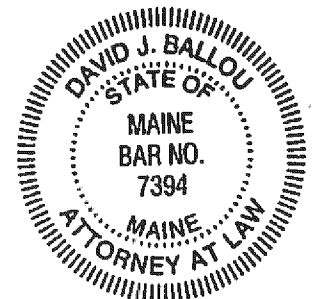


Exhibit A

Property Address: Laura Lane and Oak Ridge Terrace, Arundel, Maine

Legal Description

A certain lot or parcel of land situated on the northeasterly side of Limerick Road, northwesterly side of Skillings Road and Laura Lane in the Town of Arundel, York County, Maine consisting of Lots 1 through 14 inclusive, "Oak Ridge Terrace" and Common Open Space as depicted on "PLAN SHOWING SUBDIVISION FOR WALTER O. WOODS" dated January 8, 2020, prepared by Horizons Engineering, Inc. and recorded in the York County Registry of Deeds Plan Book 406 Page 27 (the *Plan*), being further bounded and described below:

Beginning on the northeasterly side of said Limerick Road at a 1-inch iron pipe found, 1.8 feet above grade and northwesterly corner of land now or formerly of Lucie M. Veilleux,

Thence North 13°-51'-58" West a distance of 593.39 feet by said Limerick Road to an iron rod set,

Thence North 13°-51'-58" West a distance of 65.56 feet by said Limerick Road to an iron rod set,

Thence North 7°-54'-01" West a distance of 59.58 feet by said Limerick Road to a 5/8-inch iron rod found, 0.1 feet above grade with cap marked "2234" and land now or formerly of Sandra Ann Nadeau, Edmund Joseph Nadeau & Michael Joseph Nadeau,

Thence North 49°-09'-33" East a distance of 412.82 feet by said land of Nadeau to an iron rod set,

Thence South 89°-02'-10" East a distance of 283.86 feet by said land of Nadeau to a 5/8-inch iron rod found, 0.8 feet above grade with cap marked "2234",

Thence North 50°-54'-01" East a distance of 589.10 feet by said land of Nadeau to a 5/8-inch iron rod found, 0.1 feet above grade with cap marked "2234",

Thence North 49°-47'-54" West a distance of 176.94 feet by said land of Nadeau to a 5/8-inch iron rod found flush with grade with cap marked "2234",

Thence North 81°-19'-46" West a distance of 691.10 feet by said land of Nadeau to a 2-inch iron pipe found, 0.3' above grade and land now or formerly of Edward J. & Lynn M. Maloney,

Thence North 36°-36'-58" East a distance of 394.81 feet by said land of Maloney to a 5/8-inch iron rod found, 1.0 feet above grade and land now or formerly of

Shirley A. Duva, Trustee,

Thence North 37°-29'-57" East a distance of 32.19 feet by said land of Duva to a 5/8-inch iron rod found, 0.4 feet above grade,

Thence North 37°-59'-57" East a distance of 239.48 feet by said land of Duva to land now or formerly of Annette Langevin,

Thence North 35°-55'-30" East a distance of 243.00 feet by said land of Langevin to a 5/8-inch iron rod found, 0.3 feet above grade and land now or formerly of Kevin & Marie Patt,

Thence North 36°-40'-25" East a distance of 229.15 feet by said land of Patt to an iron rod set and remaining land now or formerly of Oak Ridge Terrace LLC,

Thence South 58°-43'-23" East a distance of 174.17 feet by said land of Oak Ridge Terrace LLC to an iron rod set,

Thence South 70°-22'-52" East a distance of 398.22 feet by said land of Oak Ridge Terrace LLC to an iron rod set,

Thence South 19°-30'-07" West a distance of 156.01 feet by said land of Oak Ridge Terrace LLC to an iron rod set,

Thence generally southeasterly by said land of Oak Ridge Terrace LLC on a circular curve to the right an arc distance of 50.23 feet to an iron rod set, the chord of said curve bearing South 74°-07'-54" East a distance of 50.10 feet, the radius of said curve being 200.00 feet,

Thence North 19°-30'-07" East a distance of 175.81 feet by said land of Oak Ridge Terrace LLC to an iron rod set,

Thence generally northeasterly by said land of Oak Ridge Terrace LLC on a circular curve to the left an arc distance of 43.46 feet to an iron rod set, the chord of said curve bearing North 12°-23'-00" East a distance of 43.35 feet, the radius of said curve being 175.56 feet,

Thence North 90°-00'-00" East a distance of 246.82 feet by said land of Oak Ridge Terrace LLC to an iron rod set,

Thence South 32°-30'-47" West a distance of 84.19 feet by said land of Oak Ridge Terrace LLC to an iron rod set,

Thence South 49°-50'-52" East a distance of 166.42 feet by said land of Oak Ridge Terrace LLC to an iron rod set,

Thence South 39°-02'-11" East a distance of 197.36 feet by said land of Oak

Ridge Terrace LLC to an iron rod set and other land now or formerly of Oak Ridge Terrace LLC, formerly of Jane Frankland,

Thence South 36°-07'-12" West a distance of 224.45 feet by said land of Oak Ridge Terrace LLC,

Thence South 37°-09'-51" West a distance of 51.91 feet by said land of Oak Ridge Terrace LLC to a 5/8-inch iron rod found, 0.4 feet above grade,

Thence South 53°-49'-45" East a distance of 10.72 feet by said land of Oak Ridge Terrace LLC to a granite monument set and said Laura Lane,

Thence generally southwesterly by said Laura Lane on a circular curve to the left an arc distance of 50.54 feet to a granite monument set, the chord of said curve bearing South 28°-55'-57" West a distance of 50.40 feet, the radius of said curve being 200.00 feet,

Thence generally southwesterly by said Laura Lane on a circular curve to the left an arc distance of 58.25 feet, the chord of said curve bearing South 13°-21'-00" West a distance of 58.04 feet, the radius of said curve being 200.00 feet,

Thence South 5°-00'-22" West a distance of 123.23 feet by said Laura Lane,

Thence generally southwesterly by said Laura Lane on a circular curve to the right an arc distance of 89.24 feet, the chord of said curve bearing South 21°-35'-31" West a distance of 88.00 feet, the radius of said curve being 154.16 feet,

Thence South 38°-10'-32" West a distance of 83.53 feet by said Laura Lane to an iron rod set,

Thence South 38°-10'-32" West a distance of 16.47 feet by said Laura Lane,

Thence generally southwesterly by said Laura Lane on a circular curve to the left an arc distance of 99.03 feet, the chord of said curve bearing South 28°-25'-05" West a distance of 98.55 feet, the radius of said curve being 290.78 feet,

Thence South 18°-39'-42" West a distance of 106.38 feet by said Laura Lane to an iron rod set and land now or formerly of Jerald R. Court and Dolly S. Petrin-Court,

Thence North 74°-59'-03" West a distance of 174.01 feet by said land of Court to an iron rod set,

Thence South 35°-04'-28" West a distance of 47.60 feet by said land of Court to a 2-inch iron pipe found, 1.8 feet above grade,

Thence South 37°-28'-08" West a distance of 218.57 feet by said land of Court to

an iron rod set,
Thence South 37°-28'-08" West a distance of 126.26 feet by said land of Court to a 5/8-inch iron rod found, 0.3 feet above grade and land now or formerly of James V. & Donna J. Rooney,

Thence South 37°-28'-06" West a distance of 171.42 feet by said land of Rooney to land now or formerly of Robert M. & Diane E. Champagne,

Thence South 37°28'-06" West a distance of 347.61 feet by said land of Champagne to a 5/8-inch iron rod found, 0.3 feet above grade,

Thence South 38°-23'-06" West a distance of 164.43 feet by said land of Champagne to said Skillings Road,

Thence generally southwesterly by said Skillings Road a distance of 107 feet, more or less to an iron rod set,

Thence generally southwesterly by said Skillings Road a distance of 224 feet, more or less to said land of Veilleux,

Thence South 76°-08'-48" West a distance of 391.45 feet by said land of Veilleux to the point of beginning.

Containing 49.15 acres.

The above bearings refer to Grid North and are based on the Maine Coordinate System, West Zone.

The above corners described as "iron rod set" are 5/8-inch iron rods to be set with plastic identification caps.

The above corners described as "granite monument set" are 4-inch by 4-inch granite monuments to be set with identification cap.

The above described premises are subject to a 50-foot wide access and utility easement to land now or formerly of Sandra Ann Nadeau, Edmund Joseph Nadeau and Michael Joseph Nadeau, their heirs and assigns, as described in deed recorded at York County Registry of Deeds Book 17126, Page 236 and any and all rights, encumbrances and conditions as depicted on the Plan.

Together with a right of way and utility services easement in common within Laura Lane as shown on the Plan. For reference to Declarant's title to Laura Lane, see deed from Jane L. Frankland to Oak Ridge Terrace LLC dated April 21, 2020 and recorded herewith.

Expressly excluding and reserving to Declarant the 22.44 acre parcel shown on the Plan as "Remaining Land Retained by Owner", which may be used by

Declarant for a future phase expanding the Subdivision; and subject to the reservation by Oak Ridge Terrace LLC for all land development purposes of fee simple title in and to two private ways shown on the Plan, namely, *Laura Lane* and *Oak Ridge Terrace* pursuant to 33 M.R.S. § 469-A.

Subject to a Fire Protection Easement from Oak Ridge Terrace LLC to the Town of Arundel dated April 21, 2020 for access, inspection, maintenance and use of the fire protection facilities located within the 30' x 50' Fire Protection Easement area on a portion of Lot 11 as shown on the Plan, together with right of way over *Laura Lane* and *Oak Ridge Terrace* for access to said Fire Protection Easement.

Subject to the Old Thompson Cemetery as shown on the Plan together with access rights.

Subject to the dam flowage rights described in Note 7 of the Plan.