

Cumberland County  
Registry of Deeds  
Book 29298 Pg. 73  
recorded 1/25/2012  
@ 9:28 a.m.

GENERAL DECLARATION OF  
COVENANTS AND RESTRICTIONS  
VILLAGE GREEN, PHASE I  
CUMBERLAND, MAINE

JANUARY 17, 2012

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THIS DECLARATION effective this 17th day of January, 2012 by VILLAGE GREEN CUMBERLAND, LLC, a Maine limited liability company (herein called "Declarant").

Article 1.     DECLARATION PURPOSES:

Section 1.1.   General Purposes: Declarant is the owner of certain real property located off Wyman Way and Drowne Road in Cumberland, Cumberland County, Maine, and desires to create therein a residential community. Declarant desires to provide for the preservation of the values and amenities in said community and desires to subject the real property described in Article 3 to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof. Among the values that Declarant desires to preserve is the scenic and recreational character of that real property. Declarant also desires to establish a homeowners association as a method for the administration, maintenance, preservation, use and enjoyment of the real property described in Article 3.

Section 1.2.   Declaration: To further the general purposes herein expressed, Declarant, for itself and its successors and assigns, hereby declares that all real property hereinafter described in Article 3, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

Article 2.     DEFINITIONS: The following words and terms when used in this Declaration or any supplemental declaration, and whether or not capitalized (unless the context indicates otherwise), shall have the following meanings:

"Association" shall mean the Village Green Homeowner's Association, a Maine non-profit corporation with an initial place of business in Portland, Maine.

"Board" or "Board of Directors" shall mean the duly appointed or elected Board of Directors of the Association.

"Bylaws" shall mean the duly adopted bylaws of the Association, including any amendments thereto as may be adopted from time to time.

"Common Expenses" shall mean the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration and the Bylaws of

the Association.

“Common Properties” shall mean and refer to any real property, and improvements or portions of improvements thereon, within the properties which are not lots, and any personal property or equipment conveyed to the Association.

“Conservation Easement” shall mean any easement preserving the natural, undeveloped condition of the Open Space shown on the Subdivision Plan consistent with the Town of Cumberland’s permits and approvals.

“Design Guidelines” shall mean the Village Green Phase I Design Review Process and Design Guidelines.

“ Dwelling ” shall mean and refer to any residential structure or any building or any part thereof designed and intended for use and occupancy as a residence by a single family whether it is a condominium unit, a rental apartment or a single family house.

“ Dwelling Accessory Building ” shall mean a subordinate building, the use of which is incidental to the dwelling and customary in connection with that use.

“ Enclosed Dwelling Area ” shall mean that portion of a dwelling which is enclosed and customarily use for dwelling purposes, but shall not include open or shed porches, terraces, breezeways, garages, carports, sheds, decks or dwelling accessory areas if their roofline forms an integral part of the roofline of the main dwelling or if they are attached to a two story structure.

“ Lot ” shall mean and refer to the individual lots indicated on the Subdivision Plan (as hereinafter defined). In the event that any sidewalk, pathway or roadway encroaches, now or in the future, on any Lot, an easement for such encroachment exists.

“ Owner ” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot situated upon the properties, but shall not mean or refer to any mortgage holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

“ Project Documents ” shall mean, collectively:

- (1) Village Green Subdivision (approved by Town of Cumberland on September 20, 2011), the Development Conditions associated therewith and the Notice of Decision by the Cumberland Planning Board dated September 21, 2011;
- (2) Design Guidelines dated November 2011;

- (3) Maine Department of Environmental Protection Approval Order L-25376-L3-A-N, L-25376-TE-B-N, and L-25376-L6-C-N dated November 10, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29153, Page 214, including the submissions therewith, which include the stormwater operations and maintenance provisions set forth in the “Inspection and Maintenance Manual For Stormwater Management System”, Village Green, Cumberland, Maine, prepared by DeLuca-Hoffman Associates, Inc. dated May 2011;
- (4) Army Corps of Engineers Maine General Permit dated October 3, 2011; and
- (5) Any future Permits or Orders issued by any of the Town of Cumberland, MDEP or Army Corps.

“Project Documents Binder” shall mean the compilation of the Project Documents delivered to each Lot purchaser as part of the Purchase and Sale Agreements.

“Properties” shall mean and refer to the real estate described in Section 3.1 hereof.

“Residential Lot” shall mean all the numbered lots shown on the Subdivision Plan.

Roads And Drives - “Private Roads” are those Roads, Lanes, Drives or Ways labeled “Private Drive” or “Private R.O.W.” on the Subdivision Plan. “Residential Drives” are all vehicular access drives servicing a Residential Lot, not labeled a Private Drive or Private R.O.W. Residential Drives are not shown on the Subdivision Plan.

“Single Family” shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than four (4) persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

“Story” shall mean that portion of a dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above, but shall not include a cellar or basement.

“Structure” shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate structure.

“Subdivision Plan” shall mean, collectively, that subdivision plan entitled “Amended Final Subdivision Plan Village Green Cumberland”, and plan entitled “Amended Stream Buffer and Easement Plan” dated May 2011, revised as of January 5,

2012, approved January 17, 2012, and recorded in the Cumberland County Registry of Deeds in Plan Book 212, Page 18 and 19, respectively.

Article 3. PROPERTIES; ADDITIONS THERETO:

Section 3.1. Properties: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Cumberland, Cumberland County, Maine and is more particularly described in Exhibit A attached hereto and by this reference made a part hereof as fully as though recited in this Section 3.1. The property is also shown on the The Subdivision Plan.

Section 3.2. Additional Lots: [Reserved].

Article 4. GENERAL RESTRICTIONS:

Section 4.1. Land Use and Building Type; Number of Dwellings: No Dwelling or structure shall be erected, re-erected or maintained except in accordance with this Declaration. No dwelling accessory building shall be used for rental purposes separate from the dwelling. Each residential lot shall only be used for no more than one single family dwelling provided, however, that the Association may utilize any property conveyed to it by Declarant pursuant to Section 7.4 below for recreational and recreational-related facilities, subject to the receipt of all required local, state and federal permits and approvals with respect thereto.

Section 4.2. Private Recreational Facilities: No recreational amenities, including but not limited to swimming pools, tennis courts, hot tubs, whirlpools, sand boxes, swing sets or jungle gyms shall be erected, constructed or placed on any residential lot within the properties, except where such amenities are incorporated into the approved design of the lot by the Design Review Committee.

Section 4.3. Minimum Living Area: All dwellings constructed on the Property shall contain a minimum of 1100 square feet of living area, exclusive of basements, garages and associated structures. No plans shall be approved unless the proposed dwelling shall include this minimum living area.

Section 4.4. Building Height: No new dwelling shall be erected which is more than thirty-five (35) feet in height or whose roof line extends above the tree canopy, whichever is lesser. No dwelling accessory building shall exceed twenty-five (25) feet in height. Height shall be measured as provided in the Cumberland Zoning Ordinance. Pre-existing dwellings and other buildings may be rehabilitated and restored in accordance with their original size, scale and appearance. All construction shall be in accordance with all applicable ordinances of the Town of Cumberland, Maine.

Section 4.5. Dwelling Quality: It is the intention and purpose of these covenants

to ensure that all dwellings shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other dwellings within the development. All dwellings shall be constructed in accordance with applicable government building, safety and other codes, and the Design Guidelines. Declarant shall, as part of the design and construction approval process, have the right to approve or disapprove the general contractor, for any construction project.

Section 4.6. Location of Dwellings and Structures: To assure that buildings and other structures will be located so that desirable view, privacy and breeze will be available to the largest number of buildings or structures built within the properties and that structures will be located with regard to the topography of the properties taking into consideration the location of large trees, structures previously built or approved pursuant to this Article 4 and other aesthetic and environmental considerations, all dwellings, accessory buildings and other improvements constructed on any Lot shall be located within the building windows shown on the lots of the Subdivision Plan.

Section 4.7. Parking; Automobiles, Boats and Other Vehicles: The following parking and vehicle restrictions shall apply within the Property:

(a) No owner or resident of a Lot shall park, store or keep any vehicle which is otherwise permitted to be parked within the Property pursuant to his Declaration except wholly within the garage or driveway of the owners/residents home and further provided that any vehicle or boat stored within the Property shall be stored within the garage or other permitted accessory building within the Property.

(b) On-street parking shall occur only in areas designated for such use and is intended for turn over parking where parking needs cannot be accommodated on any Lot or designated Common Areas. Guests of a Lot owner may park in designated on-street spaces for no more than forty eight (48) consecutive hours without the express written approval of the Association.

(c) Off-street parking outside of the Lots shall occur only as specifically permitted by the Association.

(d) This section shall preclude the parking of service or delivery vehicles delivering to or servicing the Lots, unless in connection with business being conducted on a Lot.

(e) No Owner or Resident shall repair or restore any motor vehicle, boat, trailer or other vehicle upon any portion of any Lot or upon the Common Areas, except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

(f) For purposes of this section, "private passenger vehicle" shall mean reasonably well maintained vehicles as determined in the discretion of the Board of Directors, used primarily for residence passenger transportation and which can be enclosed within the resident's garage. "Private passenger vehicle" shall not include any of the following:

(i) Vehicles originally constructed (or subsequently altered) so as to be equipped for human habitation or to which a camper shell or other similar addition has been attached;

(ii) Vehicles which are primarily stored (as opposed to primarily operated as a passenger vehicle), such as vehicles damaged or missing parts, or vehicles not currently registered in accordance with the Maine Vehicle Code; or

(iii) Work vehicles with bins, ladders, ladder racks, or equipments visible to passers-by. The Board in its reasonable discretion may add to or modify this list as part of the Association Rules.

(g) The Board shall have the authority to promulgate further reasonable rules and restrictions of uniform application regarding the parking and/or operation of vehicles within the Property as may be deemed by it reasonable and appropriate.

Section 4.8. Driveways: Plans and specifications for driveways, culverts, pavement edging and markers shall be approved in writing by Declarant.

Section 4.9. Home Occupations: No home occupation or profession which involves the generation of traffic, including customer vehicles and/or delivery vehicles, shall be conducted in any dwelling or dwelling accessory building unless approved by the Declarant or the Association.

Section 4.10. Temporary Structures: No trailer, tent, shack or other 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. Temporary buildings or structures used during the construction of a dwelling shall be in close proximity to the dwelling and in a location approved by Declarant and such buildings or structures shall be removed upon completion of construction.

Section 4.11. Completion of Construction: Construction of dwellings and dwelling accessory buildings shall commence within one (1) year of the date the building permit is granted by the Town of Cumberland. Any construction undertaken shall be continued with diligence toward the completion thereof and the exterior construction of

any dwelling and dwelling accessory buildings shall be completed within one (1) year of the date on which construction (including excavation) commences, except that such period may be extended by reason of strikes, fires, natural disasters and other matters beyond owner's control. Dwellings and other dwelling accessory buildings may not be temporarily or permanently occupied until the exteriors thereof have been completed. Substantially all of the landscaping shown in plans submitted to and approved by Declarant must be completed within ninety (90) days of completion of exterior construction unless Declarant approves an extension of such ninety (90) day period. Only one ninety (90) day extension shall be granted and all landscaping shown on said plans must be completed by the end of the extension. As a condition of approval of proposed plans for all structures, a bond may be required by Declarant which guarantees payment of the landscape contractor's estimated cost of installation to implement the plan as submitted to and approved by Declarant.

Section 4.12. Signs: Except during the initial sales phase of the Lots, or as may be waived by Declarant, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, or for sale or for rent signs, shall be erected or maintained on the residential lots, and except signs which comply with the requirements of the Village Green Cumberland Sign Guidelines. Dwelling identification signage is limited to one sign no larger than 6" x 18" mounted on the dwelling, by or on the door or near the driveway entrance to the Lot.

Section 4.13. Trees: It is the Declarant's intention that the natural woodland of the properties be preserved. Unless located within twenty (20) feet of a dwelling or dwelling accessory building or within twenty (20) feet of the approved site for such building, no trees measuring four (4) inches or more in diameter at breast height may be removed without a written variance from the Design Review Board as defined in Section 5.5 herein. No trees planted by the Declarant may be removed without the express written approval of the Declarant or the Board. In the event of a violation hereof, a special fine of \$2000 per tree removed may be levied by the Declarant or the Association against the responsible owner and said owner shall, to the extent practical, plant a new tree or trees of the same or different species in approximately the same location as the tree or trees wrongfully removed. Should said owner fail to replace such tree or trees, the Declarant or the Association, in addition to levying such fine, shall have the right to enter upon the property and plant a new tree or trees of the same location as the tree or trees wrongfully removed at a cost to be paid by the owner. Fines or charges pursuant to this Section 4.13 shall be collected and enforced in the same manner as assessments under Article 8.

Section 4.14. Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the properties shall be installed in compliance with all applicable federal, state and local requirements, the Design Guidelines and with the consent of Declarant. All utility lines shall be maintained



by the Declarant until Declarant shall turn them over to the Association, at which time the Association will have sole responsibility for maintaining the utility lines in the common areas. Declarant and/or the Association shall have access to each of the lots for purposes of maintaining utility lines, including irrigation lines and similar utilities installed for the benefit of a particular Lot.

Section 4.15. Maintenance of Lots: All lots and all improvements on the lots shall be kept and maintained by the owner thereof in clean, safe, attractive and slightly condition and in good repair, subject to the rights of the Declarant and/or the Association to provide such maintenance services consistent with this Declaration and the Association contracts and budgets.

Section 4.16. No Noxious or Offensive Activity: No offensive or noxious activity shall be carried on upon the properties. "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior which is inconsistent with both the reasonable pleasurable use of the properties by owners, their lessees and guests and their reasonable expectations of vacationing, year-round living, studying, working, recreating, or enjoying sports free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, offensive displays of public sexuality, significantly loud electronic music distractions, or other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the properties by others who are not participating in such offensive or noxious activity. Resort athletic events, concerts, festivals, competitions or shows primarily for the use and enjoyment of the properties by owners and their guests, conducted under permit from Declarant shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by Declarant, or its terms and conditions violated.

Section 4.17. No Hazardous Activities: No activities shall be conducted on the properties and no improvements constructed on the properties which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the properties and no open fires shall be lighted or permitted on the properties except within a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed fireplace.

Section 4.18. No Unsightliness: No Unsightliness shall be permitted upon the properties. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, objects or conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) no motor vehicles shall be constructed, reconstructed, repaired or abandoned upon the properties except in an enclosed garage or work space; (c) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the properties; (d) refuse, garbage or

trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (e) hanging, drying or airing of clothing or household fabrics shall not be permitted on the properties; (f) garage doors shall not be left open for extended periods of time.

Section 4.19. Restrictions on Animals: Usual and ordinary domestic pets may be kept on the properties, provided that dogs shall be leashed in accordance with Cumberland Ordinances and no dog runs or pens shall be maintained in the area between the dwelling and the adjacent roadway.

Section 4.20. No Annoying Lights, Sounds or Odors: No light shall be emitted from any portion of the properties which is unreasonably bright or causes unreasonable glare or does not comply with the Design Guidelines; no sound shall be emitted from any portion of the properties which is unreasonably loud or annoying including without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices use exclusively to protect any of the properties or buildings; no odors shall be emitted from any dwelling or any portion of the properties which are noxious or offensive to others.

Section 4.21. Rules and Regulations: In order to ensure the peaceful and orderly use and enjoyment of the properties, Declarant may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons on said properties as it may deem necessary, including, but not limited to, Design Guidelines, Sign Guidelines, and methods and procedures for enforcing compliance with the Declaration. In addition, the Board of Directors may from time to time adopt, modify and revoke in whole or in part, such reasonable Rules and Regulations governing conduct of persons on said properties as it may deem necessary. Said modification and revocations shall not apply to those Rules and Regulations adopted, modified or revoked by Declarant. Such Rules and Regulations upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each owner, the Association and the Design Review Board and shall be binding upon all owners. No such Rules or Regulations shall be established which violate the intention or provisions of this Declaration or the Design Guidelines or which shall unreasonably restrict the use of the properties by the owners thereof. The Rules and Regulations of Declarant shall control and supersede any Rules and Regulations of the Association in the event a conflict exists between the Rules and Regulations of Declarant and the Rules and Regulations of the Association. Such Rules and Regulations may not amend, alter or conflict with any provisions of this Declaration, the Bylaws of the Association.

Section 4.22. Snow Storage: Declarant shall have the right to designate areas within the properties to push, stock or store snow.

Section 4.23. Television Antennae: No antenna or other signal receiving system shall be constructed or maintained on the properties except such system as approved and made available by Declarant.

Section 4.24. Deviations by Agreement with Declarant: Declarant may enter into agreements with any owner, without the consent of any other owner, to deviate from any of the covenants set forth in this Article 4 for reasons of practical difficulties or particular hardships which otherwise would be suffered by such owner, provided that no such deviations shall be unreasonably inconsistent with the overall plan for the harmonious development of the Property. It is the intent of this Section 4.24 that such deviations be of a minimum amount or scope reasonably necessary to alleviate such difficulties or hardships. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such covenant as to other lots on the properties. No such agreement may be in conflict with any other provisions of this Declaration, the Bylaws of the Association or the Audubon Agreement.

Section 4.25. Lots Not Subject to General Restrictions: Anything herein to the contrary notwithstanding, Declarant reserves the right to construct and maintain on the properties structures for use by it, its successors and assigns, as an office of offices in connection with the development, sale and management of the properties and in that regard to erect and maintain signs at selected locations. Said structures shall comply with the Design Guidelines.

Section 4.26. Subdivision of Property; Time Sharing, Interval Ownership: No lots may be further subdivided to create additional lots beyond the number permitted in Section 3.1 above, including conversion of structures into condominium units.

No unit of ownership may be subdivided to permit "Time Sharing" or other "devices" to effect interval ownership. For purposes of this Article, "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common in which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same dwelling and such owners have a formal or informal right-to-use agreement. Such "devices" to effect interval ownership may or may not be time sharing arrangements established under the Maine Time Share Act, 33 M.R.S.A. §591, et seq., as amended.

Section 4.27. Drainage: Declarant may establish reasonable regulations and restrictions pertaining to drainage or siltation originating on construction sites and parking areas, porosity of pavement materials used on roadways and parking areas and similar provisions relating to hydrological factors on properties.

Section 4.28. Landscaping: The Association shall have the right to enter on any lot and install, remove or maintain any landscaping on that lot, if the owner shall not have installed the approved landscaping within the time allotted for completion, or shall fail to adequately maintain the landscaping in accordance with the applicable Guidelines.

Section 4.29. Subdivision Plan/Project Documents Compliance: The Properties shall be constructed and constantly maintained by the Declarant and thereafter by the Association in strict compliance with the Approved Subdivision Plan and Project Documents.

Any conflict between the above-cited Plan or Project Documents and this General Declaration shall be interpreted and enforced in accordance with the terms of the Plan or Project Documents which shall control and supersede this General Declaration and the Bylaws of the Association.

Article 5. ARCHITECTURAL CONTROL AND REQUIRED APPROVAL OF CONSTRUCTION OF DWELLINGS, STRUCTURES, OF CLEARING, GRADING AND RELATED MATTERS:

Section 5.1. Approval by Declarant: No improvements of any kind, including but not limited to dwellings, swimming pools, ponds, garages, parking areas, fences, walls, tennis courts, greenhouses, drives, antennae, flag poles, lamp posts, mail boxes, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the properties, nor shall any excavating, clearing, removal of trees, or shrubs, or landscaping be done on any lands within the properties, unless the complete plans and specifications therefore are approved in writing by Declarant prior to commencement of such work. Declarant shall consider the materials to be used on the external features of said buildings or structures, the location with respect to topography and finished grade elevations and harmony of landscaping with the natural setting and surroundings, and shall ascertain whether the architecture conforms to the Design Guidelines.

Section 5.2. General Requirements: Declarant shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties approved by Declarant conform and harmonize with the Design Guidelines and the natural surroundings and with existing structures as to external design, bulk, rooflines, material, color, siting, height, topography, grade and finished group elevation.

Declarant shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Refusal of approval by Declarant of plans, locations or specifications may be based upon any ground, including purely aesthetic conditions which in the sole and uncontrolled discretion of Declarant shall appear sufficient to support the refusal.

Section 5.3. Liability: Declarant shall not be liable in damages to any persons submitting any plans for approval, or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any owner of any person submitting plans to Declarant for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against Declarant, its officers as individuals, or its advisors, employees, or agents.

Section 5.4. Procedures for Obtaining Required Approval: Whenever approval is required of Declarant, appropriate complete plans, specifications and stake out shall be submitted to Declarant for preliminary and final review and approval. Declarant shall give notice to the applicant of receipt of the completed application for either preliminary or final approval and shall either approve, disapprove or approve with conditions such application within thirty (30) days after such notice. If the application is disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. If such plans and specifications are not approved, disapproved or approved with conditions within thirty (30) days after notice of receipt, they shall be deemed approved. At the discretion of Declarant, a reasonable filing fee shall accompany the submission of such plans to defray administrative expenses. A copy of each approved set of plans and specifications shall be kept on file by Declarant.

Section 5.5. Design Review Board: Declarant shall establish a Design Review Board for the following purposes, which Design Review Board shall act on behalf of Declarant with respect to those rights and obligations of Declarant set forth in this Declaration which relate to approval of construction on Lots:

5.5.1. Promulgation of design review guidelines and procedures.

5.5.2. Consideration of and action upon applications for approval of improvements. Board approval of improvements shall take the form of a Certificate of Approval issued after the Board has approved the plans and specifications of the proposed improvements, and a Certificate of Completion issued after the Board has reviewed the approved improvements and certified them to be complete in accordance with the plans and specifications including, without limitation, the approved landscaping of each lot. No final Certificate of Occupancy shall be issued without the Lot owner's submission of the Certificate of Completion to an appropriate representative of the Town of Cumberland.

5.5.3. Inspection of all construction activities on the properties, and enforcement of architectural controls and compliance with the Design Guidelines and approvals thereunder.

5.5.4. Other activities necessary or convenient to carrying out this

Section 5.5.

Section 5.6. Members of Design Review Board: The Design Review Board members shall consist of at least three (3) persons, initially appointed by Declarant, of whom at least two (2) shall be members of the Board of Directors. The Board of Directors shall act as the Design Review Board at any time(s) the Design Review Board is not established. No member of the Design Review Board may serve for term longer than three (3) years without being elected to serve by the Association, unless he/she is a member of the Board of Directors. No member of the Design Review Board may serve longer than six (6) consecutive years.

Section 5.7. Declarant Representative: The Declarant may appoint a representative to operate a planning and development office and to act for Declarant in processing and reviewing applications and enforcing compliance with the Design Guidelines and approval thereunder.

Article 6. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;  
ASSOCIATION PURPOSE AND POWERS:

Section 6.1. Membership: Prior to conveyance of any dwelling or lot on the properties, Declarant shall cause the Association to be formed. Every owner, as defined in Article 2 herein, shall be a member of the Association, provided that any person or entity who holds an interest in any dwelling or lot merely as a security for the performance of an obligation shall not be a member.

Section 6.2. Voting Rights: All members shall be entitled to one (1) vote for each residential lot, in which they hold the interests required for membership pursuant to this Article 6. When more than one person or entity holds such an interest or interests in any dwelling or lot, all such persons or entities shall be members, and the vote for such dwelling or lot shall be exercised as they among themselves determine by majority vote, but in no event shall more than one vote be cast with respect to any such dwelling or residential lot. A member's voting rights shall be suspended during any period in which the member is more than thirty (30) days in arrears for amounts due the Declarant or Association, including assessments.

Section 6.3. Declarant Control: Notwithstanding the foregoing, Declarant shall have the right to appoint, remove and replace the directors of the Association until the first meeting of members following the conveyance of ninety percent (90%) of the residential lots that Declarant has the right to create within the properties pursuant to Section 3.2 above, or ten (10) years from the date of recording this Declaration, whichever comes later. Declarant shall call a meeting within sixty (60) days of such conveyance or within sixty (60) days following the tenth year anniversary of the recording hereof, as the case may be, for the purpose of the electing directors by the

members. Declarant may also convey control to the Association at such earlier time as it may choose, following sixty (60) days advance written notice to the Association.

Section 6.4. Association Purpose and Powers: The Association is the governing body under this Declaration and shall have all powers generally reserved to community associations, except as otherwise stated in the Declaration or as limited by law, including, but not limited to, the power to:

- 6.4.1. Adopt and amend bylaws and rules and regulations;
- 6.4.2. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments from owners;
- 6.4.3. Hire and terminate managing agents and other employees, agents and independent contractors;
- 6.4.4. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting the Association;
- 6.4.5. Make contracts and incur liabilities;
- 6.4.6. Regulate and use, maintenance, repair, replacement and modification of the common properties;
- 6.4.7. Cause additional improvements to be made as part of the common properties;
- 6.4.8. Acquire, hold, encumber and convey in its own name and right, title or interest to real or personal property;
- 6.4.9. Grant easements, leases, licenses and concessions through or over the common properties;
- 6.4.10. Impose and receive any payments, fees or charges for the use, rental or operation of the common properties, other than restrictive zones and areas described in Article 10;
- 6.4.11. Impose charges for the late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association;
- 6.4.12. Impose reasonable charges for the preparation and recording of amendments to the Declaration;

6.4.13. Provide for the indemnification of its officers and directors and maintenance of directors and officers liability insurance;

6.4.14. Assign its right to future income;

6.4.15. Exercise any other powers conferred by the Declaration or Bylaws;  
and

6.4.16. Exercise any other powers necessary and proper for the governance and operation of the Association.

6.4.17. Enforce compliance with the Approved Subdivision Plan.

Article 7. PROPERTY RIGHTS IN THE PROPERTIES AND OBLIGATIONS OF THE ASSOCIATION WITH RESPECT THERETO:

Section 7.1. Conveyance of Common Properties to the Association: Except as otherwise provided herein, Declarant may retain title to and shall not convey to the Association the common properties until such time as Declarant has conveyed to persons other than an affiliate of Declarant ninety percent (90%) of the residential lots that Declarant has the right to create within the properties pursuant to Section 3.2 above. Within one hundred twenty (120) days after the conveyance by Declarant of ninety percent (90%) of said residential lots, Declarant shall convey said common properties to the Association. At the time of said conveyance, the Declarant shall have maintained the working capital fund with sufficient funds to meet the anticipated Association expenses for one year after the conveyance. Until such time, Declarant shall hold said common properties for the benefit and enjoyment of the owners and shall levy the assessments contemplated by Section 8.1 and 8.2 against all lots not owned by Declarant pursuant to the powers granted Declarant in Section 8.1 hereof.

Section 7.2. Members' Easement Enjoyment: Subject to the provisions of the Declaration and to the incorporating documents of the Association, which is or will be the grantee of the common properties, every member as defined in Article 6 herein, shall have the right and easement of enjoyment in and to the common properties in common with other owners and such easement shall be appurtenant to and shall pass with the title to every dwelling or lot, subject to the Project Documents.

Section 7.3. Obligation of the Association with Respect to Common Properties: The Association, for itself, its successors and assigns, by acceptance of a deed to all or a portion of the common properties, subject to and with the benefit of the provisions of this Declaration, which shall be recorded in Cumberland County Registry of Deeds, hereby covenants with Declarant as follows:

7.3.1. The Association will accept conveyance of the common properties



which Declarant is obligated to or may convey to it.

7.3.2. The Association will preserve and maintain for the common benefit of the owners all of the common properties which the Association hereafter shall own, or have rights to or interests in including without limitation the obligation to maintain streets, roadways and other common areas and facilities which may be conveyed to the Association as common properties, pay taxes thereon, keep the same in good and sightly appearance, maintain insurance thereon, keep the same in good and sightly appearance, maintain insurance thereon as provided in the Bylaws and comply with and enforce the provisions of this Declaration. All areas designated as "Open Space" shall remain as open space and shall not be subdivided or built upon or otherwise altered from their natural character, except for such alteration reasonably necessary in order to create pedestrian walking trails and relocation of existing snowmobile trails, maintain the existing pond, maintain, repair and replace existing improvements and structures thereon, including above-ground and underground utilities, or to install new underground utilities across said areas, following which said areas will be restored as nearly as possible to their original condition.

Section 7.4. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

7.4.1. Rights of Declarant, its successors and assigns, as herein reserved.

7.4.2. Rights of the Association which is the grantee of common properties, including, but not limited to the rights of the Association to suspend enjoyment rights of any member by reason of unpaid assessments or violations hereof or of Rules and Regulations, all as provided herein.

Section 7.5. Residential Driveways and Expenses: Declarant shall build all Private Roads shown on the Subdivision Plan but shall have no responsibility to construct any Residential Drives to any of the Lots. The individual Lot owners are responsible for constructing and maintaining all Residential Drives.

Section 7.6. Rights Reserved by the Declarant: Declarant, for itself, its successors and assigns, reserves for the benefit of Declarant or any properties of Declarant or any successor or assign of Declarant, which need not include the properties, the following rights in any of the properties transferred to the Association or the owners:

7.6.1. Unless expressly waived by Declarant, Declarant reserves exclusively unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right in, on, over and under the Properties to erect, maintain, operate and use roadways, parking lots, poles, wires, cables, switches, computers, receptacles, satellite transmission earth stations, conduits, directional and informational signs, drainage ways, sewers, irrigation lines, wells, antennas, receivers, garbage collection

facilities, pumping stations, tanks, water mains and other suitable equipment including microwave and satellite stations for the conveyance, transmission or use of video, voice, facsimile and data communications, electricity, gas, sewer, water, drainage or other public convenience, utilities and communication facilities on, in or through those portions of the properties as may be reasonably required for access and utility purposes for the Properties as shown on the Subdivision Plan and also those associated areas shown as Open Space on the Subdivision Plan, provided, however that :

- (a) No utility easement shall run across any portion of the properties which is conveyed by a building window or across any area for which written approvals to construct a building thereon have been obtained within the past year from Declarant;
- (b) Such easement or installation of utilities therein or thereon shall be maintained in as attractive a state as is reasonably feasible; or
- (c) Declarant, without obligation, reserves the right to transfer any such utilities and easements, in whole or in part, which it owns to the Association, at which time the Association shall be responsible for and shall have the obligations to operate and maintain such utility easements.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance, except that no such easements and rights may be exercised in violation of Section 4.13 of this Declaration or the Design Guidelines. Any material disturbance to the grounds of any owner or common properties caused by such utility installation shall be repaired and said grounds returned to a reasonable reconstruction of their prior condition by Declarant or prompt and reasonable remuneration for such repair shall be made to such owner or association of owners by Declarant. Declarant further reserves to itself, its successors and assigns, the right to locate the waterlines, pumping stations, siltation basins or tanks within the common properties, or on any lot with the permission of the owner thereof.

7.6.2. An easement is reserved for surface drainage in and along the streets and such other locations as are shown on the Subdivision Plans as “drainage easements” or otherwise designated for such intended purpose.

7.6.3. An easement is reserved for the purposes stated in Section 7.6.1 with respect to areas within platted streets and roadways. Declarant, its successors, assigns, employees and licensees, shall have the unobstructed use at all times of all streets and

roadways.

7.6.4. The right to construct and maintain on the common properties and open space, paths and trails for recreational use by owners or Declarant, provided such paths and trails shall be constructed so as not to adversely affect the scenic character of the common properties. Some areas of the Properties may be used for hiking and recreational trails as shown on the Subdivision Plan and Master Development Plan. Maintenance of those areas and trails shall be the responsibility of the Association to the extent located upon the Properties, but not extensions thereof which may continue into the Conservation Easement areas.

7.6.5. The right to connect with and use utility lines, wires, pipes and conduits located on the properties of construction and sales purposes, provided that Declarant shall be responsible for the cost of service so used.

7.6.6. The right to use common properties for ingress and egress and for the storage of construction materials and equipment used in the construction of dwellings or other improvements on the properties.

7.6.7. The right to operate a sales office and have prospective purchasers and others visit the office and use the common properties for ingress, egress and parking.

7.6.8. The right to install and maintain signs and lighting for sales and promotional purposes.

7.6.9. No Affirmative Obligation Unless Stated: ANY RESERVATION OR RIGHT OF DECLARATION WHICH IS STATED IN OR IMPLIED FROM THESE COVENANTS SHALL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED ON THESE COVENANTS.

Section 7.7. Eminent Domain:

7.7.1. If a lot is acquired by eminent domain or part of a lot is acquired by eminent domain leaving the owner with a remnant that may not practically or lawfully be used for any purpose permitted by the Declaration, the award must include compensation to the owner for that lot and its membership interest in the Association. Upon acquisition, unless the decree otherwise provides, that lot's membership interests in the Association are automatically reallocated to the remaining lots in proportion to the respective interests of those lots before the taking. Any remnant of a lot remaining after a part of a lot is taken under this subsection is thereafter part of the common properties.

7.7.2. Except as provided in Section 7.7.1, if part of a lot is acquired by eminent domain, the award must compensate the owner for the reduction in value of the

lot.

7.7.3. If part of the properties is acquired by eminent domain, the portion of the award attributed to the common properties taken must be paid to the Association. Any portion of the award attributable to the acquisition of common properties whose use is restricted to certain lots must be equally divided among the owners of the lots to which that portion of the common properties was restricted at the time of acquisition.

7.7.4. The court decree must be recorded in the Cumberland County Registry of Deeds.

Section 7.8. Lots Subject to Right of Entry: Each lot is subject to the right of the Association or its agents to enter thereon at all reasonable times and, in the case of an emergency, without notice, for the purpose of performing maintenance or repairs or for carrying out any of the rights or duties of the Association.

Section 7.9. Town of Cumberland Entry/Inspection: Upon request by the Code Enforcement Officer, Plumbing Inspector, or Town Engineer, the Association shall produce for inspection and copying at the Cumberland Town Office, or permit the inspection and copying at its own office of any or all of its corporate, financial, operating, inspection, and maintenance records, reports, contracts, budgets and other papers, for the purpose of determining its performance of any compliance with the requirements of the Declaration and Section 6.2 of the Town of Cumberland Subdivision Ordinance.

The Code Enforcement Officer, the Plumbing Inspector, or his authorized representative, or the Town Engineer, and other duly authorized employees of the Town bearing proper credentials or identification, shall be permitted to enter at all reasonable times, upon all real or personal property necessary to the operation of the private common use improvements, for inspection, observation, measurements, sampling, and testing related to the operation, maintenance, and repair of the private common use improvements.

Article 8. COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 8.1. Assessments By Declarant and The Association:

8.1.1. Creation of the Lien and Personal Obligation of Assessments: Each owner of a lot, by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors and assigns, to pay Declarant, prior to the conveyance of the common properties to the Association, or the Association, following such conveyance, assessments and charges as provided herein. All such assessments and charges shall be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the lot or dwelling with respect to which such assessments and charges are

made and shall be a lien against such lot or dwelling. Each such assessment and charge, together with the interest thereon and costs of collection thereof, shall also be the personal obligation of the member who is the owner of such assessed lot at the time the assessment fell due.

8.1.2. Purpose of the Assessment: The assessments may be levied against the lots for purposes of promoting the recreation, health, safety, and welfare of the residents of the properties, and in particular for the improvement and maintenance of the common properties, services and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the members including, but not limited to, discharge of the obligations of the Declarant or the Association as imposed by this Declaration and/or the Bylaws, payment of taxes, if any, upon the common properties assessed to the Declarant or the Association and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, utility lines and drainage facilities, and for the cost of labor, equipment, materials management and supervision thereof; the Assessments shall also be utilized for the provision of common services to the individual Lots as contracted and budgeted by the Association, such expenses to include without limitation, mowing, lawn and turf maintenance and landscaping; provided, however, that nothing in this Section 8.1.2 shall impose on the Declarant or the Association a duty to perform any services or supply any materials not required elsewhere herein.

8.1.3. Computation of Operating Budget and Assessment: It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. In determining assessments, the Board may take into account the benefit to specific lots or classifications of lots of particular expenditures. The Board shall cause the budget and the assessments to be levied against each lot for the following year, to be delivered to each member at least twenty-one (21) days prior to the meeting. The budget and assessments shall be deemed ratified and approved unless disapproved at the annual meeting by a vote of sixty percent (60%) of the total Association membership. In the event the budget is disapproved, the budget last approved by the members shall be continued until such time as the members approve a subsequent budget proposed by the Board.

The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements and capital reserve accounts approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the members as follows:

Each lot shall be assessed, and the owner or owners thereof shall pay, a

portion of said requirements, the numerator of which shall be one (1) and the denominator of which shall be equal to the number of lots on the properties subject to this Declaration. Each purchaser of a Lot shall pay one (1) month assessments in advance to the Association at the closing of the purchase of any Lot, unless waived by the Board or manager of the Subdivision. The Declarant's obligation for such assessments on unsold lots subject to this Declaration will be limited to the difference between the actual operating costs of the Association, including reserves, and the assessments levied on owners other than Declarant. In no event, however, will the Declarant be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on unsold lots. The sum due the Association from each individual owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual lots, subject to foreclosure as hereinafter provided.

8.1.4. Due Dates; Duties of the Board of Directors: All assessments shall be payable monthly in advance on the first day of each month as ordered by the Board. The Board shall fix the date of commencement and the amount of the assessment against each lot and shall prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member. Upon the written request of a member of his mortgagee, the Board shall promptly furnish such member of his mortgagee with a written statement of the unpaid charges due from such member.

8.1.5. Initial, Revised and Emergency Assessments: An amount equal to the scheduled monthly assessment will be paid to the Association by the owner of each lot at the time of each lot acquisition, to be held by the Association and applied as it may elect for all authorized purposes. This initial assessment shall be in addition to, and not in lieu of, regular monthly assessments provided herein. Each lot owner shall be entitled to a refund from the Association of this initial assessment at the time the lot is re-sold or otherwise transferred and the replacement lot owner has paid its initial assessment to the Association.

If at any time prior to or during the course of any fiscal year the Board shall deem the amount of the assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the members to ratify such budget in the same manner as for an annual budget. After ratification, monthly assessments shall be determined and paid on the basis of such revisions.

The Board may, upon finding that an emergency exists which requires immediate assessment of the members, make an emergency assessment not to exceed an amount equal to the then current monthly assessment for each lot, which shall be due and

payable when communicated to the members.

8.1.6. Notice of Meetings: Written notice of any meeting called for the purpose of taking any action authorized under Section 8.1.3 or 8.1.5 of this Article 8 shall be sent to all members not less than twenty-one (21) days in advance of the meeting. Upon written request of any institutional holder of a first mortgage, that holder shall be entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

Section 8.2. Effect of Non-Payment of Assessment of Other Charges; the Personal Obligation of the Owner; the Lien; Remedies: If any assessment or any other charges payable pursuant to this Declaration are not paid on the date when due as provided herein, then such assessments and charges shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the lot against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. Such lien shall be prior to all other liens except: (s) tax or assessment liens on the lot by the taxing subdivision of any governmental authority, including but not limited to State, County, Town and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering the lot. The personal obligation of the then owner to pay such assessment or personal charges shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessment or charges are not paid within thirty days after the delinquent date, the assessments or charges shall bear interest from the date of delinquency at the rate of 18% per annum and Declarant or the Association, whichever is applicable, may bring an action at law against the person personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment or charges the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment or charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Article 9. LOT BOUNDARIES:

Section 9.1. The Lot boundaries shall be as shown on the Subdivision Plan unless otherwise indicated in the deed of transfer of the Lot. Except as provided herein, all buildings or structures shall be located within the building windows designated on each Lot on the Subdivision Plan. "Structures" as used herein shall have the same definition as the Cumberland Zoning Ordinance but shall not include driveways or parking areas.

Section 9.2. Duplex Lots. With the prior written approval of the Declarant and Design Review Board, Lot owner(s) may create two unit structures in the nature of

duplexes outside of the building windows, provided that no more than one living unit may be created on each Lot. The party wall between the contiguous living units shall be the common boundary line between the Lots as shown on the Subdivision Plan. To the extent that the units as constructed do not follow the common boundary line, the owner of the encroaching unit shall have the perpetual easement, which shall be a real covenant running with the land, to maintain the structure as originally constructed, together with reasonable access to accomplish this maintenance. Nothing herein, however, shall operate as a license or easement to expand upon the original encroachment without the written approval of the affected Lot owner and the Declarant.

Article 10. LOT MAINTENANCE BY ASSOCIATION; PERPETUAL EASEMENT: The Association shall have a perpetual easement on each Lot to enter the Lot to maintain the lawns, turf, and landscaping reasonably visible from adjoining streets to standards common to, and required in, the Subdivision. This easement shall include rights of entry to maintain and replace the irrigation systems associated therewith. The purpose of this easement is to assure minimum standards of Lot maintenance are consistently maintained throughout the Subdivision, which shall be the primary responsibility of the Lot owner. The Association shall enforce the minimum standards, which may be amended over time. The costs for such maintenance performed by the Association shall be included in the Lot assessments referenced in Article 8. Such maintenance shall not include buildings or structures, and may not include all landscaping or irrigation on each Lot, all of which shall be matters within the discretion of the Board. The Board shall have the right, but not the obligation, to make individual arrangements on particular lots for independent Lot owner maintenance on such terms and conditions as the Board shall determine so long as no Lot shall be released from the perpetual easement, or from the rescission of any individual agreements made by the Board by subsequent Board decision or vote of the Association. Under no circumstances shall the Association, or its contractors, employees or agents acting in furtherance of this maintenance right or the perpetual easement bear any liability for any acts or failure to act, including without limitation, damages or trespass.

Article 11. MORTGAGES OF LOTS; RIGHTS OF MORTGAGES:

Section 11.1. Right to Mortgage: Each lot owner shall have the right to mortgage or encumber his own respective lot. A lot owner who mortgages his lot shall notify the Board of Directors in writing of the name and address of his mortgagee(s) and shall file a conformed copy of the note and mortgage with the Board.

Section 11.2. Mortgage Foreclosure: Any mortgagee of a lot holding a recorded first mortgage on a lot that obtains title to the lot pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the lot free of such claims and liens for unpaid assessments for common expenses, interest and costs levied against such lot



which accrue prior to the acquisition of title to such lot by the mortgagee, other than the proportionate share of the common expenses which become due and payable from and after the date on which the mortgagee shall acquire title to the lot through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 11.3. Notices to Eligible Mortgage Holder: The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder of the following proposed actions either within a reasonable period prior to the taking of any of such proposed actions or at the time that notice thereof is given to owners unless another time is specified herein: (1) any condemnation loss or any casualty loss which affects a material portion of the properties or any lot on which there is a first mortgage held by such Eligible Mortgage Holder; (2) notice of any default or delinquency in the payment of assessments for common expenses or any other charges owed by an owner of a lot subject to a mortgage held of record by such an Eligible Mortgage Holder, or any other default in the performance or payment of such an owner of any obligation under this Declaration, the Bylaws or any rules and regulations of the Association, which delinquency or other default continues for a period of sixty (60) days, to the Eligible Mortgage Holder of the mortgage to which such owner's lot is subject; (3) any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained under the Declaration or Bylaws by the Association; (4) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 10.4 of this Article 10. Upon written request of any Eligible Mortgage Holder, the Association will provide an audited financial statement of the Association for the preceding fiscal year. "Eligible Mortgage Holder" means the holder of record of a recorded first mortgage on a lot which has delivered written notice to the Association stating its name and address, the name and address of the owner of the lot, the identifying number of the lot, and that such mortgage is a recorded first mortgage.

Section 11.4. Mortgagee Approval Rights: For purposes of this Section 10.4, where approval by a stated percentage of Eligible Mortgage Holders is required, such approval shall be based upon one (1) vote for each lot on which a mortgage is held. Any repair, replacement or restoration of the properties, after a partial condemnation or damage due to an insurable hazard, shall be performed as provided in this Declaration or Bylaws, unless other action is approved by at least fifty-one percent (51%) of Eligible Mortgage Holders. Any election to terminate the legal status of the properties pursuant to this Declaration after substantial destruction or a substantial taking in condemnation of the properties shall require the approval of at least fifty-one percent (51%) of all Eligible Mortgage Holders. Any abandonment or termination of the legal status of the properties by act or omission for reasons other than said substantial destruction or taking shall require the prior written approval of at least sixty-seven percent (67%) of Eligible Mortgage Holders. Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the common properties (except for granting easements for utilities or other public purposes consistent with the intended use of the common properties) by act

or omission shall require the prior written approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders.

The written consent or approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders of lots affected by such amendments shall be required to add or amend any material provisions of this Declaration or the Bylaws which establish, provide for, govern or regulate any of the following matters: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the common properties; (iv) insurance or fidelity bonds; (v) rights to use of the common properties; (vi) responsibility for maintenance and repair of the common properties or the addition, annexation or contraction of the common properties or the addition, annexation or withdrawal of common properties to or from the properties except as provided herein; (viii) the interests in the common properties; (ix) convertibility of lots into common properties or of common properties into lots; (x) lease of lots; (xi) imposition of any restriction on a lot owner's right to sell, transfer, or otherwise convey his lot; (xii) a decision by the Association to establish self-management when professional management had previously been require by an Eligible Mortgage Holder; (xiii) any provisions which are for the express benefit of mortgagees, Eligible Mortgage Holders or insurers or guarantors; (xiv) boundaries of any lot; (xv) restoration or repair of the common properties after hazard damage or partial condemnation in a manner other than that specified in this Declaration or the Bylaws, or (xvi) any action to terminate the legal status of the properties. An addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purposes of correcting technical errors.

An Eligible Mortgage Holder who received written request to approve any additions or amendments which do not constitute either a material change to the Declaration or Bylaws or any amendment described in the preceding paragraph hereof who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

Section 11.5. Rights of First Refusal: Notwithstanding anything to the contrary elsewhere contained in the Declaration, the Bylaws or the Rules and Regulations, in the event that the owners in the future adopt any right of first refusal in the case of the sale of any lot, such right of first refusal shall not affect, impair or apply to the right of any mortgagee to: (1) foreclose or take title to the lot pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or (3) sell or lease a lot acquired by the procedures hereinabove set forth.

Article 12. AMENDMENT:

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Declarant under Section 3.2 and 12.4, and subject to the

other provisions of this Declaration and the Bylaws, this Declaration, and the Plans may be amended as follows:

(a) Before Any Conveyance: Prior to the conveyance of any lot by the Declarant to a lot owner other than as security for an obligation, the Declarant shall have the right to amend and reamend this Declaration in any manner that the Declarant may deem appropriate.

(b) After First Conveyance: After the first conveyance of a lot by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(i) Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered, and shall be served upon all owners in the manner provided for service of notices and upon Eligible Mortgage Holders in the manner provided.

(ii) Resolution: An amendment may be proposed by either the Board of Directors or by owners holding in the aggregate no less than twenty (20%) percent of the votes in the Association. No resolution of the Board of Directors adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the Bylaws by the affirmative vote of at least sixty-seven percent (67%) in voting interest of the owners and then executed and recorded as provided in paragraph B(5) of this Article 11.

(iii) Agreement: In the alternative, an amendment may be made by an agreement signed by the record owners of the lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(iv) Certain Amendments: Notwithstanding the foregoing provisions of this Article 11, except as otherwise provided in the Declaration, no amendment may increase the number of lots or change the boundaries of any lot, or the uses to which any lot is restricted without the consent of the owners and the consent of the Eligible Mortgage Holders representing or holding mortgages on lots having at least sixty-seven percent (67%) of the votes in the Association and, in the case of changes in the boundaries or permitted uses of a lot, the consent of the owners of the lots affected. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant or its successors or assigns shall join in the execution of such amendment.

(v) Execution and Recording: A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted and all required notices were duly served, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors designated for the purpose of the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Cumberland County Registry of Deeds.

(vi) Notice and Challenge: No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article 12 may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article 11 has been recorded, notice thereof shall be sent to all owners and to all Eligible Mortgage Holders at the address last furnished to the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

Article 13. GENERAL PROVISIONS:

Section 13.1. Duration: The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant, the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of eighty percent (80%) of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 13.2. Notices: Any notice sent or required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person as shown on the records of Declarant or the Association, whichever is applicable, in writing of any change of ownership of the properties, the owner's current address, and any failure of the owner to receive an information from Declarant or the Association at the correct address of the owner. The initial address for the Declarant and Association shall be:

Village Green Homeowner's Association  
c/o Bateman Investments, LLC

PO Box 3572  
Portland, ME 04104  
Attn: Nathan H. Bateman  
Telephone: (207) 772-2992

Section 13.3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction brought by Declarant, any lot owner or the Association. Such action may include, but is not limited to, an action to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Such action may seek any remedy available at law or in equity including specific performance. Failure by Declarant, the Association or any owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereinafter.

Section 13.4. Modification: By recorded supplemental declaration, Declarant may modify any of this Declaration or any supplemental declaration for the purpose of clarifying any such provisions, provided no such modification shall change the substantive provisions of any such document or materially alter the rights of any owner established by any such document.

Section 13.5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court in no way shall affect any other provisions, which shall remain in full force and effect.

Section 13.6. Arbitration: All claims, disputes and other matters in question between Declarant on the one hand, and the Association or any owners, on the other, arising out of, or relating to this Declaration of the breach thereof, except for claims which specific provision is made herein for enforcement by court proceedings, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Section 13.7. Construction: Whenever the singular number is used, the same shall include the plural shall include the singular and the masculine, feminine and neuter genders shall include each other, as the context may require.

Section 13.8. Beneficiaries of Easements, Rights and Privileges: The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, Declarant, the Association and the Owners; and any owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the common properties to the Rules and Regulations of the Board, but the same is not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 13.9. Declarant's Rights: Declarant may at any time or from time to time delegate some or all of its rights under this Declaration to a successor Declarant or to the Association by a written instrument recorded in the Cumberland County Registry of Deeds. If Declarant ceases to exist or for any reason becomes legally unable to exercise its rights and duties hereunder, such rights and duties may be exercised by the Association.

IN WITNESS WHEREOF, the said Village Green Cumberland, LLC has caused this instrument to be executed by Nathan H. Bateman, Managing Member of Village Green Cumberland, LLC, thereunto duly authorized, as of the date first set forth above.

WITNESS:

VILLAGE GREEN CUMBERLAND, LLC

By: Bateman Investments, LLC  
*Its Member/Manager*

*Alice J. Meagher*

By: *Nathan H. Bateman*  
Nathan H. Bateman

Its: Member/Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

*Jan. 20, 2012*  
~~October~~ \_\_\_\_\_, 2011

Then personally appeared before me the above named Nathan H. Bateman, Member/Manager of Bateman Investments, LLC, itself the Member/Manager of Village Green Cumberland, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Village Green Cumberland, LLC.

Before me,

*Alice J. Meagher*  
Notary Public/ Attorney at Law

**ALICE J. MEAGHER**  
Notary Public, Maine  
My Commission Expires March 10, 2018

## EXHIBIT A

A certain lot or parcel of land situated off Main Street (Route 9) in the Town of Cumberland, County of Cumberland and State of Maine, and being more particularly bounded and described as follows:

Commencing at a 3/4 inch iron pipe at the intersection of land now or formerly of Llwelyn W. and Louise T. Richards as described in a certain deed recorded in Book 3136, Page 296, in Cumberland County Registry of Deeds and land conveyed by Margaret G. Wyman to Jeffrey W. Doane by warranty deed dated March 17, 1989 and recorded in said Registry of Deeds in Book 8702, Page 74; thence North  $82^{\circ} 27' 57''$  West, one hundred fifty-five and nineteen one hundredths feet (155.19') along said Richards' land to a 3/4 inch iron pipe located at land now or formerly of Charles and Carol Reeder as described in a certain deed recorded in Book 3738, Page 31 in said Registry; thence North  $2^{\circ} 43' 26''$  East along the westerly boundary of the within described premises, four hundred forty-nine and seventy-five one hundredths feet (449.75') to a one and one-half inch iron pipe at the northwesterly corner of land of said premises and the northeasterly corner of land now or formerly of John H. Poor as described in a certain deed recorded in Book 7693, Page 85 in said Registry; thence South  $82^{\circ} 3' 28''$  East, sixty-two and eighty-one one hundredths feet (62.81') to a point in the northerly line of land of these premises; thence continuing along the northerly line of land of said premises, South  $71^{\circ} 16' 10''$  East, eight hundred fifty and seventy-four one hundredths feet (850.74') to an iron pipe at the southwest corner of land now or formerly of H.E. Ginn & G.E. Christy as described in a certain deed recorded in Book 7880, Page 52; thence continuing along said land of Ginn and Christy, South  $69^{\circ} 16' 3''$  East, six hundred fifty-five and ninety-four one hundredths feet (655.94') to a 3/4 inch iron pipe at land now or formerly of the Town of Cumberland; thence South  $35^{\circ} 11' 40''$  West, three hundred eight and three one hundredths feet (308.03') along land of the said Town of Cumberland to a 2 inch iron pipe at the southwest corner of land of said Town of Cumberland; thence continuing along land of said Town of Cumberland, South  $54^{\circ} 51' 17''$  East, five hundred eleven and twenty-three hundred feet (511.23') to a monument found at other land of said Town of Cumberland as described in a certain deed recorded in Book 589, Page 207; thence continuing along land of said Town of Cumberland South  $34^{\circ} 38' 51''$  West, one thousand three hundred eighty and ten hundredths feet (1,380.10') to the northerly sideline of land now or formerly of Jim Burgess as described in a certain deed recorded in Book 2573, Page 259 in said Registry; thence North  $54^{\circ} 56' 51''$  West, five hundred thirty-six and forty-one hundredths feet (536.41') to a point in the northerly line of land now or formerly of Richard I. and Marjory P. Thompson as described in a certain deed recorded in Book 6436, Page 203 in said Registry and at land conveyed by said Margaret G. Wyman to Richard L. Doane and now of Dale Farris, et al by warranty deed dated August 18, 1997 and recorded in said Registry of Deeds in Book 13267, Page 73; thence along said land of Farris, North  $9^{\circ} 25' 54''$  East, six hundred thirty-seven and seventy-four hundredths feet (637.74') to an iron



pin set in the southerly sideline of other land conveyed by Margaret G. Wyman to Richard L. Doane, Richard W. Doane, Jean L. Doane and Jeffrey W. Doane by warranty deed dated March 17, 1989 and recorded in said Registry; thence continuing along said land South 79° 52' 13" East, forty-nine and twenty-seven hundredths feet (49.27') to a point; thence North 10° 7' 47" East, sixty and no hundredths feet (60.00') to a point; thence along said land North 79° 52' 13" West, fifty feet (50') to a point; thence along the easterly line of land conveyed by Margaret G. Wyman to Jeffrey W. Doane by warranty deed dated March 17, 1989 and recorded in said Registry in Book 8702, Page 74, North 9° 25' 54" East, four hundred fourteen and seventy-eight hundredths feet (414.78') to a point, said point being the northeasterly corner of said land of Jeffrey W. Doane; thence continuing along the northerly sideline of land of said Jeffrey W. Doane, North 59° 41' 32" West, six hundred thirty-four and seventy-one hundredths feet (634.71') to a 3/4 inch iron pipe at the northwesterly corner of land of said Jeffrey W. Doane and the point of beginning.

EXCEPTING, however, from the above described premises, a certain parcel of land reserved by the Town of Cumberland in its deed to Village Green Cumberland, LLC, bounded and described as follows:

A certain lot or parcel of land located on the northwesterly side of a proposed extension of Drowne Road in the Town of Cumberland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the northwesterly sideline of said proposed extension of Drowne Road and the southwesterly sideline of the land conveyed to the Town of Cumberland by Sophus M. Christensen by deed dated April 10, 1972 and recorded in the Cumberland County Registry of Deeds in Book 3224, Page 126, said point being located N 54°51'17" W along the southwesterly sideline of said land of the Town of Cumberland a distance of Forty-Four and 66/100 (44.66) feet from the easterly corner of Village Green Subdivision as shown on a plan entitled "Village Green Cumberland, Maine, Amended Final Subdivision Plan" prepared by DeLuca-Hoffman Associates, Inc., dated May 2011, revised January 5, 2012, and recorded in the Cumberland County Registry of Deed Plan Book 212, Page 18 (the "Subdivision Plan"). Thence:

(1) Southwesterly by the northwesterly sideline of said proposed extension of Drowne Road, following a curve to the right having a radius of Two Hundred and 00/100 (200.00) feet, an arc distance of Six and 93/100 (6.93) feet to a granite monument to be set at the point of tangency, said monument being located S 70°09'17" W a distance of Six and 93/100 (6.93) feet from the last mentioned point;

(2) S 71°08'52" W by the northwesterly sideline of said proposed extension of Drowne Road a distance of Fifty-Nine and 38/100 (59.38) feet to a capped rebar to be set and the easterly sideline of a lot labeled "Open Space" on the Subdivision Plan;

(3) N 18°51'08" W by the easterly sideline of said lot labeled "Open Space" a distance of Ninety-One and 38/100 (91.38) feet to a capped rebar to be set and the southwesterly sideline of said land of the Town of Cumberland;

(4) S 54°51'17" E by the southwesterly sideline of said land of the Town of Cumberland a distance of One Hundred Twelve and 81/100 (112.81) feet to the point of beginning.

The above described parcel contains 3,033 square feet, or 0.07 acres, as shown on the above referenced Subdivision Plan. Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone (NAD83).

#### Wyman Way

A certain lot or parcel of land known as Wyman Way, being the premises described in a deed from Margaret G. Wyman to Richard L. Doane, Richard W. Doane, Jean L. Doane and Jeffrey W. Doane dated March 17, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8702, Page 71, and being more particularly described therein as follows:

A certain lot or parcel of land situated off Main Street (Route 9) in the Town of Cumberland, County of Cumberland and State of Maine, and being more particularly bounded and described as follows:

Beginning at a 1" iron pipe, said pipe being located on the easterly right of way of said Main Street, said pipe also being the most northwesterly corner of land now or formerly of Byron Rawnsley and Katherine G. Rawnsley as described in a certain deed recorded in Book 1825, Page 214, in the Cumberland County Registry of Deeds; thence North ten degrees seven minutes forty eight seconds East (N 10° 07' 48" E) along the easterly right of way of Main Street sixty and twenty hundredths (60.20) feet to the most southwesterly corner of land now or formerly of Scott B. and Nancy A. Williams as described in a certain deed recorded in Book 2772, Page 154 in said Registry; thence South seventy nine degrees fifty two minutes twelve seconds East (S 79° 52' 12" E) along the southerly line of land of said Williams, nine and fifty five hundredths (9.55) feet to a point; thence along other land now or formerly of Margaret G. Wyman South sixty degrees forty three minutes thirteen seconds East (S 60° 43' 13" E) three hundred one and ninety five hundredths (301.95) feet to a point, said point being the beginning of

a tangent curve concaved southwesterly having a radius of three hundred thirty and no hundredths (330.00) feet, and a central angle of twenty five degrees forty three minutes fifty eight seconds (25° 43' 58"); thence continuing along said Wyman land and along said curve in a southeasterly direction one hundred forty eight and twenty one hundredths (148.21) feet to a point, said point being the beginning of a tangent reverse curve concaved to the northeast having a radius of two hundred seventy and no hundredths (270.00) feet and a central angle of forty four degrees fifty two minutes fifty nine seconds (44° 52' 59"); thence continuing along said Wyman land and along said curve in a southeasterly and easterly direction, two hundred eleven and fifty one hundredths (211.51) feet to a point; thence continuing along said Wyman land South seventy nine degrees fifty two minutes thirteen seconds East (S 79° 52' 13" E) four hundred five and twenty seven hundredths (405.27) feet to a point at other land now or formerly of said Wyman; thence continuing along said Wyman land South ten degrees seven minutes forty seven seconds West (S 10° 07' 47" W) sixty and no hundredths (60.0) feet to a point; thence continuing along said Wyman land and land of Richard L. Doane, as described in warranty deed of said Wyman of even date herewith and to be recorded in said Registry of Deeds, North seventy nine degrees fifty two minutes thirteen seconds West (N 79° 52' 13" W) four hundred five and twenty seven hundredths (405.27) feet to a point, said point being the beginning of a tangent curve concaved northeasterly having a radius of three hundred thirty and no hundredths (330.00) feet and a central angle of forty four degrees fifty two minutes fifty nine seconds (44° 52' 59"); thence continuing along land of said Richard L. Doane and along said curve in a westerly and northwesterly direction two hundred fifty eight and fifty one hundredths (258.51) feet to a point, said point being the beginning of a tangent reverse curve concaved southwesterly having a radius of two hundred seventy and no hundredths (270.00) feet and a central angle of twenty five degrees forty three minutes fifty eight seconds (25° 43' 58"); thence continuing along land of said Richard L. Doane and along said curve in a westerly direction one hundred twenty one and twenty six hundredths (121.26) feet to a 1" iron pipe, said pipe marking the most northeasterly corner of land of said Rawnsley; thence North sixty degrees forty three minutes twelve seconds West (N 60° 43' 12" W) along the northerly line of land of said Rawnsley, two hundred ninety one and twenty two hundredths (291.22) feet to said Main Street and the point of beginning.

Said premises known as Wyman Way are subject to the following:

a. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by Richard L. Doane, Richard W. Doane and Jeffrey W. Doane as set forth in an instrument dated August 2, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8876, Page 255.

b. Rights reserved by Richard L. Doane and Lisa A. Doane in a deed to Richard W. Doane and Jean L. Doane dated August 15, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13267, Page 68.

c. Road Maintenance Agreement by and among Richard W. Doane, Lisa A. Doane, Jean L. Doane, Jeffrey W. Doane, Richard L. Doane, Dale Farris and Cynthia S. Farris dated August 18, 1997 and recorded in said Registry of Deeds in Book 13267, Page 71.

d. Easement rights reserved by Jeffrey W. Doane as set forth in a deed from Richard W. Doane, Jean L. Doane, Richard L. Doane and Jeffrey W. Doane dated September 13, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15732, Page 22, for the benefit of the premises conveyed by Margaret G. Wyman to Jeffrey W. Doane in a deed dated March 17, 1989 and recorded in said Registry of Deeds in Book 8702, Page 74.

Being a portion of the premises conveyed to the Town of Cumberland by Richard W. Doane, Jean L. Doane, Richard L. Doane, and Jeffrey W. Doane by deed dated September 13, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15732, Page 22.

#### Drowne Road Access Easement

The above-described premises are conveyed together with an easement, in common with others, for all purposes of a public way, including without limitation, rights for vehicular and pedestrian ingress and egress, rights to construct, grade and pave a roadway and sidewalks, and rights for installation, maintenance, repair and replacement of any and all utilities, from the southwesterly side of Tuttle Road over (a) Drowne Road, (b) an area shown on the Subdivision Plan as "Proposed Drowne Road Right-of-Way Expansion Area on Tax Map R03 Lot 54 (0.22 Acres)", being an expansion of the width of a portion of Drowne Road, and (c) and an area shown as "Proposed Drowne Road Right-of-Way Expansion Area on Tax Map R03 Lot 51A (0.05 Acres)" being an extension of Drowne Road from its presently constructed terminus to the southeasterly boundary of the above described premises.

The above described premises are subject to a certain Contract Zoning Agreement by and between the Town of Cumberland and Village Green Cumberland, LLC, which is recorded in the Cumberland County Registry of Deeds in Book 28735, Page 158.

Being the same premises as conveyed to Village Green Cumberland, LLC by the Town of Cumberland, Maine by deed dated January 18, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29285, Page 284.