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SCHOONER RIDGE

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS (herein called the "Declaration"), made as of the 25th day of October, 1985, by HOUSING RESOURCES CORPORATION, a Maine business corporation (herein called the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property situated on the northerly side of Route 88 in the Town of Cumberland, County of Cumberland and State of Maine more particularly shown on a Plan entitled "Final Subdivision Plan 'Schooner Ridge' on Route 88 Cumberland, Maine for Housing Resources Corporation" by Owen Haskell, Inc. dated August 9, 1985 and revised August 19, 1985 and approved by the Cumberland Planning Board and recorded in the Cumberland County Registry of Deeds in Plan Book 150, Page 58, (as the same may be revised with the approval of the Planning Board, the "Plan");

WHEREAS, the Developer is desirous of subjecting the numbered lots shown on said Plan (hereinafter referred to as a "Lot" in the singular and as "Lots" in the plural) to the restrictions, covenants, and agreements hereinafter set forth and to declare for the benefit of the owner of each Lot and such Lot owner's heirs, executors, administrators, successors and assigns the undertakings and agreements hereinafter set forth;

NOW THEREFORE, the Developer hereby declares that the Lots are and shall be held, transferred, sold and conveyed subject to the easements, covenants, agreements, restrictions, liens and charges hereinafter set forth:

A. DEED COVENANTS AND RESTRICTIONS.

The ownership, occupancy, use and conveyance of each Lot are subject to the following covenants and restriction:

1. Each Lot shall be used for single family residential purposes exclusively and no Lot shall be further subdivided.

2. No structure shall be erected on any Lot except one detached, single family, residential dwelling, hereinafter referred to as a dwelling, and such other buildings necessary and subsidiary to the same, such as a garage and each dwelling, prior to occupancy shall be connected to the Town of Cumberland public sewer system. All utility lines connecting such dwelling to water, sewer, electric, telephone, cable television or other utilities located within Schooner Ridge Road, Route 88 or Powell Road shall be underground.

3. Prior to commencement of construction of the dwelling to be constructed initially on each Lot, the Lot owner shall submit to Developer the following: (a) a site plan showing the location on the Lot of the dwelling, the garage, the driveway and all walks, patios and landscaping and any proposed tree cutting, (b) floor plans for the dwelling and (c) elevation plans showing all facades of all buildings on the Lot. Developer shall approve such plans provided that they conform to this Declaration and the Developer determines, in its sole discretion, that construction in accordance with such plans will not be detrimental to the Schooner Ridge development. The initial dwelling on each lot shall be constructed only in conformity with such approved plans. Upon completion, all dwellings shall be deemed to have complied with this paragraph.

4. All exterior construction work on any building or other structures shall be completed within 1 year from the date that construction (including excavation) begins. All landscaping and construction of a paved or crushed driveway must be completed within 9 months of occupancy.

5. The wholesale cutting or clearing of trees on a Lot, whether for commercial lumbering purposes or otherwise, is prohibited. This does not prevent a Lot owner from cutting trees to construct or enhance the homesite on the Lot, to provide a view from his Lot or to preserve the wooded environment of his Lot.

6. It shall be the responsibility of each Lot owner to install and maintain at his expense a hydroneumatic system if necessary to provide adequate water pressure and/or an effluent grinder pump and/or enter into limited service agreements as may be required by the Portland Water District as described in Notes Nos. 11 and 12 on the Plan.

7. Each Lot owner shall be responsible for paying his allocated share of the costs of hauling and disposal of solid wastes from the Subdivision for so long as the Maine Department of Environmental Protection Site Location Order applicable to the Subdivision requires that such wastes be hauled and disposed pursuant to private contracts. Each Lot owner shall indemnify and hold harmless the Developer from all losses, damages, claims, liabilities or expenses, including reasonable attorneys' fees, arising out of such Lot owner's alleged violation of such Department of Environmental Protection Order.

8. All disturbed areas on any Lot must be revegetated in accordance with good erosion practice methods as soon as possible. Growth of grass or other ground cover must be established within one year from the time of disturbance.

9. All driveways entering directly on Route 88 must obtain driveway permits from the Maine Department of Transportation which shall require that entrances be designed to accommodate the anticipated storm water flow along the northerly side of Route 88.

10. Each Lot owner acknowledges that there will be commercial development of the property presently owned by Henrick Corp. located to the North of the property shown on the Plan.

11. Prior to the date of the execution and recording of this Declaration, there has been formed SCHOONER RIDGE ASSOCIATION, a non-profit non-stock corporation organized under the laws of the State of Maine (herein called the "Association"). Each owner of a Lot (including Developer prior to the initial conveyance of each Lot) shall automatically become and be a member of the Association as long as he continues as the owner of a Lot. Upon the termination of interest of an owner in a Lot, his membership and any interest in the Association shall thereupon automatically terminate and transfer and inure to the next owner of his Lot succeeding him in interest. Each owner of a Lot shall be bound by the By-Laws of the Association, as the same may be amended from time to time, and each owner of a Lot shall comply strictly with said By-laws of the Association. No holder of a mortgage of a Lot shall be considered as a Lot owner until such holder shall acquire title to the Lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the Lot. In the event that a dwelling is constructed on the rear parcel abutting Lot 4 which dwelling has access by means of a driveway to Schooner Ridge Road over the 15,295 square foot parcel designated "Proposed to be sold to Abutter" on the Plan, then such parcel shall thereafter be considered a Lot hereunder and the owner of such parcel shall be a member of the Association.

B. DEVELOPER RESPONSIBILITIES.

Developer shall be responsible for construction of the road and turnaround areas shown on the Plan as Schooner Ridge Road (the "Road") and a water line and sewer line within the Road, all in accordance with standards of the Town of Cumberland and the Portland Water District.

After completion of said Road and sewer line, they shall be conveyed by the Developer to the Town of Cumberland. After completion of said water line, it shall be conveyed to the Portland Water District. The Developer shall also permit electric, telephone and cable television companies to install service lines within the Road.

C. ASSOCIATION RESPONSIBILITIES.

1. The Association shall perform and be responsible for the enforcement of the convenants and restrictions set forth herein, for the maintenance of the landscaping within the Schooner Ridge Road right-of-way and of other common improvements generally benefitting the Lot owners and for entering into and administering the private waste disposal contracts described in paragraph A.7. above. Assessments by the Association upon the Lots and the owners

thereof shall be used exclusively for the aforesaid purposes, and for such other purposes as shall be permitted by the By-Laws of the Association (hereinafter collectively, called the "Common Expenses").

2. No later than thirty (30) days prior to each Annual Meeting of the members of the Association the Board of Directors shall estimate the Common Expenses following calendar year and shall present such estimate to the members at their Annual Meeting as the proposed annual budget for such calendar year. The annual assessments required to meet estimated Common Expenses for the calendar year shall be approved by the members of the Association at their Annual Meeting held in the month of December prior to the commencement of the calendar year to which the estimated budget of Common Expenses applies. If the Lot owners disapprove such budget then the budget for the preceding fiscal year shall be the budget for the succeeding fiscal year. The owner of each Lot shall pay to the Association as his assessment for Common Expenses one-twenty-ninth (1/29th) of the total Common Expenses as reflected by the budget. If the waste disposal contract referred to above is based on the volume of waste or on the number of dwellings on the Lots rather than the number of Lots, then the costs of such contract shall be equally allocated among those Lots on which a dwelling is located.

3. All assessments shall be billed no later than two (2) weeks prior to the commencement of the succeeding calendar year by the Treasurer of the Association sending the bills therefor to the respective Lot owners at the address recorded in the Secretary's records either personally or by placing the bill in the United States mails, postage prepaid, addressed to the Lot owner as aforesaid. All sums so assessed and billed shall become due no later than thirty (30) days after the date of each such bill.

4. The members of the Association may from time to time at special meetings levy additional assessments for the purposes previously provided by the same majority of votes as required for the annual assessments.

5. The assessments authorized hereunder billed by the Association shall be a charge on the land and shall be a continuing lien upon the Lot upon which such assessment is made. If the assessment to a Lot owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall be recoverable by the Association together with interest at the annual rate of eighteen percent (18%), costs of collection and reasonable attorneys' fees, pursuant to all remedies provided by law to the Association including, but not limited to, the bringing of an action at law against the delinquent Lot owner. In addition, such assessment, interest and costs shall constitute a lien against the Lot in favor of the Association from the date upon which such assessment became due which shall be prior to all other liens and encumbrances on a Lot except for mortgages recorded before or after the date upon which the assessment sought to be enforced became delinquent. Such lien may be enforced and fore-

closed by the Association in like manner as a mortgage on real estate or by any other means presently or hereafter provided by law or in equity.

6. Each Lot owner shall perform and be responsible for the maintenance and clearing of any portion located on his Lot of any of the Drainage Easements shown on the Plan and to the extent that the Lot owner shall fail to perform the maintenance and clearing of the portion of the drainage easements on his Lot, the Association shall have the right, but not the obligation, to perform such maintenance and clearing of said portion of the drainage easements and to levy the cost thereof upon said owner of the Lot that has failed to perform such maintenance and clearing of the portion of the drainage easements on his Lot, which levy for expenses shall be paid within thirty (30) days after written demand therefor by the Association and which payment may be enforced as provided for the enforcement of payment of assessments for Common Expenses including, but not limited to, the creation and enforcement of a lien therefor.

D. EASEMENTS.

The use of the land areas shown as easements on the Plan shall be governed by the following:

1. The Drainage Easements designated E-1 and E-2 on the Plan shall be for the benefit of all land which may now or hereafter drain surface water into such easement areas including but not limited to Henrick Corp., its successors and assigns as owner of the land located to the north of the land shown on the Plan and the benefit of such easements are hereby granted by the Developer to Henrick Corp., its successors and assigns. The Drainage Easements designated as E-3, E-4, E-5, E-6 and E-7 shall be for the benefit of the Town of Cumberland for drainage from Schooner Ridge Road as well as for the benefit of Lots which may now or hereafter drain surface water into such easement areas. The owners of all Lots burdened by said Drainage Easements shall maintain and clear said easements and shall refrain from any building, filling or other action which would impede the flowage of water through such easements. Any Lot owner constructing a driveway over a Drainage Easement shall install an appropriate size culvert thereunder, which culvert with respect to driveways serving Lots 5, 6, 7 and 8 shall be at least 42" in diameter as required by Note No. 7 on the Plan. With respect to the preservation of the existing drainage course through Lots 1, 2, 3, 4 and 5 no building or filling below elevation 72 (based on U.S.G.S. 1929 Datum) will be permitted as set forth in Note No. 8 on the Plan. The Association, Henrick Corp., its successors and assigns and any Lot owner benefitting from any Drainage Easement shall have the right to enter upon the easement area and surrounding land for the purpose of maintaining and clearing the easement for drainage purposes.

2. The Access Easements designated as E-8, E-9 and E-10 on the Plan are located on Lots 7, 15 and 20 respectively (the "Burdened

Lots") and are for the benefit of Lots 8, 10 and 21 respectively (the "Benefitting Lots"). In each situation the owner of the Benefitting Lot shall have the right, but not the obligation, to enter on the easement area for the purpose of constructing, reconstructing, paving, maintaining and using a driveway thereon for the purpose of access to and from the Benefitting Lot to Schooner Ridge Road. The Burdened Lot owner shall also have the right, but not the obligation, to construct, reconstruct, pave, maintain and use a driveway within said easement areas in common with the owner of Benefitting Lot and to extend, connect to and use in common a driveway previously constructed thereon by the Benefitting Lot owner. Similarly if the driveway is initially constructed by the Burdened Lot owner the Benefitting Lot owner may extend, connect to and use in common such driveway. Whenever a driveway within an Access Easement is used in common the owners of the Burdened Lot and the Benefitting Lot shall share the costs of maintaining and plowing the commonly used portion of such driveway.

3. As described in Note No. 11 on the Plan the owner of Lots 16, 17, 18 and 19 have the option of installing an effluent grinder pump and connect to the sewer line in Schooner Ridge Road or to install a gravity sewer line to connect to the sewer line in Route 88. The Sewer Easements designated as E-11, E-12, E-13, E-14 are for the purpose of locating said gravity sewer lines if said Lot owners elect to do so. The owners of the Lots burdered by said Sewer Easements shall not plant trees or erect buildings within said Sewer Easement areas. A Lot owner having the benefit of any such Sewer Easement shall have the right to enter thereon for the purpose of constructing, reconstructing, installing, replacing and maintaining an underground sewer line therein and to extend, connect to and use in common any sewer line previously installed therein by another Lot owner, provided that promptly after each such entry the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry. Lot owners using any such sewer line in common shall share the costs of maintenance of such common sewer line.

4. The Developer reserves the right to grant easements to the Town of Cumberland and any utility companies for the purpose of installing and maintaining utility lines within the Utility Easement designated as E-15 on the Plan.

E. AMENDMENT OF DECLARATION.

This Declaration may be amended at any time and from time to time by written instrument duly executed by the owners of record of Eighty-five percent (85%) of the Lots and by all of the Mortgagees of record of the Lots owned by such owners, and recorded in the Cumberland County Registry of Deeds; provided, however, that no amendment can impair any of the easement rights described herein without the consent of the owners of the property benefitting from such easements and that no amendment can modify the Lot owners' obligations with respect to the Department of Environmental Protection Order or the installation and maintenance of a

hydroneumatic system for water service or an effluent grinder pump for sewer service to the Lots. In addition, any amendment within five (5) years from the date hereof must be consented to by the Developer.

F. COVENANTS RUNNING WITH THE LAND.

1. All present or future owners of Lots are subject to the terms and provisions contained or referred to in this Declaration. The acceptance of a deed or conveyance of a Lot other than as security, or the entering into of occupancy of any Lot, shall signify that the provisions contained or referred to in this Declaration and the decisions of the Association are accepted and ratified by such owner or occupant. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any-time any interest or estate in a Lot (except as mortgage security), as though such provision were recited and stipulated at length in each and every deed or conveyance of a Lot.

2. If any one or more of these covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, HOUSING RESOURCES CORPORATION, has caused its corporate name to be signed and its corporate seal to be hereunto affixed by Lyndel J. Wishcamper, its President hereunto duly authorized as of the date and year first above written.

WITNESS:

James C. Palmer

HOUSING RESOURCES CORPORATION

By: Lyndel J. Wishcamper
Lyndel J. Wishcamper,
President

STATE OF MAINE

CUMBERLAND, ss. October 25, 1985

Then personally appeared the above named Lyndel J. Wishcamper, President of Housing Resources Corporation and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

James C. Palmer
~~Notary Public~~
Attorney at Law
James C. Palmer

RECEIVED
RECORDED REGISTRY OF DEEDS
1985 OCT 25 PM 4:14
CUMBERLAND COUNTY
James J Walsh