

## Declaration of Restrictions

MAJESTIC WOODS, PHASE 2, HOMEOWNERS ASSOCIATION  
Town of Windham, Cumberland County, Maine

THIS DECLARATION dated this 12 day of November, 2019, by **Shoreland Development, LLC** of Portland, County of Cumberland and State of Maine, (which entity, together with its successors and/or assigns, is hereinafter referred to as "Shoreland").

WHEREAS, Shoreland owns that certain real estate in Windham, Maine, subdivided into twenty-two house lots (the "Lots") as delineated on a plan entitled "Amended Subdivision Plan, Majestic Woods Subdivision, Windham, Maine," dated November 14, 2018 and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 418 (the "Plan"), thereby creating the Majestic Woods, Phase 2, Subdivision (the "Subdivision"); and

WHEREAS, Shoreland desires to allow for the use, benefit and enjoyment of the Lots in accordance with a harmonious plan, and to this end desires that the Lots in the Subdivision shall be subjected to certain restrictions, reservations, covenants and easements as hereinafter set forth;

WHEREAS, the Subdivision will contain certain improvements and facilities that will be maintained in common by the owners of the Lots, a Homeowners Association (the "Association") shall be established;

NOW THEREFORE, Shoreland hereby covenants that each of the Lots and rights appurtenant thereto are, and shall be held subject to the restrictions, reservations, covenants and easements as are stated in the various articles of this Declaration to apply to such Lots, which Declaration shall inure to the benefit of and be binding upon Shoreland, its successors and assigns, and the owners of said Lots, their heirs, successors and assigns.

### ARTICLE A. GENERAL RESTRICTIONS

Each of the Lots in the Subdivision shall be subject to the following covenants and restrictions which shall run with the land:

1. Each Lot shall be used exclusively for single-family residential purposes except as hereinafter set forth. 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 the Dwelling, and other buildings accessory to the same, such as a garage. Any accessory buildings, other than a garage, shall be stand-alone structures. There shall be a limit of two additional stand-alone accessory structures per Lot.
3. No antenna towers of any type shall be erected on any Lot.
4. All buildings shall be within the applicable "building envelope" established by the setback and zoning requirements of the Town of Windham and shown on the Plan.

5. Each Dwelling, prior to occupancy, shall have a running water system and a sewage disposal system, both of which shall conform to local and State of Maine codes.

6. Prior to commencement of construction of the dwelling or other structures to be constructed initially on each Lot, the Lot owner shall submit to Shoreland, its successors or assigns, the following:

A site plan showing the location on the Lot of the dwelling with front elevation (a two-dimensional drawing showing the front façade), other structures, the garage, the driveway, and any walks, decks or patios. In addition, this plan shall indicate the finished floor elevation, and proposed Lot grading to provide for adequate stormwater runoff. Approval of said plans does not relieve the homeowners and/or building contractor of their responsibility to ensure that the grading of the Lot does not cause any puddling or erosion problems on that Lot or any other lot or property.

For a period of five (5) years from the date of this Declaration, or one (1) year from the date of the sale of the last lot, whichever is sooner, Shoreland or its successor or assign shall approve such plans provided that they conform to this Declaration and Shoreland reasonably determines that construction in accordance with such plans will not be detrimental to the Subdivision. Construction shall be in conformity with such approved plans. Shoreland may assign its rights and responsibilities hereunder to the Homeowners' Association referred to in Article C below (hereinafter the "Association") by a written document recorded in the Cumberland County Registry of Deeds.

7. The total combined floor area of the first and second floors of any dwelling exclusive of basement space, decks enclosed or not, porches, breezeways, and garage shall not be less than 1,600 square feet. The dwelling must include an attached two car garage.

8. All exterior portions of chimneys and fireplaces shall be of brick or stone construction. No cinder block chimneys are allowed on the exterior of the dwelling or any other structure.

9. All structures erected on any Lot shall have as exterior sheathing, clapboards, wood shingles, shakes, masonry, vinyl, or other quality finish, with no tar paper, tarred shingles, or other type of tarred siding. Quality solid plastic or composite trim are allowed. There are to be no log homes.

10. All outside utility lines, including cable, shall be underground. No satellite dishes larger than 2 feet in diameter are permitted and shall be attached to house, not placed in yard

11. All driveways will be paved.

12. When the construction of the buildings on the Lot is begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, and in any event in less than one (1) year. No building shall be occupied during construction, except in the case of an unfinished above foundation level to be completed at a later date.

13. No commercial trailers over twenty feet (20') in length or commercial trucks may be stored on the Lot, or, in any event, parked on the Lot for more than two (2) consecutive days for any reason. So-called recreational vehicles, campers, "pop-up" trailers used for camping, boat trailers or other trailers which are the property of the homeowner may be stored in a reasonable manner upon the Lot. These items must be stored on a gravel or paved area that is not in the front of the front wall of the building and must be stored within the building setbacks as shown on the Plan.

14. No sign of any nature or description shall be displayed or placed upon any part of the Lot or its improvements, except for a "For Sale" sign for the property. Signage advertising the development shall be allowed.

15. No livestock, animals, or poultry, other than conventional household pets in reasonable numbers so as to not unreasonably interfere with the quiet enjoyment of other Lot owners, shall be kept, maintained or allowed on any of the Lots. No boarding or breeding kennels may be kept or maintained on any of the Lots.

16. The wholesale cutting of trees on a Lot is prohibited. This does not prevent a Lot owner from cutting trees to create or enhance the wooded environment of his or her Lot or otherwise selectively cutting trees on his or her Lot. However, no removal of healthy mature trees within the setback area as shown on the Plan is allowed.

17. All ditches or culverts on or abutting a Lot shall be kept open and clean of debris and litter by the owner of the Lot.

18. Any dwelling or other structure on a Lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the affected portion of the Lot restored to its natural condition within a reasonable time, but, in any event, not to exceed six (6) months.

19. The Lot shall be used only for residential and ancillary purposes, and no commercial, industrial, business, professional use or enterprise of any nature or description shall be carried on at the Lot, unless (a) its conduct on the Lot is wholly within the structures located on the Lot, (b) it has no employees other than residents of the Lot, (c) does not give rise to discernable traffic, and (d) it is not advertised on the Lot or on Subdivision roads. No rental shall be allowed for a period of less than thirty (30) days.

20. No owner of a Lot shall do or permit to be done any act upon the Lot that is or may become a nuisance.

#### ARTICLE B. EASEMENTS AND FEE INTERESTS

1. Easements and Fee Interests: The Association or individual Lots as specified below are subject to and benefited by easements or retention of fee interests as shown on the Plan, as the same may be revised from time to time, which include, but are not limited to, the following:

- (a) A drainage culvert on Lot 4 for the purpose of conveying stormwater from adjacent Lots to the Open Space.
- (b) A drainage culvert on Lot 9 for the purpose of conveying stormwater from adjacent Lots to Lot 15.
- (c) Pond access road over parts of Lot 14 and 15 and bioretention cell on portions of Lots 13, 14 and 15.
- (d) A drainage culvert on Lot 11 running for the purpose of conveying stormwater from adjacent Lots to the Open Space.
- (e) A no disturbance stormwater buffer on Lot 17.
- (f) A Public Access Easement to the Town of Windham providing access to Colley-Wright Brook, dated October 7, 2019 and recorded in the Cumberland County Registry of Deeds in Book 36052, Page 97.
- (g) A fee interest shall be retained by Declarant at the end of the road, extending to abutting property. Declarant may convey that parcel which would permit the extension of the road and allow further development on abutting property. In the event that the road is extended, Declarant shall relocate the trail, kiosk and parking at its expense.
- (h) Open Space as designated on the Plan and extending around a portion of the perimeter of the parcel is provided for the use and enjoyment of the owners of all Lots as well as the public. The Open Space may be conveyed by a Deed of Conservation and Recreation Easement to the Town of Windham and/or the State of Maine Department of Environmental Protection. No all-terrain vehicles, snowmobiles, motorcycles, or other motorized vehicles (except for equipment used for maintenance) are to be used within the Open Space shown on the Plan.
- (i) A drainage easement over the Open Space to allow storm water runoff from the Lots, the installation of filter basins and other improvements required for proper storm water retention and treatment.
- (j) An easement over the entire parcel for location, use, maintenance, repair, and replacement of underground electric, telephone, and cable TV service lines and appurtenances.
- (i) Such easements and other matters as are set forth on an amended plan of the SUBDIVISION approved by the Town of Windham recorded in said Registry of Deeds in Plan Book 219, Page 418.

#### ARTICLE C. HOMEOWNERS ASSOCIATION

1. Creation and Purposes: Shoreland shall cause a Maine nonprofit corporation (as herein referred to as the "Association") to be formed, whose purposes shall include ownership,

maintenance, repair and replacement of the roads (until such time as the Town of Windham shall accept said road), stormwater improvements, common wastewater disposal facilities, and Open Space areas within the Subdivision.

2. Membership and Voting: Shoreland, its successors and assigns, and every record owner of a fee simple interest in a Lot or Lots in Majestic Woods, Phase 2, Subdivision, shall by virtue of its ownership of said Lot or Lots, become and be a member of the Association, and each such member, including Shoreland, shall be entitled to one vote on each matter submitted to a vote of members for each such Lot owned by him, her or it; provided, that where title to a Lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote.

3. Powers and Responsibilities of the Association: The Association shall have the following powers and responsibilities:

- (a) To maintain the stormwater drainage easements and infrastructure shown on the Plan and to take all actions required or appropriate to comply with the State of Maine Department of Environmental Protection Findings of Fact and Order dated October 18, 2018 and recorded in the Cumberland County Registry of Deeds at Book 35239, Page 172;
- (b) To inspect and maintain culverts, rip rap, and drainage ways through the Open Space areas for damage and signs of erosion;
- (c) To purchase and maintain liability insurance for property owned or maintained by the Association and activities conducted by the Association and property insurance for property owned or leased by the Association;
- (d) To own or lease such property as may be necessary in order to carry out the purposes of the Association;
- (e) To accept an assignment of Shoreland, its successor's or assigns' rights and obligations hereunder, and exercise such rights and obligations;
- (f) To establish and collect such assessments from the Lot Owners as shall be necessary or advisable to pay for all common expenses of the Subdivision, including, but not limited to maintenance and repair of the Subdivision roads (until such time as the Town of Windham shall have accepted same), including plowing and sanding, street lighting, sidewalks or trails and maintenance of the Open Space areas, subject to the Conservation and Recreation Easement, if applicable; and
- (g) To do such other things as may be necessary or appropriate.

4. Method of Providing General Funds:

- (a) For the purpose of providing general funds to enable the Association to exercise its powers and responsibilities, the Board of Directors of the Association shall

estimate for each year the total amount required for such purpose for such year and shall levy an annual assessment uniformly against each of the Lots in the Subdivision totaling the total amount estimated to be required for such year. Such assessments shall be imposed and prorated as of the time of conveyance of Lots and shall continue whether or not the Lot is built upon or otherwise developed. Shoreland, its successors or assigns (or the Association, at Shoreland, its successors or assign's election) will initially determine the "assessment year," whether calendar year or otherwise, for the purposes of such assessments. The Board may make such supplementary assessments as it determines necessary.

- (b) In the event of failure of any owner to pay any assessment on or before thirty (30) days following notice to such owner of such assessment or the scheduled due date thereof if later, then such assessment shall become delinquent and shall bear interest at the rate of ten percent (10%) per annum from the due date thereof to the date of payment, and the Association shall have a lien on each Lot against which such assessment is levied to secure payment thereof, plus interest and costs of collection, including without limitation attorney fees from the time the assessment comes due. When delinquent, payment of principal, interest and costs may thereafter be enforced against the owner personally, and as a lien on said real estate, which may be foreclosed in a like manner as a mortgage on real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the Registry of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the Lot described therein a fee of \$100.00, which fee is hereby declared to be a lien upon the Lot. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.
- (c) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or any first mortgage which may hereafter be placed on a Lot prior to the effective date of such liens.
- (d) Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

#### ARTICLE D. GENERAL PROVISIONS

1. The provisions of this Declaration and any permitted amendments thereto shall run with the land and bind Shoreland, its successors and assigns, and the owners of the Lots, their heirs, successors and assigns, and all parties claiming by, through, or under him/her or them. Shoreland, its successors or assigns, and each owner or owners of any of the Lots from time to time shall have the right, but not the obligation, jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the

provisions herein set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any Lot in the Subdivision any structure which is and remains in violation of any of the provisions above set forth for a period of thirty (30) days after actual receipt of written notice of such violation from Shoreland, its successors or assigns, or from the Association by the owner of such Lot, then Shoreland, its successors or assigns, or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Shoreland, its successors or assigns, and/or such Association to enforce any of the provisions herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

2. The provisions set forth in this Declaration shall continue perpetually, except that all provisions hereof, other than the provisions regarding further subdivision, stormwater drainage easements and the Stormwater Plan, may be amended pursuant to Section Seven (7) or terminated by unanimous consent of the owners of record of all the Lots and their mortgagees of record.

Any consents making changes permitted above shall be effective only if expressed in a written instrument or instruments executed by all of the owners of record and mortgagees of record and recorded in the Registry of Deeds for Cumberland County, Maine. A recordable certificate by a title insurance company doing business in the State of Maine as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such changes, they shall be binding upon the Lots subject to this Declaration and all persons then owning Lots in the Subdivision and shall run with the land and bind all persons claiming, by, through or under any one or more of them.

Each owner of a Lot in the Subdivision shall file the correct mailing address of such owner with the Association and Shoreland, and shall notify the Association and Shoreland promptly in writing of any subsequent change of address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with the Association or Shoreland shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

3. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

4. Shoreland or its successors or assigns may convey title to the roads and Open Space, and stormwater easement areas to the Association at any time. Shoreland, its successors and/or assigns shall hold, and is hereby given, the power of attorney to accept delivery of the deed of the property on behalf of the Association, and such acceptance by Shoreland, its successor or assigns, and recording of said deed in the Cumberland County Registry of Deeds shall vest title to the property conveyed in the Association.

5. Shoreland, its successors or assigns, hereby retains for itself, its successors and assigns, the right to assign to the Association or any other nonprofit corporation all or any of the

rights, privileges, easements, powers and duties herein retained or reserved by the Shoreland, its successors and assigns, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Registry of Deeds for Cumberland County, Maine, and Shoreland, its successors and assigns, shall thereupon be relieved and discharged from every duty so assigned to the Association such other nonprofit corporation.

6. Shoreland, its successors and assigns, hereby reserve the right to specifically assign to any other person or entity all its or their rights and powers established hereunder in connection with his/her or their development and/or conveyance of the remaining land owned by the assignor in the Subdivision or his/her or their mortgage of land in the Subdivision, and such assignment, other than an assignment as security, if accompanied by an assumption of Shoreland's obligations hereunder by the assignee, shall, when recorded in the Registry of Deeds for Cumberland County, Maine, relieve Shoreland, its successors and assigns from its or their obligations hereunder.

7. Any amendments of this Declaration shall be effective only if expressed in a written instrument or instruments executed by the Shoreland, its, successors or assigns as long as it or they retain rights and powers hereunder, or if Shoreland, its successors or assigns no longer retain any rights and powers hereunder, by the requisite majority of the Lot owners, acting by and through the Association as established by said Association's Bylaws, and recorded in the Registry of Deeds for Cumberland County, Maine. Upon and after the effective date of any such changes, they shall be binding upon the Lots subject to this Declaration and all persons then owning said Lots in the Subdivision and shall run with the land and bind all persons claiming, by, through or under any of them. Any amendment which affects the plans approved by the Town of Windham Planning Board must be approved by said Planning Board.

IN WITNESS WHEREOF, Shoreland Development, LLC, by and through its Manager, Bruce K. Brown, III, hereunto duly authorized, has hereunto set his hand, this 12 day of November, 2019.

WITNESS:

SHORELAND DEVELOPMENT, LLC

By: Bruce K. Brown, III, Its Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.

November 12, 2019

Personally appeared before me the above-named Bruce K. Brown, III, in his capacity as Manager of Shoreland Development, 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.

Notary Public/Attorney-at-Law



AMY L. GIBSON  
Notary Public - State of Maine  
My Comm. Expires June 9, 2022