

DECLARATION  
OF COVENANTS AND BUILDING RESTRICTIONS,  
FOR

**WEEK'S FARM**

**The LOTS on OVERLOOK ROAD**

*The 17 Lots on Overlook ROAD*  
*Windham, Maine 04062*  
**ASSESSORS MAP 10 LOT 30**

This Declaration of Rights, Restrictions Covenants & Easements is made this \_\_\_\_\_ day of JULY 2017 on behalf of its owners GREAT LOTS OF MAINE, LLC. a Maine Limited Liability Company with a Mailing Address of 28 Weare Road, Seabrook, N.H. (hereinafter the DECLARANT) .

WHEREAS, Declarant is owner and developer of real estate shown as Assessors Tax Map (10 Lot 30 located on Overlook Road, Windham, Maine 04062 Cumberland County Maine, as shown on a Recorded Subdivision plan has recorded at the Cumberland County Registry of Deeds in Book \_\_\_\_\_ page \_\_\_\_\_ .

WHEREAS, the Town of Windham Planning Board has approved the development of the Subdivision into 17 residential building lots on July \_\_\_\_\_ 2017 (hereinafter collectively referred to as *the Lots* as prepared by Wayne Wood and Company, WAYNE T. WOOD, registered surveyor in the State of Maine, license number # 1328 and new 17 lot plan is recorded at the Cumberland County Registry of **Deeds in Plan Book \_\_\_\_\_ Page \_\_\_\_\_ (hereinafter collectively referred to as the Plan);**

WHEREAS, it is the Declarant's desire to assure purchasers of the Lots and their heirs, successors, and assigns owning such Lots (hereinafter **Lot Owners**), that the development, use, benefit and enjoyment of the Lots shall be in accordance with a harmonious plan, and to this end desires that the Subdivision and buildings be subjected to certain rights, restrictions, and covenants, and as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises set forth in this Declaration, the Declarant hereby covenants and agrees with the owners and/or purchasers of Lots **1 thru 17** that the Subdivision shall be held and conveyed subject to the rights, restrictions, and covenants, set forth in this Declaration, which Declaration shall run with the Subdivision and each of the Lots and insure to the benefit of and be binding upon the Declarant, its successors and assigns, and the owners and/or purchasers of said Lots, their heirs, successors and assigns. **All Declarants rights** of review expire after 5 years from date of recording of this Declaration at the Cumberland County Registry of Deeds. After that date all local zoning , state, and federal regulation as well as the enforcement of these covenants continue to be applied.

## **ARTICLE 1. GENERAL RESTRICTIONS:**

1.1 Terms and Conditions of Plan Approval. The Subdivision is subject to all of the elements, features and notes set forth on the Plan and other sheets of the plan set, and the terms and conditions of the Windham Planning Board findings of fact dated\_\_\_\_\_, 2017 (Plan signed\_\_\_\_\_ 2017 and recorded at the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_

1.2 Division of Lots Prohibited. The Lots shown on the Plan shall not be subdivided further. Lot line adjustments between Lot Owners are permitted, but shall be subject to Town of Windham Planning Board approval at the expense of the applicant.

1.3 Residential Use. The Lots shall be used for single-family residential purposes only. Commercial, industrial, business, professional use or enterprise of any nature or description is prohibited on the Lots or what is all owed by current zoning. Home offices are allowed so long as the activities conducted within the home offices:(a) occur wholly within the dwelling located on the Lot; (b) involve not more than one employee who does not reside at the home and (c) do not require regular client/customer/patient contact and/or parking at the dwelling on the Lot. Leasing is permitted, subject to the limitations of the law. Rental housing will be allowed as per Town Zoning.

1.4 Pets. No livestock, animals or poultry, other than household pets shall be kept, maintained or allowed within the Subdivision. No boarding or breeding kennels may be kept or maintained anywhere within the Subdivision. The following breeds of dogs are not allowed anywhere within the Subdivision: Rottweiler, Pit Bull, Doberman Pinscher or any dogs generally regarded as aggressive in nature unless approved by the Declarant. No Lot Owner shall maintain more than three dogs on any Lot. Beyond the boundaries of any Lot Owner's Lot, dogs shall be leashed. It is acknowledged by each Lot Owner that repeated, prolonged, barking by a dog within the Subdivision shall constitute a nuisance for which the responsible Lot Owner shall be held

liable for the complaining parties' damages and reasonable attorneys fees expended to enforce this restriction.

1.5. Nuisance. No Lot Owner shall do or permit to be done any act upon the Lots that is or may constitute a nuisance, the breach of which shall entitle the enforcing party to all available remedies at law and in equity, including specific enforcement, plus recovery of reasonable attorneys fees and costs incurred in enforcing this Declaration and/or related to the elimination of the nuisance.

1.6 Boats, Recreational Vehicles, and Commercial Vehicles. Boats, camper-trailers, recreational vehicles, and commercial vehicles (not including automobiles with commercial license plates) and similar vehicles or accessories, shall be (a) stored in the Lot Owner's garage or (b) view screened from Overlook Road and other Lots with trees shrubs or Fences. No Lot Owner shall store personal property of any kind, including without limit, vehicles and equipment, anywhere within the Subdivision other than on the Lot Owner's Lot.

1.7. Signs. Temporary and customary real estate agency signs indicating that a Lot or dwelling is for sale are allowed. This restriction shall not apply to any sign of reasonable size erected by Declarant on or near Overlook Road.

1.8. Sanitation. Open burning of refuse, leaves and brush within the Subdivision is prohibited. Trash shall be kept in sanitary containers view screened from the Lots and Heater Road , except temporarily on the day of collection for purposes of neighborhood collection and removal from the Subdivision.

1.9. Clotheslines. Clotheslines shall be confined to rear yards or side yards and view screened from the neighboring lots.

1.10 Plant Diseases and Noxious Insects. No plants or seed or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

1.11 Temporary Structures. No trailer, tent, shack, storage container or other similar structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

## **ARTICLE 2. BUILDING RESTRICTIONS**

Each stick built or modular house or ancillary structure, and additions or modifications thereto, constructed on a Lot shall be constructed in accordance with the following (2.1 thru 2.16).

2.1 Each house shall be constructed on a solid concrete foundation with a full or daylight basement or on a solid concrete slab with no basement; exterior porch areas shall be on frost walls and footings and not on monolithic concrete slab; each house shall be served by underground public water, private (septic) sewer, electricity and communications lines. Storage sheds of 200 sq. ft or less are excluded from foundation requirements but should be elevated off the ground to prevent floor rot. All structures shall be located within the lot building envelopes shown on the Plan.

2.2 The total livable area above the foundation of each house shall be not less than EIGHT HUNDRED (1200) square feet, nor exceed six thousand (7000) square feet. The term livable area as used here excludes basements, garages, breezeways, exterior porches and decks without roofs.

2.3 The exterior of each house, including the garage and breezeway shall be finished with clapboard, cedar shingles, natural stone, or vinyl siding.

2.4 The portions of chimneys visible from the exterior shall be constructed of brick, stucco, natural stone or clapboard only and shall be proportionate in scale to that of the house.

2.5 Exterior lights and lampposts are to be constructed and located that such lighting does not shine into the dwellings of other Lot Owners.

2.6 No construction shall occur on any Lot until the Declarant has reviewed and approved in writing the Lot Owner's architectural plans depicting all of the proposed principal and accessory structures and improvements (including fences, in-ground pools and hot tubs) to be located on the Lot, which structures shall conform with the criteria set forth in this Article. Declarant's review and decision with respect to such plans shall be completed within fourteen days of submission of a complete set of plans and specifications. Approval of such plans shall not be unreasonably denied. The plans shall illustrate the physical dimensions of all structures, improvements and landscaping, including yard setbacks and elevations. The plans shall also include exterior building material specifications such as color of paint or stain, windows, doors, trim, siding, and roofing materials.

2.7 All driveways and turnaround areas located on Lots must be finished with gravel, asphalt, concrete, or pavers. Driveways must have culverts to allow storm water drainage. Culvert ends must be constructed and/or covered if they extend beyond the edge of the driveway.

2.8 No more than one mailbox shall be installed on a Lot and its design and location on the Lot shall be subject to the local Postmaster. Developer may chose to put a Group mailbox for all lot owners if preferred by the Windham Post Master.

2.9 Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof, and all improvements on the Lot, including but not limited to the dwelling, grading, landscaping and storm water drainage improvements, shall be completed within twelve (12) months of commencement of the construction, except that such period may be extended by reason of act of God, labor disputes or other matters beyond the Lot Owner's control.

2.10 Any additions or exterior modification of structures or improvements on the Lots must be approved in advance in writing by the Declarant who shall review the application for compliance with the provisions of this Article and this Declaration.

2.11 All home builders, subcontractors and architects chosen by Lot Owners must be licensed (to the extent required by Maine law), experienced, insured and must submit to the Declarant, evidence of appropriate insurance and a construction time-table schedule for the home and improvements they seek to build. Before commencement of any work on a Lot, the Declarant reserves the right to approve in writing, the general contractor, the construction schedule and the insurance certificates submitted by the Lot Owner.

2.12 Within thirty days following the estimated date of completion of any work performed on a Lot for which Declarant approval was required, the Declarant upon reasonable notice may proceed to inspect the work without being liable for trespass. Declarant shall inspect the work and determine whether it was performed in substantial compliance with the approval granted. If the Declarant finds that the work was not performed in substantial compliance with the approval granted or that the approval required was not obtained, the Declarant shall notify the Lot Owner in writing of the non-compliance and shall require the Lot Owner to remedy the non-compliance within a reasonable time not to exceed 60 days. If the Lot Owner does not comply with the Declarant's notice to remedy, the Declarant may either remove the non-complying improvement or remedy the non-compliance through legal action. .

2.13 Once construction is completed on any Lot, the owner is responsible for maintaining the property so that, when viewed from Overlook Road and adjacent Lots , it appears neat and well kept. Lawns shall be mowed regularly, debris removed and shrubs appropriately maintained.

2.14 Nothing in this Article 2 shall be deemed to relieve any Lot Owner from obtaining all necessary government permits and otherwise complying with all applicable laws, regulations and ordinances.

## **ARTICLE 3. RIGHTS RESERVED BY DECLARANT**

In addition to rights expressly reserved by Declarants in other Articles of this Declaration, Declarants reserves the following real estate development rights for a period of five years from the date of this Declaration being recorded at the Cumberland County Registry of Deeds (herein referred to as *Declarant Control Period*):

3.1 Declarant reserves the exclusive right to review and approve construction plans for dwellings and other improvements on the Lots as set forth in Article 2

3.2 All of the rights reserved by Declarant in this Article 3 and in other Articles of this Declaration may not be amended or modified without written consent of the Declarant during the Declarant Control Period.

## **ARTICLE 4. GENERAL PROVISIONS**

4.1 The provisions herein set forth shall run with the land and bind Declarant, its successors and assigns, and all parties claiming by, through or under it. Declarant, its successors or assigns, and each Lot Owner 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 above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages.

If Declarant, or a Lot Owner engages the services of an attorney to enforce the provisions set forth herein and is successful in establishing that a breach of these covenants by defendant(s) has occurred, said Declarant or Lot Owners shall be entitled to reimbursement of reasonable attorneys' fees and paralegals' fees from the defendant(s). In no event shall the failure of Declarant, its successors or assigns, or the Lot Owners 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. Declarant shall have the right, but not the duty, to enforce these covenants. A Lot Owner aggrieved by the breach of these covenants may, in the absence of timely enforcement action by the Declarant, initiate its own enforcement action.

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

4.3 This Declaration shall be governed by, construed and enforced in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF Sebago Real Estate Investment LLC,, has caused its Manager, Paul C. Hollis, duly authorized, to execute this instrument and on behalf of Clippership, LLC.

\_\_\_\_\_.

GREAT LOTS OF MAINE, LLC.

\_\_\_\_\_ Manager

By: \_\_\_\_\_  
Witness

**STATE OF MAINE**

County of CUMBERLAND, ss.

AUGUST \_\_\_\_ 2017 Personally appeared the above named Paul C. Hollis, Manager of GREAT LOTS OF MAINE.LLC, and acknowledged the foregoing instrument to be his free act and deed .

Commission Expires \_\_\_\_\_