
DECLARATION OF DEEDED PROTECTIVE COVENANTS AND RESTRICTIONS

TARKILN HILL ESTATES

RAYMOND MAINE

KNOW ALL MEN BY THESE PRESENTS, that It, TARKILN HILL PROPERTIES, LLC, of Standish, Maine (hereinafter called "Declarant"), is the owner of certain real estate located in said Raymond (Tarkiln Hill Road) and known as Tarkiln Hill Estates as shown on a plan entitled "Tarkiln Hill Estates, Raymond, Maine" by Land Services, Inc. recorded in the Cumberland County Registry of Deeds in Plan Book 204, Page 612.

WHEREAS, the Declarant desires to create and maintain a residential area preserving the natural and residential features of the property which are of unusual value;

WHEREAS, Declarant has established Tarkiln Hill Lot Owners Association, a Maine non-stock corporation; and

WHEREAS, the Declarant desires to assist its Grantees in providing the necessary means to enable them and their Grantees to accomplish this purpose;

NOW THEREFORE, in consideration of the premises, the Declarant for itself and its successors and assigns, hereby subjects all of the lots on said Plan numbered 1 through 23 inclusive, and any adjoining land which Declarant may from time to time elect to subject to this Declaration by written instrument duly recorded (collectively the "Property") to the following restrictions, covenants and conditions as covenants running with the land which shall be binding upon and enforceable by the Declarant, its successors and assigns, the Association, its successors and assigns, or by the then owners of any parcels or lots subject to this Declaration to wit:

USE:

1. RESIDENCE:

- 1.1 That each lot shall be used for single family residences only and shall be developed with not more than one residential unit per lot; a residential unit shall be constructed in conformance with any applicable building code adopted by the Town of Raymond and shall include no buildings or structures other than the following, viz.: one detached dwelling house designed as a residence for one family, one garage for private use constructed as an integral part of the dwelling or one garage as a detached building adapted for the storage of automobiles and suitable garden structures and ordinary appurtenances to single family dwelling houses. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, shed or other buildings shall be erected, used or maintained on any Lot at any time without the prior written consent of the Declarant. The residence shall contain at least **1800** square feet of aboveground level living space, exclusive of any porches, garages or basement areas. No buildings or structures of any kind except the aforesaid residential structures shall be erected, used, maintained, or allowed to stand on the property. The design and quality of the residential dwellings, garages, and other buildings, including but not limited to materials, colors, textures, building shape, roof lines and site orientations shall be of a character assuring the conformity and harmony of external design and general quality of Tarkiln Hill Estates. All utility lines shall be situated underground, except for temporary lines as required during construction and lines installed by or at the request of the Declarant. Only dimensional asphalt shingles, non-reflective metal, copper and slate roofing materials are allowed. All disturbed areas on any lot must be re-vegetated in accordance with good erosion prevention methods; growth of grass or other ground cover must be established within (1) year from the time of disturbance. Landscape plans shall include front and side lawns and at least (6) foundation shrubs at least thirty (30) inches high in front of the dwelling. All pool pumps, central heating and air conditioners, and all other ground level mounted systems must be hidden from view from the road with shrubbery or other landscaping. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written

consent of the Declarant and in no event shall any aboveground swimming pool be permitted. No exterior clotheslines of any type shall be permitted upon any Lot. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), or wading pools may be erected or located on any Lot except between the rear line of the Residence dwelling and the rear lot line, without the approval of the Declarant. Chimneys will be designed with a minimum cross sectional area of 8 feet. Mailboxes and posts must be kept in good working order and be of a character harmonious with the environment. Window mounted air conditioners are not permitted where visible from any road except as may be permitted by the Declarant. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purposes. No business or trade of any kind shall be performed on any lot, provided, nonetheless, that a residence may be used for personal or professional office work by a resident but may be used neither for meeting clients or patients or held out as an office to such persons or the public. Notwithstanding the above, the Declarant may maintain a sales, leasing and management office on any unsold lot, may use unsold lots for display and marketing purposes and may use unsold lots for construction purposes.

Lots may be leased for residential purposes. All leases shall be in writing. All leases shall require, without limitation, that the tenant acknowledge in writing receipt of a copy of these Covenants. All leases shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, Declarant may seek legal remedies against the owner of the property.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Declarant.

No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Declarant, which consent shall not be withheld to unreasonably delay or prevent installation. Standard television antennas, direct broadcast satellite services antenna (DBS) one meter in diameter or less, multi-channel, multi-point distribution service antenna (MMDS) one meter in diameter or less, upon prior approval of the DECLARANT, may be installed on any Lot subject to the following requirements:

- (a) antenna placement on a roof shall not be visible from the street, provided such placement does not preclude reception of an acceptable quality signal;
- (b) antennas installed in a yard must be adequately screened from view; and
- (c) each Lot owner shall be solely responsible for installing and maintaining his antenna, notwithstanding the foregoing.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Except as may be permitted by the Declarant, exterior lighting visible from the street shall not be permitted except for

- (a) approved lighting as originally installed on a Lot;
- (b) one (1) decorative post light,
- (c) street lights in conformity with an established street lighting program for the Community;
- (d) seasonal decorative lights at Christmas; or landscape lighting

2. **PETS AND ANIMALS:**

Nothing shall be done which may be or become an annoyance or nuisance; the keeping of poultry, swine, or livestock other than household pets in reasonable numbers normally housed in a residence shall not be permitted. No pets may be kept, bred or maintained for any commercial purpose.

The Association shall have the power to regulate the keeping of pets under the bylaws or rules and regulations of the Association as promulgated or amended from time to time. In any event all animals shall be restrained so as not to become noisome or offensive to the occupants of any lots; all dogs and other large pets shall not be permitted off the owners lot except on a leash attended by a responsible person.

3. **MOTOR VEHICLES:**

Outside parking areas and drives are provided for the parking of private passenger motor vehicles. Towable trailers, whose intended and actual use is for seasonal recreational purposes

only, may be parked in such areas temporarily provide that such trailers shall not be visible from the street when not in use. The parking areas shall not be used for outside parking of unlicensed or inoperable vehicles except with the prior written approval of the Associations Board of Directors or if housed within a fully enclosed garage.

4. **STONE WALLS AND FENCES:**

All stone walls shall be preserved, except as may be necessary for the construction and maintenance of the roads, structures, utilities and subsurface disposal systems. Stones displaced from any existing stone wall are to be re-used in the remaining stone wall or site landscaping. No fence or fencing type barrier of any kind, other than stonewalls, shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Declarant. The Declarant shall issue guidelines detailing acceptable fence styles or specifications that may be amended from time to time.

5. **NATURAL TREE GROWTH:**

The natural tree growth on the Property shall be preserved, except as may be necessary for the construction and maintenance of the roads, structures, utilities, subsurface disposal systems, paths, provide for good woodland management, foster a healthy forest ecosystem, and as may be necessary to facilitate passive solar heating. Subsequent to the completion of a residential dwelling on the lot, the removal of any additional trees in excess of (6) inches in diameter shall be replaced by a similar species of tree of at least (6) feet in height.

6. **PARKING:**

Adequate off-street parking is provided with each lot; therefore no on-street parking is allowed on a consistent basis or for extended periods. The reason for this rule is to assure the safety and security of the community, and no person shall permit vehicles to be parked on the street in violation of this rule. Any vehicle repeatedly parking on the street or parking on the street for extended time periods (48 hours or more) shall be towed at the Owner's expense. The Owner or vehicle owner shall be responsible for all fees, costs, liabilities, damages or other expenses arising from the towing or booting of the vehicle; and neither the Declarant nor lot owners shall be liable to any person in connection therewith. The failure of the Declarant or its successors to enforce any of these rules shall in no event be considered a waiver of the right to do so in the future as to the same violation or breach or any violation or breach occurring prior or subsequent thereto.

7. **SIGNS:**

Owners shall have the right to install a sign of not more than two (2) square feet showing the name of the owner or occupant and the name or street number of the premises. All signs shall be compatible with the environment, and under no circumstances shall projecting signs, neon or brightly lighted or internally lighted signs be permitted on any parcel. No signs promoting political or commercial business shall be permitted except in the case of promoting the sale of said lot or during initial construction of a home on said lot. The Declarant reserves the right to display signs depicting all lots for sale at any location of Tarkiln Hill Road and right to display lot number signs for each lot.

8. **PRE-CONSTRUCTION REVIEW:**

No structure shall be commenced, erected, placed, moved onto or permitted to remain on any lot nor shall any existing structure or lot be altered in any way which materially changes the exterior appearance of the structure or lot, unless plans and specifications have been submitted to and approved in writing by the Declarant. The Declarant shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval. Prior to commencement of construction of any structure to be constructed on each lot, the lot owner shall submit to Declarant the following:

- a) Complete site plans showing the location of the dwelling on the lot, the garage (attached two car size or separate three car size garage are the minimum sizes allowable), the driveway, all of the walks, patios, landscaping and any proposed tree cutting.
- b) Complete floor plans for the dwelling showing a minimum of **1800** square feet of above-ground living space (exclusive of cellars, porches, decks and associated structures), and
- c) Elevation plans showing all facades of all buildings on the lot.
- d) Landscaping and drainage plans ensuring that that lot as developed will provide for adequate removal of runoff from the property without negative impact on the common areas or adjacent lots.

The Declarant shall approve such plans provided that they conform to the Declaration and the Declarant determines, in his sole discretion, that construction in accordance with such plans will not be detrimental to the Tarkiln Hill Estates subdivision. The Declarant will make reasonable

efforts to assist and advise the lot owner in order that an acceptable plan may be prepared and submitted for approval.

9. **DURING CONSTRUCTION:**

Sediment Controls must be used during all exposed excavation work until adequate vegetation allows its removal. The Declarant, after reasonable request, at a reasonable time or times, enter upon any Lot for the purpose of ascertaining whether the proposed and approved installation, construction, or alteration of any structure or the use of any lot or structure is in compliance with the provisions of this declaration.

10. **COMPLETION OF CONSTRUCTION:**

Within twelve (12) months from the start of any construction, and owner shall erect, build and have the exterior of the building closed in and completed in a manner consistent with the conditions set forth herein. A paved driveway must be completed within six (6) months of occupancy.

11. **MAINTENANCE OF FACILITIES:**

Drainage Catch basins and drainage areas, as depicted on the plan, are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Notwithstanding the foregoing, changes necessary for the improvement in the drainage or flow of water from a lot or adjacent lot shall require prior approval of the DECLARANT. Any damage caused by modification to the original drainage and flow shall be repaired by the person causing the damage at such person's sole expense.

The Association, through its Board of Directors, shall have the irrevocable right to have access to each parcel from time to time during reasonable hours, as may be necessary for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible there from, including pedestrian, utility and drainage easements, to prevent damage to the common areas and facilities, or to any other parcel(s).

The Declarant and its designees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add material to and alter the common roads, drives, trails and common facilities. The expense thereof shall be charged to each lot as a common expense. Annual maintenance activities include clearing the ditches of blockages, periodically removing blockages to the 4" orifices in the two outlet-control structures and mowing the pond side slopes and berms once per year. The Declarant shall notify the Town of Raymond Code Enforcement Officer when annual maintenance is completed each year.

12. **COMMON AREAS, OPEN SPACE AND ACCESS TO AMENITIES:**

Public access is allowed by easement through the open space for the purpose of trail access, respectful passive open space activity and legal hunting activities.

The Declarant has created a public easement which may be moved from time to time, to be available to the public for the purpose of passive recreational access through the Tarkiln Hill open space forest and adjacent inter-connecting trail systems within the Town of Raymond and adjoining towns. The Declarant has the right to restrict public access to various common trails and amenities as it sees necessary to manage the common areas in support of this Declaration herewith. At no time may the Declarant restrict legal hunting activities within the common area as allowed by the State of Maine. All trapping activity utilizing animal traps, which inflict physical pain on the trapped animal, is not to be allowed within the open space under any circumstances for the safety of the public, the lot owners and their household pets.

It is the intent of the Declarant to create open space opportunities for the Association. The use of alternate means of transportation (such as but not limited to ATV's, snowmobiles, golf carts and other means of recreational transportation) shall be permitted to encourage and enable travel into and out from open space access points by any lot owner. The Association shall allow non-automotive motorized access to and from Tarkiln Hill Estates open space trail systems by lot owners in a safe and prudent manner subject to the rules and regulations concerning usage of motorized vehicles in the State of Maine. All motorized vehicles must be properly registered, insured and legally operated in such a safe manner such that they are not a nuisance to the Association. In any event motor vehicles shall be operated so as not to become noisome or offensive to the occupants of any lot and shall only be operated by a responsible person. Motor vehicles may not be allowed on certain designated trails (i.e. cross country ski, snowshoe, some

hiking trails) except while in use to maintain that trail. The Board of Directors of the Association shall have the power to adopt such reasonable rules and regulations as it deems appropriate regulating the use of all motor vehicles on the Property within the bounds of these Declarations.

The Declarant and its designees shall also have the right to make available through lease, certain small portions of the open space area for other organizations provided herewith:

- 1) The activity promotes unrestricted open space access for passive recreational activities in support of local community organizations.
- 2) The organization or beneficiary is a not-for-profit entity (i.e. snowmobile clubs, bird watching clubs, charity walks, schools, etc.)
- 3) The organization or beneficiary assumes all liability and responsibility for the activity so as to protect the Declarant and its designees from any and all risk of liability as a result of said activity.

13. **ROADS, EASEMENTS AND ASSESSMENTS:**

1.2 For the purpose of maintaining roads, utility and other easements, traffic control, maintaining the stormwater drainage systems, general planting along roadway and other common areas, and all common services of every kind and nature required or desired within or adjoining the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the by-laws and rules of the Association. All Owners and occupants of Lots are given notice that use of their Lots is limited by the restrictions as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected and that the Design Standards may change from time to time. The lot owner shall pay to the Association, or its authorized representative, monthly or as otherwise required by the Association, his proportionate share of the expenses of and reserves of the Association in carrying out its function all as determined by the Association's Board of Directors. Such obligation (including such interest as may be established by the Association and costs of collection and reasonable attorney's fees) shall constitute a lien on a lot subject however, to any mortgage held by an institutional lender to which mortgage the lien is subordinate. Said lien is to be a continuing lien on the premises until paid in full. The recording of this declaration constitutes record notice of the lien, which may be foreclosed in the same manner as a mortgage.

- A. The Association shall notify the owners of the lots above described at the addresses maintained by the Association within thirty (30) days after said assessment has been fixed and levied, notifying such owners of the amount of the charge or assessment for such year, when the same will be due and payable, and the amount due on each lot or parcel of land owned by each such owner, and an interest rate of 18% per annum on past due assessments plus attorney's fees and other costs incurred in collection, provided that failure to send such notice shall not relieve the Owner of his obligation hereunder. It shall be the duty of each owner to list his address with the Association, failing which the Association may send such notices to such addresses as reasonably appears to be a permanent address of such owner. Failure of the Association to levy the assessment or charge for any one-year or send such notice shall not effect the right of said Association to do so for any subsequent year or for such prior years in arrears.
- B. A written or printed notice thereof deposited into United States mails, with postage prepaid, and addressed to the respective owners as aforesaid shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this declaration, wherever notice may be required.

14. **ASSOCIATION MEMBERSHIP AND ADMINISTRATION:**

- A. Each owner of a lot shall be deemed to be a full voting member of said Association and shall continue to be a voting member thereof as long as he or she is the owner of any said lot or lots subject hereto. A lot owner shall have one vote. Upon transfer, conveyance or sale by any owner of all of his or her interest in such lots, said owners membership in said Association shall thereupon cease and terminate and the new owner shall become an Association member.
- B. The Association shall notify by mail all such owners at the address of such owners as are listed with the Association, the time and place of regular or special meetings of the Association. Such notices shall be mailed at least ten (10) days in advance of such meetings.
- C. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it to adequately and properly carry

out the purpose and provisions of this Declaration, subject to the limitations hereinabove set forth.

D. This Declaration may be terminated and all the land now or hereinafter affected may be released for all of the terms and provisions thereof by the owners of four fifths (4/5) of the lots subject thereto at the time it is proposed to terminate this said Declaration.

15. **COMPLIANCE WITH LAWS AND SEWAGE DISPOSAL:**

All siting, construction, excavation, sewage disposal and water supply, fire prevention, and storm water drainage shall be in accordance with all applicable local and state laws, codes, ordinances and regulations.

16. **DECLARANTS RIGHTS:**

The Declarant reserves these exclusive and irrevocable rights:

- a) To extend any road within Tarkiln Hill Estates or reserved future right of way into other property and to convey rights of way over said roadway.
- b) To add new lots to the Association.
- c) To add new land to the Tarkiln Hill open space.
- d) To make other changes to the open space as may be necessary from time to time within the bounds of the Town of Raymond Subdivision and Land Use Ordinance including land swapping.
- e) To create new amenities within Tarkiln Hill Estates at his sole discretion (including but not limited to new trails, a snowmobile warming hut and other amenities) at no construction cost to the lot owners and to convey such amenities to the Association following completion at which time the Association shall assume ownership and obligation for such amenities.
- f) To create a public park, not to exceed 2 acres, encompassing the peak of Tarkiln Hill within the open space if acceptable to the Town of Raymond.
- g) Any amendment within five (5) years from the date hereof must be consented to by the Declarant.

17. **NUISANCE:**

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall only be pursued or undertaken in a garage and not visible from the road or adjacent lots.

18. **REFUSE DISPOSAL:**

All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community in accordance with city and county regulations.

19. **SUBDIVISION:**

The lots as shown on the plan may not be further divided except with the consent of the Declarant and with approval of the Town of Raymond if required under the Subdivision Ordinance or if the lot is labeled "RESERVED FOR FUTURE DEVELOPMENT" on the duly recorded Tarkiln Hill Estates subdivision plan. Tarkiln Hill Road will be designed and built according to Planning Board recommendations with the intention that they may be later submitted for acceptance by the Town of Raymond as a public road.

20. **FOREST MANAGEMENT:**

The open space forest shall be managed by a local certified commercial forestry management corporation with Forestry Stewardship Certification, which promotes forest-harvesting methodologies with the following goals:

- (1) conservation of scenic quality;
- (2) protection of water quality, wetlands, and riparian zones;
- (3) protection of unique or fragile natural areas;
- (4) conservation of native plant and animal species;
- (5) maintenance of soil productivity;
- (6) protection of unique historic and cultural features.

The Declarant has selected Hancock Land Company of Casco, Maine, which is FSC certified, to manage the Tarkiln Hill open space forest into perpetuity. The lot owners will not impede forest management activities, as they are required from time to time. Hancock Land Company owns deeded harvest rights to the open space. Any modification to the open space must continue to allow access for forest harvesting activity.

21. **ENFORCEMENT:**

The provisions of Declaration have been adopted for the benefit of the owners of the Property.

Therefore, the violation or attempted violations of any covenant or restriction in this Declaration is hereby declared a nuisance that may be remedied by any appropriate legal proceeding. If any owner shall attempt, violate or permit violation of any of the covenants, restrictions or reservations described above, the Declarant, the Association or any lot owner 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 attempts or violations, or both.

The Declarant may, after notice and opportunity to cure, impose a fine of an amount not less than \$10 per day nor more than for each such violation. Each day that such violation is permitted to continue shall constitute a separate violation.

22. **TERMINATION OF RESTRICTIONS:**

At a meeting duly held not earlier than January 1, 2030, the then current lot owners of record may terminate the provisions set forth in this Declaration by a unanimous vote, which amendment or termination shall become effective upon the recording therefore. If no such amendment or termination is recorded by February 1, 2030, this Declaration shall automatically renew for another 25-year period, and in like manner for each 25 year period thereafter.

23. **DECLARANT:**

All references in the Declaration to the Declarant shall mean and include the Declarant's successors and assigns. Upon the sale of 50% of the lots depicted on the subdivision plan the Declarant shall convey the rights reserved to it herein to the Association, provided, however, that the Declarant may retain those rights affecting his ability to add additional land to the subdivision and convey such rights to future lot owners as contemplated herein. Notwithstanding anything to the contrary herein, the Declarant may elect to create separate lot owner associations for different phases of the development or any additional lands to be conveyed rights in the roads and common space areas.

24. **SEVERABILITY:**

If any provisions of this Declaration, or its application to any persons or circumstances, are invalid or unenforceable, then the remainder of this Declaration, or the application of such provisions to other persons or circumstances, shall not be effected thereby.

IN WITNESS WHEREOF, TARKILN HILL PROPERTIES, LLC, has caused the corporate seal to be affixed hereto and these presents to be signed, acknowledged and delivered in its name by a member, duly authorized this 16th day of February, 2005.

TARKILN HILL PROPERTIES, LLC

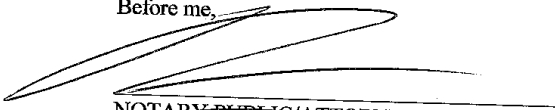

By: DAVID FOSSETT
Its sole member

STATE OF MAINE
CUMBERLAND, SS.

February 16, 2005

Then personally appeared the above-named David Fossett, in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said company.

Before me,



~~NOTARY PUBLIC/ATTORNEY AT LAW~~

Printed Name:



Received
Recorded Register of Deeds
Feb 17, 2005 10:17:15A
Cumberland County
John B O'Brien