

**DECLARATION OF PROTECTIVE COVENANTS  
AND COMMON EASEMENTS FOR  
BLANCHARD OAKS SUBDIVISION  
TOWN OF CUMBERLAND, COUNTY OF CUMBERLAND, STATE OF MAINE  
BY  
SCHOONER VENTURES III, LLC**

THIS DECLARATION dated this 18<sup>th</sup> day of November, 2021, by SCHOONER VENTURES III, LLC, a Maine limited liability company with a mailing address of 1805 Browning Trace, Lexington, KY 40509 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant owns certain real property in the Town of Cumberland, , County of Cumberland and State of Maine (the "Property"), as described on **Exhibit A** attached hereto and as delineated on a plan entitled "Subdivision Plan for Blanchard Oaks Subdivision, 365A Blanchard Road Extension, Cumberland, Maine 04020" prepared for Schooner Ventures III, LLC by Northeast Civil Consultants, PA and dated April 26, 2021, and recorded August 20, 2021 in the Cumberland County Registry of Deeds in Plan Book 221, Page 464 (the "Plan"), which creates thirteen (13) lots (Lots 1 through 13, inclusive shall hereinafter be referred to individually as a "Lot" and collectively as the "Lots"); and

WHEREAS, Declarant desires to develop and improve the Property as a residential community of single-family homes in accordance with the Plan; and

WHEREAS, Declarant desires further to subject the Property to protective covenants and common easements as set forth herein in order to assure the quality standards for the orderly development of the Property as a residential community of single-family homes and to promote the interest and welfare of each owner of a part of the Property;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be owned, occupied, improved, transferred, leased and otherwise used and disposed of subject to the protective covenants and common easements set forth herein, all of which are declared to be in furtherance of a uniform scheme of mutual equitable servitudes upon each and every portion thereof, in favor of each and every other portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof, which protective covenants and common easements shall be determined to run with the land and be a burden and benefit upon and to, and be enforceable by, all persons having any interest in any portion of the Property, their heirs, successors and assigns.

**ARTICLE I**  
**DEFINITIONS.**

1. Association: "Association" shall mean and refer to Blanchard Oaks Homeowners Association, its successors and assigns, a non-profit, non-stock Maine corporation, to be formed by Declarant pursuant to the terms of Article V below.
2. Board: "Board" or "Board of Directors" shall mean the duly elected Board of Directors of the Association.

3. Building: "Building" shall mean and refer to any Dwelling, Guest House, garage, barn, storage shed, garden shed, pool house, green house or other enclosed structure now or hereafter constructed on a Lot.
4. Common Area: "Common Area" shall mean and refer to the common area shown on the Plan.
5. Common Elements: "Common Elements shall mean the Roads, Common Area, Easement Areas and Remaining Land are sometimes hereinafter collectively referred to as the "Common Elements."
6. Common Expenses: "Common Expenses" shall mean and refer to expenditures made by or financial liabilities of the Association, together with any allocations to capital or other reserve accounts.
7. Declarant: "Declarant" shall mean and refer to Schooner Ventures III, LLC, its successors and assigns.
8. Dwelling: "Dwelling" shall mean and refer to any Building designed and intended for use and occupancy as a single-family residence, together with any attached garage or attached car port.
9. Easement Areas: "Easement Areas" shall mean and refer to all of the easement areas shown on the Plan that burden any Lot or Lots and that benefit the Association and any or all of the Lots, including without limitation access and utility easements, drainage easements, parking easements, driveway easements, cluster mailbox easements, and all improvements on, in, across or under such easement areas including signage, landscaping, storm water drainage fixtures and equipment.
10. Guest House: "Guest House" shall have the meaning ascribed to it in Article II, Section 2.
11. Improvement: "Improvement" shall mean and refer to anything now or hereafter constructed on a Lot that is not a Building, such as a driveway, sidewalk, patio, pergola, fence, stone wall, lamp post, free-standing solar array, wind turbine, and tree house.
12. Laws: "Laws" shall mean and refer to all laws, ordinances, regulations, codes and directives by any federal, state or local governmental entity, agency or department that are applicable to the Property, the development of the Property, and/or the construction, maintenance, repair and replacement of any Building and/or Improvement thereon (including, without limitation, the zoning laws of the Town of Cumberland and the applicable building codes).
13. Lot: "Lot" shall mean and refer to the Lots numbered 1 through 13 inclusive on the Plan.
14. Member: "Member" shall mean and refer to those persons entitled to membership in the Association as determined by the Bylaws of the Association and as set forth herein.

15. Undisturbed Forested Buffer: “Undisturbed Forested Buffer” shall mean and refer to the delineated undisturbed forested buffer areas shown on the Plan for stormwater management purposes, which are subject to conservation restrictions as set forth in Article VIII .
16. Open Space: “Open Space” shall mean and refer to the open space areas shown on the Plan, which are subject to conservation restrictions as set forth in Article VIII.
17. Owners: “Owners” or in the singular, “Owner”, shall mean and refer to the record owner or owners of fee simple title in and to any Lot, and shall include the Declarant so long as it owns any Lot or any other portion of the Property, but shall not include any person or legal entity owning an interest merely as security for an obligation.
18. Remaining Land: “Remaining Land” shall mean and refer to any land that is not the Roads, Common Area, Easement Areas, Open Space or a Lot and all improvements thereon, including without limitation the sidewalks, curbing, lighting, and storm water drainage fixtures and equipment, all as shown on the Plan.
19. Roads: “Roads” shall mean and refer to all roads shown on the Plan.

**ARTICLE II**  
**PROTECTIVE COVENANTS AND RESTRICTIONS.**

It is the intention and purpose of this Declaration to preserve, so far as practicable, the natural beauty of the Property, to encourage the erection of attractive Buildings and Improvements on the Lots in appropriate locations, and to ensure that all Buildings and Improvements are of a quality of design, workmanship and materials that is “first-class” and is otherwise compatible and harmonious with the natural setting of the Property and the other Buildings and Improvements within the residential development. Therefore, each conveyance by Declarant, its successors and assigns, of any Lot, and all subsequent conveyances of any Lot, whether directly or by operation of law, shall be subject to the following:

1. No Commercial Uses: Subject to the rights of the Declarant to develop and sell the Lots and such other rights of the Declarant as are set forth in this Declaration, each Lot shall be used only as a private single-family residence, and no commercial enterprise of any nature or description shall be conducted or maintained on any portion of the Property, except that a Dwelling may be used for a home office for telecommuting purposes by the Owners of such Dwelling provided that no customer, client or employee visits are made to the Lot incident to such home office use. For the purposes of this Declaration, leasing all or any portion of a Dwelling to a person or a single family for residential use for a term of six (6) months or more shall be considered a residential use; however, leasing all or any portion of a Dwelling to a person or a single family for residential use for a term of less than six (6) months (including, but not limited to, Airbnb, VRBO, HomeAway or other similar short term leasing) shall be considered a commercial use in violation of this Declaration.

2. Buildings:

(a) Only one (1) Dwelling shall be constructed or kept on any Lot, except that one (1) separate guest cabin ("Guest House") may be constructed on each Lot to accommodate (i) family, relatives and guests visiting the Owner of the Lot, (ii) family or relatives being cared for by the Owner of the Lot, or (iii) the caregiver who is providing care to the Owner of the Lot. The Dwelling and the Guest House shall be the only Buildings on a Lot that can be used for residential purposes. Each Dwelling and Guest House shall be constructed as follows:

- (i) Each Dwelling and Guest House shall be constructed on a solid concrete foundation.
- (ii) The total livable area above the foundation of the Dwelling shall be not less than one thousand eight hundred (1,800) square feet, excluding any garage, breezeway, exterior porches and any open decks. Under special circumstances and subject to design review, the Board may approve separate guest and/or caregiver quarters within the Dwelling so long as such square footage of such area within the Dwelling does not exceed fifty percent (50%) of the square footage of the total livable area of the Dwelling existing prior to the construction of the separate guest and/or caregiver quarters. For illustration purposes, if the total livable area of the Dwelling is two thousand (2,000) square feet, then the guest and/or caregiver addition shall not exceed one thousand (1,000) square feet.
- (iii) The total living area above the foundation of the Guest House shall not exceed fifty percent (50%) of the total livable area of the primary Dwelling on the Lot.
- (iv) Each Dwelling must have a garage, which shall have a design and materials similar to the Dwelling and shall have either two (2) or three (3) automobile stalls/bays.
- (v) The roof of each Dwelling and Guest House shall be covered with asphalt or fiberglass architectural shingles, white cedar shingles, slate shingles, solar tiles and/or other high-quality roofing material.
- (vi) The exterior siding of each Dwelling and Guest House shall consist of brick, stone, clapboard, cedar shingles and/or other high-quality siding.
- (vii) All driveways and turnaround areas must be paved with asphalt, concrete, paving tiles or stone dust. Reclaimed asphalt gravel is not permitted. Driveways must have culverts for water drainage through any ditch or swale and culvert ends must be either (a) beveled and surrounded by stone rip rap such that no portion of the exterior of the culvert is readily visible or (b) straight and surrounded by a wall constructed of cobbles or rough stone such that the culvert end is flush with the stone wall and no portion of the exterior of the culvert is readily visible. An Owner shall not build or regrade so as to interfere with the natural drainage of surface water, if any, without installing suitable culverts or other drainage facilities in

accordance with the foregoing specifications, adequate to handle seasonal water runoff, and so designed as to discharge surface water from the Lot in the same area and direction as would have naturally occurred before such improvements.

- (viii) Each Dwelling and Guest House shall be constructed with a fire protection sprinkler system which has been approved by the Town of Cumberland Fire Department, or its designee, and by the Town of Cumberland, and the Owner shall maintain said system in good condition and working order, and otherwise in compliance with all applicable Laws, at all times. The Association shall have no liability for any failure of an Owner to comply with this requirement. All Owners shall indemnify the Association against any expense or liability resulting from their failure to so comply.
  - (ix) Each Dwelling and Guest House shall be constructed with a septic system which has been approved by the Code Enforcement Officer of the Town of Cumberland, and the Owner shall maintain said system in good condition and working order, and otherwise in compliance with all applicable Laws, at all times. The Association shall have no liability for any failure of an Owner to comply with this requirement. All Owners shall indemnify the Association against any expense or liability resulting from their failure to so comply.
  - (x) The color of the paint and/or stain used on any Building or other Improvement shall be approved, in writing, by the Declarant or, if applicable, by the Board.
  - (xi) All Buildings and Improvements erected on any Lot shall be located within the limits of the building envelope as shown on the Plan.
  - (xi) The following are additional restrictions on each Lot: (1) an Owner shall not install any television or radio antennae on any Building on his/her Lot or elsewhere on his/her Lot, except that an Owner may install on the outside of any Dwelling or Guest House on his/her Lot one (1) satellite dish antenna under eighteen (18) inches in diameter (e.g., such as that used for DirecTV) provided it is not visible from any Road; (2) an Owner shall not install any mail and/or newspaper receptacles of any kind on his/her Lot; (3) no trash receptacles and propane tanks shall be visible from any Road or other Lot on the Property; and (4) an Owner shall not install any exterior clothes lines or drying racks on his/her Lot; and (5) an Owner shall not install any freestanding solar arrays on his/her Lot without the prior written approval of the Declarant or, if applicable, the Board; provided, however, rooftop solar arrays are permitted and do not require the prior written approval of the Declarant or the Board.
- (b) All Lots will have the benefit of a community mailbox to be maintained by the Association. No individual mailboxes shall be installed on any Lot.

(c) Any structure constructed on a Lot must be substantially complete, including two (2) coats of paint, stain or varnish on any exterior wood surface and the site grading, loaming and sodding/scodding of grass, within twelve (12) months of commencement of construction; the completed site must be graded so that no standing water accumulates in any portion of the Lot at any time.

(d) Each Owner shall comply with "The Maine Erosion and Sediment Control Handbook For Construction: Best Practices," Cumberland County Soil and Water Conservation District, Department of Environmental Protection, March 1991, and as subsequently revised.

3. Trees: Only the Board shall have the authority to remove, trim, or otherwise cut any trees on and in the Common Elements. No Lot may be clear-cut of its trees or used for commercial forestry purposes. To the greatest extent possible, existing trees shall not be cut or removed except for reasons of safety, for the welfare of the remaining stand of trees, to create or improve a dwelling site, or to provide, improve, or preserve a view. Within any Undisturbed Forested Buffer or Open Space, trees and other vegetation may only be disturbed, cut or removed for safety, to prevent the spread of disease to other vegetation, or to remove invasive species. Any trees permitted to be cut or removed hereunder shall be cut or removed in strict compliance with the ordinances of the Town of Cumberland and all other applicable Law.

4. Subdivision: No Lot may be further subdivided unless such division is approved by the Town of Cumberland and the Board.

5. Chemicals: To maintain the natural condition of the wetlands and the area surrounding the Property, all lawns, shrubs, trees and gardens shall be fertilized only with organic fertilizer. Salts and chemical ice melt solutions may be used only in the immediate vicinity of the Dwelling on each Lot (e.g., exterior steps). Driveways shall be sanded and not salted.

6. Signage: No sign of any nature or description shall be displayed or placed on any Lot, except for signs with a total surface area that does not exceed two (2) square feet indicating the name of the occupants and the street name and number of the Lot and except for a temporary "for sale" sign referring only to such Lot, such "for sale" sign not to exceed four (4) square feet.

7. Construction: All Buildings and landscaping shall comply with the following, in addition to the requirements in Article II, Section 2 above:

- (a) All Lots shall be attractively and appropriately landscaped after completion of construction of the Dwelling or any other Buildings if disturbed as a result of the construction of such other Buildings.
- (b) No Dwelling or Guest House shall be occupied until substantially complete and only a Dwelling or Guest House shall be occupied (i.e., no garages or storage sheds shall be occupied, even temporarily).
- (c) Any damage to sidewalks, roads, curbing, utility lines, drainage swales and landscaping caused by any Owner or his/her contractor shall be promptly repaired at the sole cost and expense of such Owner.

- (d) No light which is unreasonably bright or causes unreasonable glare shall be emitted from any Lot; no sound which is unreasonably loud or annoying (including, without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used to protect the Lot) shall be emitted from the Lot; and no odors shall be emitted from any Lot which are noxious or offensive to others.
- (e) Fuel tanks containing fuel for heating purposes only shall be located in the basement of the Building or buried on the Lot in strict compliance with all applicable Laws. Propane tanks not located in the basement shall be screened, either naturally or in some other attractive manner, so as not to be visible from Roads or other Lots, and the screening shall be approved by the Board.
- (f) All utility lines leading from the Road to any structure on any Lot or between structures on a Lot or between structures on adjoining Lots must be located underground.
- (g) No Owner may erect any fence on any Lot without the prior approval of the Board.
- (h) All existing stone walls must be maintained undisturbed, except to the minimum extent necessary for installation of driveways and construction of Buildings within the building envelope of each Lot. If temporary disturbance of an existing stone wall is necessary for such installation or construction, it shall be restored following such disturbance.
- (i) All trees and other vegetation within any Undisturbed Forested Buffer or Open Space, whether located within a Lot or a Common Area, shall not be disturbed, cut or removed, except for removal of dead trees, removal of trees or vegetation suffering from disease that may affect adjacent healthy trees or other vegetation, removal of invasive species, or for the safety of persons or property. No thinning of trees or clearing of other vegetation (apart from removal of diseased vegetation or invasive species) is permitted within any Undisturbed Forested Buffer or Open Space (apart from permitted pedestrian paths within Open Space which is not an Undisturbed Forested Buffer), which are intended to be left in their natural condition.

8. Rubbish and Debris: Except during the initial construction of a Dwelling or Guest House, rubbish and debris shall be stored between pickups in the garage or storage shed (if any) in sanitary receptacles with sealing covers or as required by Town ordinances or regulations and shall be placed curbside for pickup in such receptacles with the covers placed tightly over the receptacles and promptly re-stored in a garage or storage shed after rubbish pickup.

9. Damage of Destruction: Any Building on any Lot that is destroyed or damaged in whole or in part by fire, windstorm or other casualty promptly must be rebuilt or all debris removed and the affected portion of the Lot restored to its natural condition without delay.

10. Compliance with Laws: Each Lot and all Buildings and Improvements thereon shall be constructed, maintained and used, at all times, in accordance with all applicable Laws, including, without limitation, the terms and conditions imposed by the Town of Cumberland Planning Board in connection with the subdivision approval for the Property and reflected on the Plan, and nothing contained in this Declaration shall in any way supersede, alter or amend the obligation of every Owner to comply with such Laws at all times.

11. Animals: No swine, livestock or other animals shall be kept on a Lot or otherwise on the Property, except household pets of the kind and number normally housed in a residence. Poultry (except for roosters and other fowl that create nuisance noises) may be kept on a Lot only with the prior written consent of the Board. There shall be no exterior pet fencing or caging. No boarding of dogs, cats or other household pets shall be conducted on a Lot. Only one (1) dog house shall be permitted on each Lot, to be maintained by each Owner, provided, however, that such dog house shall not be of unreasonable size and must be located on the Lot so as not to be visible from the Road on which the Lot has frontage.

12. Prohibited Vehicles: Except in the development and sale of the Lots by the Declarant and construction of Dwellings and other Buildings by Owners, no business or commercial vehicle or vehicle of similar nature shall be brought upon, or be maintained, or be permitted to remain on the Property except that a business or commercial vehicle regularly used by an Owner in his or her occupation may remain on a Lot. No junk automobiles or other vehicles that do not display a current State of Maine motor vehicle inspection sticker may be kept or maintained on the Property unless parked in a garage or storage shed.

13. Recreational Vehicles: Campers, motor homes, trailers, snowmobiles, all-terrain vehicles and other such vehicles (whether or not operable) and boats (whether powered, sail or otherwise) may be parked, kept or stored on a Lot but only if parked in an enclosed garage or storage shed.

14. Maintenance of Lots, Buildings and Improvements: Each Lot and all Buildings and Improvements constructed thereon shall be maintained by its Owner in good condition and repair so as to present a neat and attractive exterior appearance at all times. Supplementing the foregoing, no unsightliness shall be permitted upon any of the Lots.

15. Mobile Homes. Mobile homes and other similar items are expressly prohibited.

16. Miscellaneous:

(a) No activity shall be permitted on any Lot or on or in the Common Elements, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

(b) Declarant reserves to itself, its successors and assigns, the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as in its sole discretion may be necessary or convenient while selling the Lots or portions thereof, or selling or constructing Dwellings and other Improvements upon the Property. Such facilities shall include, but are not limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.



**ARTICLE V**  
**HOMEOWNERS ASSOCIATION.**

On or about the date of execution and recording of this Declaration, there will be formed Blanchard Oaks Homeowners Association, a non-profit, non-stock corporation organized under the laws of the State of Maine (the "Association"). Each Owner of a Lot, including the Declarant prior to the conveyance of each Lot, shall automatically become and be a member of the Association as long as said Owner continues as record owner of a Lot. Upon termination of the interest of an Owner in a Lot, the Owner's membership and any interest in the Association shall automatically terminate and transfer and inure to the next successive record owner of the Lot. Each Owner shall be bound by the Bylaws of the Association, as the same may be amended from time to time, and each Owner shall comply strictly with such Bylaws. No holder of a mortgage on a Lot (other than the Declarant) shall be considered as an Owner until such holder shall have acquired title to such Lot by foreclosure or deed in lieu of foreclosure.

1. Powers and Duties of the Association: The Association shall have all of the powers that may be exercised in the State of Maine by a nonprofit mutual benefit corporation, including, without limitation, the following specific powers and duties:

- (a) To maintain the Common Elements;
- (b) To improve, maintain, and repair the roads shown on the Plan, including re-surfacing when necessary, snow plowing, snow removal, and sanding;
- (c) To accept an assignment of Declarant's rights and obligations pertaining to the Common Elements or as otherwise provided herein or as otherwise agreed to by Declarant and the Association;
- (d) To adopt and amend budgets for revenues, expenditures and reserves; to assess and collect Association fees and assessments from Owners; to impose charges for late payment of Association fees and assessments;
- (e) To establish reasonable rules and regulations for the use and maintenance of the Property and methods and procedures for ensuring compliance with this Declaration;
- (f) To hire and terminate employees, agents and independent contractors; to make contracts and incur liabilities; to enter into a contract with a trash removal company for servicing the Lots if public trash removal is unavailable, a snow plowing contract, or any other service contracts as are reasonably necessary for the Association to uphold its maintenance obligations of the Common Elements;
- (g) To perform an annual inspection of the stormwater facilities on the Property to ensure that they are performing in accordance with the requirements of the Maine Department of Environmental Protection;
- (h) To obtain insurance including but not limited to liability of directors and officers, casualty, premises liability, motor vehicle and worker's compensation;

- (i) To acquire, own and maintain equipment (including vehicles), tools and materials necessary to carry out the duties set forth above;
- (j) To institute, defend or intervene in litigation or administrative proceeding;
- (k) To impose reasonable charges for the preparation of and recording of amendments to this Declaration, estoppel certificates, or statements of unpaid Lot Owner assessments;
- (l) To provide for the indemnification of its directors and officers and maintain directors' and officers' liability insurance; and
- (m) To exercise any powers conferred by this Declaration or the Bylaws of the Association.

2. Expenditures Limited to Assessment for Current Year: The Association shall not expend more money within one (1) year than the total amount of the assessment for that particular year, plus any surplus that it may have on hand from previous assessments; nor shall the Association enter into any contract for more than one (1) year; and no such contracts shall exceed market rates.

3. Initial Annual Assessment: The initial annual assessment allocated to each Lot shall be \$500.00, which shall be due and paid thirty (30) days after completion of the subdivision infrastructure improvements (i.e., completion of the stormwater systems, roads, paths and other improvements set out in this Declaration) in accordance with the Plan and this Declaration. This initial annual assessment shall be in addition to, and not in lieu of, the capital improvement reserve payment described in Article VI, Section 3 hereof.

4. Maintenance of Common Elements: The Association shall bear all cost and responsibility of operation, upkeep, maintenance repair and replacement of the Common Elements, including without limitation any necessary routine maintenance and repair of the streets, landscaping, sidewalks, curbing, lighting, detention ponds, sewer lines, development signage or other common element improvements. The Association shall also obtain and maintain adequate commercial general liability insurance on the Common Elements. Until and only until conveyance of the Common Elements to the Association, the Declarant shall undertake the maintenance responsibilities of the Association with respect to the Common Elements. The Common Elements shall be conveyed to the Association or, with respect to the Roads, to the Town of Cumberland (if the Town of Cumberland will accept the same), by Declarant at any time prior to Declarant conveying out the last Lot of the Property, with the timing of such conveyance to be in Declarant's sole discretion. Upon such conveyance, the Declarant shall be relieved of all obligations under this Article V, Section 4. To the extent the Declarant elects to install street signs that utilize supports and fixtures different from those customarily installed by the Town of Cumberland on public streets, such signs, supports and fixtures shall remain part of the Common Elements to be conveyed to the Association even if the Roads are accepted by the Town of Cumberland as public ways, and the Town of Cumberland shall have no obligation to maintain, repair or replace such signs, supports and fixtures.

**ARTICLE VI**  
**ASSESSMENTS FOR COMMON EXPENSES.**

1. Upon ratification of the budget for Common Expenses (as defined herein), the Association shall cause to be sent to each Owner a statement showing such Owner's share of the Common Expenses. The Common Expenses shall include, without limitation, the costs necessary to own, operate, manage, maintain, repair and replace the Common Elements and to operate, maintain, repair and replace the roads, streets, sidewalks, lights, landscaping, signage, drainage swales and ponds, drainage rip rap, sewer lines, and all structures and equipment related or connected thereto. Assessments for Common Expenses shall be billed no less frequently than annually, although the Association may elect to bill as frequently as each fiscal quarter. All sums so assessed and billed shall become due no later than thirty (30) days after the date of mailing or delivery of each bill. The Members of the Association may from time to time at special meetings levy additional assessments, in accordance with the terms of the Bylaws.

2. Assessments authorized and billed by the Association shall be a charge on the Lot and shall be a continuing lien upon the Lot upon which such assessment is made. If the assessment to an Owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with interest at the rate of eighteen percent (18%) per month or any portion thereof, costs of collection and reasonable attorneys' fees, become a continuing lien on the Lot owned by the delinquent Owner, which lien shall bind the Lot with the Building and improvements thereon, as well as the delinquent Owner, such Owner's heirs, devisees, successors, personal representatives and assigns, without the necessity of filing any document of record. Such lien may be enforced and foreclosed by the Association in the manner provided by applicable law for the foreclosure of real estate mortgages. The lien for unpaid assessments established hereby shall be prior to all liens and encumbrances on the Lot other than (i) the first mortgage recorded prior to the date on which the assessment that is sought to be enforced becomes delinquent, (ii) any second mortgage in favor of Declarant, (iii) liens for real estate taxes and other governmental/municipal assessments or charges against the Lot, and (iv) any other lien that according to law takes priority over existing liens pursuant to any statute. All such assessments, in addition to being a lien, shall also constitute the personal liability of the Owner of the Lot so assessed at the time of the assessment. In the collection of any assessment, the defaulting Owner also shall pay all of the Association's costs of collection, including reasonable attorneys' fees.

3. Each purchaser of a Lot from the Declarant shall pay \$500.00 to the Declarant at the closing of the sale of the Lot to fund a capital improvement reserve account to be maintained by the Declarant and used for sewer connection costs and other capital improvements. Such funds shall be nonrefundable to the Lot purchaser, his or her heirs, successors or assigns, but the balance of the capital improvement reserve account, if any, shall be transferred to the Association when the Declarant transfers the Remaining Land to the Association.

**ARTICLE VII**  
**EASEMENTS.**

The Lots and the Common Elements are and shall be subject to all of the conditions, restrictions, easements and reservations set forth on the Plan, as it may be amended from time to time, and as more fully described below, and all Owners shall be bound by all of said conditions,

restrictions, easements and reservations. All conditions, restrictions, easements and reservations set forth on the Plan, as it may be amended from time to time, and as more fully described below, shall be subject to the terms of this Declaration, the Bylaws, and the rules and regulations of the Association (including, without limitation, the power of the Association to limit access to or close the Roads and easement areas at times of emergency or as may be reasonably necessary for repairs and/or maintenance).

1. “Access and Utility Easement”: An easement to use the Roads for all purposes of a right-of-way to benefit each Lot, which right and easement shall include the right of ingress and egress by foot or by vehicle from Blanchard Road Extension to each Lot and the Common Elements and the right to construct, install, use, repair, maintain and replace above and/or below ground any and all utility lines, pipes, conduits, wires, poles, guys, transformer and juncture boxes including without limitation those necessary for the provision of sewer, water, electricity, telephone, cable television, data and other communication services, including the right to enter the easement area at any time and from time to time with pedestrians, motor vehicles and equipment to exercise the rights reserved pursuant to this easement.

2. “Cluster Mailbox Easement”: An easement for access to the cluster mailboxes in the Common Area for the benefit of each Lot.

### **ARTICLE VIII** **RESTRICTED BUFFER AREAS.**

Pursuant to the permit for the development of the Property (the “Permit”) received from the Town of Cumberland, and to preserve any Undisturbed Forested Buffers as shown on the Plan, all Open Space all as shown on the Plan (including without limitation perimeter buffers around the subdivision not traversed by Roads shown on the Plan) (all collectively hereinafter referred to as the “Restricted Buffer Areas”), the Restricted Buffer Areas are and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth in this Article VIII of the Declaration (the “Restrictions”). Declarant hereby grants the perpetual right to enforcement of such Restrictions to the Town of Cumberland. The Restrictions shall run with the Restricted Buffer Areas and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Areas, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future Owner or occupant of the Restricted Buffer Areas or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Restricted Buffer Areas or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Areas subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

1. Restrictions on Restricted Buffer Area. Unless the Owner of a Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the Town of Cumberland, the Restricted Buffer Areas must remain undeveloped in perpetuity. Existing trees and vegetation shall be preserved within any Restricted Buffer Area, except that invasive vegetation may be removed and dead, windblown or damaged trees which create a hazard to persons or property may be removed. In addition, to maintain the ability of the Restricted Buffer Areas which serve to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection (“Stormwater Management Rules”) and the Permit issued to the Declarant, the use of such Restricted Buffer Areas is hereinafter further specifically

limited as follows:

- (a) No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicles bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Restricted Buffer Areas, nor shall the topography of the area be altered or manipulated in any way;
- (b) Any removal of trees or other vegetation within the Restricted Buffer Areas must be limited to the following:
  - (i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees" is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50 foot square (2500 square feet) area, as determined by the following rating scheme:

<b>Diameter of tree at 4½ feet above ground level</b>	<b>Points</b>
2 - 4 inches	1
4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided that two-thirds of the tree's canopy is maintained;

- (ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that a winding pedestrian path, no wider than six (6) feet and that does not provide a downhill channel for runoff, is allowed through the Restricted Buffer Areas (excluding within any Undisturbed Forested Buffer, upon which no such path may encroach);
  - (iii) Notwithstanding the foregoing limitations, removal of invasive species of trees or other vegetation shall be allowed within Restricted Buffer Areas, provided reasonable steps are employed in connection with such removal activities to avoid erosion and to protect the stormwater filtration and absorption functions of the Restricted Buffer Areas, all in accordance with then-current best practices.
- (c) No Building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Areas, except for a sign, utility pole or fence;

- (d) No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Areas, except as may be necessary to perform permitted removal of invasive species or hazardous dead or windblown or damaged trees or maintenance of permitted pedestrian paths or level lip spreaders; and
- (e) Any level lip spreader directing water flow to the Restricted Buffer Areas must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Restricted Buffer Areas inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Areas must receive prior approval in writing from the Town of Cumberland. The Town of Cumberland may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Areas or if adequate and appropriate alternative means of stormwater control and treatment are provided.

2. Enforcement. The Town of Cumberland may enforce any of the Restrictions set forth in Article VIII, Section 1 above.

3. Binding Effect. If a Restricted Buffer Area is at any time owned by more than one Owner, each Owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such Owner's Lot.

4. Amendment. Any provision contained in this Article VIII of the Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the Town of Cumberland.

#### **ARTICLE IX** **BUILDING SPECIFICATIONS AND DESIGN APPROVAL.**

1. Review and Approval.

- (a) Prior to the commencement of construction of a new Building or Improvement or the renovation of any existing Building which involves a change in dimensions or footprint of that Building or a change to the exterior of that Building, Owner shall submit to Declarant or, if applicable, to the Association's Design and Construction Review Committee (the "Committee") for its review and recommendations for approval or disapproval to the Board, (i) the construction plans and specifications, including, if applicable, the elevation drawings, in triplicate, which plans, specifications and drawings should detail, among other items, the location on the Lot and the design (including the window, door, trim and window grill design), appearance, type, materials (including the roofing and siding), finishes, exterior color of the Buildings and Improvements and all other items listed in Article II, Section 2(a) above, (ii) the landscaping design plan, if applicable, and (iii) such other information as the Declarant and, if applicable, the Committee and/or the Board thereafter reasonably requests.

- (b) As used herein, "commencement of construction" shall include one or more of the following activities on a Lot: (i) site clearing; (ii) blasting; (iii) earth moving; (iv) roughing in of driveway; (v) building foundations, well digging, installing septic system; (vi) delivery of construction materials to the Lot.
- (c) Declarant shall have sixty (60) days to approve or disapprove the application by the Owner or to suggest changes. Declarant shall notify Owner of its decision, in writing, including any conditions or stipulations to which its approval is subject or if the application is rejected, then the specific reasons for the denial, within ten (10) business days after the expiration of said sixty (60) day period. Lack of a decision by Declarant within said ten (10) business day period shall constitute approval by Declarant of the application.
- (d) If the Board has authority, then the provisions of this Subsection (d) shall apply. The Committee shall have sixty (60) days within which to submit its recommendation for approval or disapproval of the application to the Board after all of the required documentation has been provided to the Committee. The Committee shall have the right, upon written notice to Owner, to an additional thirty (30) days within which to complete its review. The Board shall have an additional period of thirty (30) days within which to accept, reject or modify the recommendation of the Committee. The Board shall notify Owner of the Board's decision, in writing, including any conditions or stipulations to which its approval is subject or if the application is rejected, then the specific reasons for the denial. Lack of a decision by the Board within one hundred twenty (120) days of the submission of the application to the Committee by the Owner shall constitute approval by the Board of the application.
- (e) The review by Declarant or, if applicable, by the Committee and the Board shall be to determine whether the proposed project complies with the Declaration in all respects and whether the proposed structures and landscaping plan will be compatible and harmonious with the natural setting of the area and other structures within the development.
- (f) Any material deviations to the plans, specifications and drawings approved by Declarant or, if applicable, by the Board shall require the prior written approval of the Declarant or, if applicable, the Board.

**ARTICLE X**  
**AMENDMENTS.**

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 percent (80%) or more of the Lots; provided, however, that at any time during which the Declarant owns one or more Lots, no amendment shall be effective unless the written consent of the Declarant to such amendment is obtained. Any such amendment shall be recorded in the Cumberland County Registry of Deeds. Notwithstanding the foregoing, no amendment of this Declaration shall amend the Restrictions upon the Restricted Buffer Areas set forth in Article VIII to which the Town of Cumberland has been granted rights to enforce in perpetuity, without the express written consent of the Town of Cumberland to such amendment.

**ARTICLE XI**  
**GENERAL PROVISIONS.**

1. **Enforcement.** By the acceptance of the deed to this Lot, each Owner covenants and agrees for himself or herself, his or her heirs, devisees, successors, personal representatives and assigns, to comply with the covenants and restrictions set forth in this Declaration. Any failure to so comply shall be grounds for an action against the Owner, his or her heirs, devisees, successors, personal representatives and assigns, to recover damages or for injunctive relief or both. Such action may be maintained by the Association, the Declarant or by any aggrieved Owner. In the event the Association, Declarant or an Owner shall substantially prevail in any such action, they shall be entitled to recover reasonable attorneys' fees and related expenses incurred in enforcing the terms of this Declaration. Nothing herein shall require the Declarant to enforce any of the covenants and restrictions in this Declaration.

2. **Waivers.** No delay or omission on part of the Declarant or any Owner in enforcing the covenants set forth herein shall be construed as a waiver of any right to enforce or seek such remedy or acquiescence in such breach.

3. **Severability.** In the event any one or more of the provisions of this Declaration shall be found for any reason by a court of competent jurisdiction to be unenforceable or null and void, such judgment or decree shall not affect, modify, change, abrogate or nullify any other provision of this Declaration.


4. **Pronouns.** Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Schooner Ventures III, LLC, has caused this Declaration to be executed by RICHARD N. BRYANT, its duly authorized agent, as of the day and year first above written.

WITNESS:

  
\_\_\_\_\_

SCHOONER VENTURES III, LLC  
a Maine limited liability company

By:   
Print Name: Richard N. Bryant  
Its: Authorized Agent



STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

November 18, 2021

Personally appeared before me the above-named Richard N. Bryant, in his capacity as Authorized Agent of Schooner Ventures III, LLC, as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said limited liability company.



Print name:

Notary Public/Attorney-at-Law

My Commission Expires:

**SHARON K. O'NEILL**  
**Notary Public, State of Maine**  
**My Commission Expires 7/9/2024**

EXHIBIT ALegal Description of Property

A certain lot, or parcel of land, located on the northeasterly side of Blanchard Road Extension, in the Town of Cumberland, County of Cumberland, State of Maine, being bound and described as follows:

Beginning on the northeasterly side of Blanchard Road Extension, at a 4" x 4" granite monument, at the westerly corner of land now or formerly (N/F) of Suzanne L. McCormack Declaration of Trust, as described in Book 34142, Page 044;

THENCE: N 63°33'57" W, along said Blanchard Road Extension, 170.11', to a found monument;

THENCE: following a curve to the right, along said Blanchard Road Extension, having a radius of 450.00', an arc length of 147.46', a chord bearing of N 54°10'43" W, and a chord distance of 146.80', to a 4" x 4" granite monument;

THENCE: N 44°47'31" W, along said Blanchard Road Extension, 104.57', to a 4" x 4" granite monument;

THENCE: N 44°47'31" W, along said Blanchard Road Extension, 25.03', to the southerly corner of Remaining Land of the Grantor;

THENCE: N 45°12'31" E, along said land of the Grantor, 355.60', to a proposed #5 rebar w/cap stamped "NCS 2080";

THENCE: N 01°47'06" W, along said land of the Grantor, 158.49', to a proposed #5 rebar w/cap stamped "NCS 2080";

THENCE: N 40°11'34" W, along said land of the Grantor, 557.76', to the easterly corner of Beatrice Kalinich and Jeffery Kalinich, as described in Book 16172, Page 143;

THENCE: N 52°45'16" W, along said Kalinich, 222.27', to a 5/8" rebar on the southeasterly line of land N/F of Bruce S. Wildes and Nancy J. S. Wildes, as described in Book 16245, Page 202;

THENCE: N 37°05'21" E, along said Wildes, 196.48', to a 5/8" rebar;

THENCE: N 52°45'16" W, along said Wildes, 222.98', to a 5/8" rebar;

THENCE: S 62°23'12" W, along said Wildes, 298.08', to a 5/8" rebar on the northeasterly side of said Blanchard Road Extension;

THENCE: following a curve to the left, along said Blanchard Road Extension, having a radius of 225.00', an arc length of 139.94', a chord bearing of N 31°31'38" W, and a chord distance of 138.13', to a point;

THENCE: N 49°11'56" W, along said Blanchard Road Extension, 105.64', to a point;

THENCE: following a curve to the right, along said Blanchard Road Extension, having a radius of 325.00', an arc length of 54.91', a chord bearing of N 46°20'57" W, and a chord distance of 93.08', to a point;

THENCE: N 39°31'07" W, along said Blanchard Road Extension, 105.67', to a point;

THENCE: following a curve to the right, along said Blanchard Road Extension, having a radius of 175.00', an arc length of 33.62', a chord bearing of N 34°00'52" W, and a chord distance of 33.57', to a point;

THENCE: N 28°31'02" W, along said Blanchard Road Extension, 43.06', to the southerly corner of land N/F of Mark A. Fairbanks and Christine L. Fairbanks, as described in Book 23621, Page 335;

THENCE: N 34°47'12" E, along said Fairbanks, 657.58', to a point on the southwesterly line of land N/F of Carl Terison, Jr., as described in Book 3594, Page 252;

THENCE: S 53°50'55" E, along said Terison, Jr., along land N/F of John W. Geissinger and Anne S. Geissinger, as described in Book 36500, Page 317, along other land of said Terison, Jr., as described in Book 2594, Page 252, along land N/F of Kevin McCusker and Gina McCusker, as described in Book 37162, Page 309, and along land N/F of W.P. Clark and Sons Home Building, Inc., as described in Book 35955, Page 144, 2,353.53', to a ½" rebar on the northwesterly line of land N/F of Peter J. McCabe and Cinderella J. McCabe, as described in Book 16335, Page 180;

THENCE: S 48°05'53" W, along said McCabe, along land N/F of Jennifer C. McCabe, as described in Book 34839, Page 206, and along land of said McCormack Declaration of Trust, 1349.08', to the POINT of BEGINNING.

The above described parcel contains 44.1 acres, more or less. The bearings for the above described parcel are based on Maine Coordinate System of 1983, West Zone Grid North.

The above described parcel is SUBJECT TO the following restrictive covenant: All new homes to be constructed shall contain a minimum of One Thousand Eight Hundred (1,800) square feet and include an attached two (2) car garage.

TOGETHER with a fifty foot (50') right-of-way in common with others, for purposes of ingress and egress and the installation, repair, and maintenance of utilities in, over and across the above-mentioned fifty foot (50') private right-of-way and existing right-of-way from the Town-accepted portion of Blanchard Road to the Gray-Cumberland Town Line, said fifty foot (50') right-of-way being shown and more particularly described on the following Plans: "Standard Boundary Survey of Land of Robert J. Piampiano and Brenda T. Piampiano" prepared by Sebago Technics, Inc. and recorded in Plan Book 199, Page 177 of the Cumberland County Registry of Deeds; and, "Standard Boundary Survey of Land of Robert J. Piampiano" prepared by Sebago Technics, Inc. and recorded in Plan Book 199, Page 179 of the Cumberland County Registry of Deeds.

SUBJECT TO the terms and conditions of the Declaration of Covenants Amending and Replacing Road Maintenance Agreements dated November 18, 2005, and recorded in the Cumberland County Registry of Deeds in Book 23480, Page 223.

WITH THE BENEFIT OF, to the extent applicable, of a certain Open Space and Visual Easement over the southwesterly portion of property now or formerly of Judith D. Kane, said Open Space and Visual Easement bounded and more particularly described in a deed of Robert J. Piampiano to Judith D. Kane dated July 8, 1977, and recorded in Book 13210, Page 161 of the Cumberland County Registry of Deeds.

Reference is made to a deed from Suzanne L. McCormack to Schooner Ventures III, LLC dated April 1, 2021 and recorded in the Cumberland County Registry of Deeds in Book 38014, Page 43.