

Recorded 6/21/06 @ 1:06 p.m
Bk 24091 Pg 32

**DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS
FOR PERENNIAL CROSSING**

THIS DECLARATION dated this 28th day of April, 2006, by DeWolfe Development, LLC, a Maine limited liability company with a mailing address of 10 Summit Terrace, Falmouth, Maine 04021 (hereinafter referred to as the "Declarant").

COPY

WITNESSETH:

WHEREAS, the Declarant owns certain real property in North Yarmouth, Cumberland County, State of Maine, as described on Exhibit A attached hereto and as delineated on a plan entitled "Perennial Crossing, Subdivision Plan" (1 sheet) prepared for Declarant by Sytdesign Consultants and dated March, 2005, with a final revision date of November 30, 2005, recorded in the Cumberland County Registry of Deeds in Plan Book 205, Page 794 (the "Plan") and "Perennial Crossing, Subdivision Plat Plan" (1 sheet) prepared for Declarant by Sytdesign Consultants and dated September, 2005, with a final revision date of November 30, 2005, recorded in the Cumberland County Registry of Deeds in Plan Book 205, Page 793 (the "Plat"), which subdivision consists of seven (7) lots (the "Lots"), together with the appurtenant common lands and easements shown on the Plan or the Plat (the "Property") which the Declarant proposes to develop and improve in accordance with the and the Plat; and

WHEREAS, Declarant desires to assure quality standards for the orderly development of the Property and to promote the interest and welfare of each owner of a part of the Property and therefore desires to subject the Property to protective covenants and common easements as set forth hereinafter.

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

ARTICLE I
DEFINITIONS.

1. Association: "Association" shall mean and refer to *Perennial Crossing Homeowners' Association*, its successors and assigns, a non-profit, non-stock Maine corporation, to be formed by Declarant pursuant to the terms of Article V below.

2. Building: "Building" shall mean and refer to any dwelling, storage, service or recreational structure or other improvement now or hereafter constructed on a Lot.

3. Common Expenses: "Common Expenses" shall mean and refer to expenditures made by or financial liabilities of the Association, together with any allocations to capital or other reserve accounts.

4. Common Land: "Common Land" shall mean and refer to the portion of the Property that is not a Lot, and all improvements thereon, including without limitation "Perennial Drive" and the "Common Land 'B'" shown on the Plat, except for the Open Space.

5. Easement Areas: "Easement Areas" shall mean and refer to all of the easements areas shown on the Plan or the Plat that burden any Lot or Lots, except the Shared Driveway Entrance between Lots 1 and 2.

6. Declarant: "Declarant" shall mean and refer to DeWolfe Development, LLC, its successors and assigns.

7. Lot: "Lot" shall mean and refer to the Lots numbered 1 through 7 on the Plan and the Plat and any improvements constructed thereon.

8. Member: "Member" shall mean and refer to those persons entitled to membership in the Association as determined by the Bylaws of the Association and as set forth herein.

9. Open Space: "Open Space" shall mean and refer to the area shown on the Plat as "Open Space (Wooded - Common Land 'A')" and "Open Space (Field - Common Land 'A')." "

10. Owners: "Owners" or in the singular, "Owner", shall mean and refer to the record owner or owners of fee simple title in and to any Lot, and shall include the Declarant so long as it owns any Lot or any other portion of the Property, but shall not include any person or legal entity owning an interest merely as security for an obligation.

11. Roads: "Roads" shall mean Perennial Drive, Long Hill Road and Haskell Road.

ARTICLE II PROTECTIVE COVENANTS AND RESTRICTIONS.

Each conveyance by Declarant, its successors and assigns, of any Lot, and all subsequent conveyances of any Lot, whether directly or by operation of law, shall be subject to the following:

1. No Commercial Uses: Subject to the rights of the Declarant to develop and sell the Lots and such other rights of the Declarant as are set forth in this Declaration, each Lot shall be used only for single-family residences. Accessory apartments are acceptable as long as they are built consistent with the requirements set by the Town. No commercial enterprise of any nature or description shall be conducted or maintained on any portion of the Property, except that Lots may be used for a home office for telecommuting purposes by the Owners of such Lots provided that no customer, client or employee visits are made to the Lots incident to such commercial use.

2. Buildings: Only one single-family house shall be constructed or kept on any Lot. Each such house shall be constructed as follows:

- (a) Each house shall be constructed on a solid concrete foundation with a full or daylight basement or on a solid concrete slab with no basement.
- (b) The total livable area above the foundation shall be not less than 2,100 square feet, excluding any garage, breezeway, exterior porches and any open decks.
- (c) All roofs shall have a minimum pitch of at least eight vertical to twelve horizontal and must be shingled with asphalt or fiberglass architectural shingles and/or white cedar shingles and/or slate shingles.
- (d) Each house must have an attached garage, which shall be directly attached to the house or attached by means of a permanent breezeway, such garage and breezeway shall have a design and materials similar to the house and such garage shall have either two (2) or three (3) automobile stalls/bays.
- (e) Only brick, wood or cement clapboard, or white cedar shingles shall be installed on Buildings.
- (f) The portions of chimneys visible from the exterior shall be constructed of only brick or natural stone and shall be dimensioned in proportion to the scale the house. Any flue tile or pipe extending out of the chimney shall extend no longer than 6 inches above the last course of brick or stone.
- (g) Architectural plans for all single-family houses, garages, breezeways, fences, storage sheds and other accessory storage structures, including, but not limited to location/placement on the Lot of such structures, exterior colors, exterior design (i.e., as shown on elevation plans and including window, door, trim and window grill design), siding and roofing materials and all improvements listed in paragraphs (a) through (f) above, must be approved by Declarant in writing prior to the commencement of any such construction on a Lot.
- (h) All driveways and turnaround areas must be paved with asphalt or concrete within one year of occupancy; driveways must have culverts for water drainage through

any ditch or swale. Owners shall be responsible for cleaning debris from and otherwise maintaining any culvert on their respective Lot.

- (i) Any structure constructed on a Lot must be substantially complete, including two coats of paint, stain or varnish on any exterior wood surface and the site grading, loaming and sodding/seeding of grass, within nine (9) months of commencement of construction.
- (j) Any material deviations from plans approved by the Declarant and any later additions to a house that increase the footprint or that require structural modification of the house must be approved by the Declarant, or after the Declarant has conveyed the last Lot, by the Board of Directors of the Association, in writing prior to commencement of construction of such deviations or additions.
- (k) Declarant reserves to itself, its successors and assigns, the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as in its sole discretion may be necessary or convenient while selling the Lots or portions thereof, selling or constructing residences and other improvements upon the Property. Such facilities shall include, but are not limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

3. Prohibited Fixtures: The following are prohibited: (i) any television or radio antennae, except that a Lot owner may install one (1) satellite dish antenna under eighteen (18) inches in diameter (e.g., such as that used for DirecTV); (ii) exposed metal stove pipe flues; (iv) trash receptacles and propane tanks visible from any Roads or other Lot on the Property; or (v) clothes lines or drying racks.

4. Signage: No sign of any nature or description shall be displayed or placed on any Lot, except for (i) signs with a total surface area that does not exceed two (2) square feet indicating the name of the occupants and the street name and number of the Lot, (ii) a temporary "for sale" sign referring only to such Lot, such "for sale" sign not to exceed four (4) square feet, and (iii) the free-standing subdivision sign located on Lot 4 pursuant to the easement therefor below.

5. Construction: All Buildings and landscaping on a Lot shall comply with the following, in addition to the requirements in paragraph 2 above:

- (a) All Lots shall be attractively and appropriately landscaped after completion of construction of the house or any other Buildings if disturbed as a result of the construction of such other Buildings.
- (b) No house shall be occupied until substantially complete and a temporary or permanent certificate of occupancy has been issued and only a house shall be occupied (i.e., no garages or storage sheds shall be occupied, even temporarily).

- (c) Any damage to sidewalks, Roads, curbing, utility lines, drainage swales and landscaping caused by any Lot owner or his/her contractor shall be promptly repaired at the sole cost and expense of such Lot owner.
- (d) The Lot owner shall comply with all requirements of the Town of North Yarmouth subdivision approval, as evidenced by the Plan and the Plat and the minutes of the Planning Board meeting at which such approval was granted.
- (e) No domestic water well on any Lot or the Open Space shall be constructed within 100 feet of a septic system on that or any other Lot.
- (f) The septic system on a Lot shall be constructed pursuant to a septic design performed by licensed Site Evaluator and approved by the Town of North Yarmouth, and such septic system will be located where indicated on the Plan unless the Owner has conducted soil testing to determine the suitability for a septic system of the alternate location.
- (g) All Lots fronting on Long Hill and Haskell Roads (i.e., Lots 1, 2, 3 and 4) shall be subject to a 50 foot visual buffer as required by the Town Ordinance. On Lots 3 and 4 this buffer area currently is wooded, on Lot 1 this buffer area currently is a combination of wooded and open field area and on Lot 2 this buffer area currently is open field. Buffer areas currently wooded shall remain wooded, and no trees over 4" caliper may be cut, with the exception of dead and diseased trees and/or limbs, or sprayed with biocides. In the buffer areas currently existing as open field, the lot owner may maintain this area as cultivated lawn, open field or allow the buffer area to re-vegetate and mature into a wooded area. In all cases the use of this buffer area is restricted as follows; (i) no building, utility pole, or other temporary or permanent structure may be constructed, placed or permitted to remain on such buffer areas; and (ii) no trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on such buffer areas.
- (h) No road salt shall be applied to (a) any portion of drive or walk way on a Lot or (b) any portion of Perennial Drive that is located within fifty (50) feet of a wetland.

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

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

8. Compliance with Governmental Regulations: Owners shall occupy and maintain the Lots in accordance with the rules, regulations, ordinances, and statutes enacted by governmental entities having jurisdiction over the Property, including without limitation the terms and conditions imposed by the Town of North Yarmouth Planning Board in connection with the subdivision approval for the Property and reflected on the Plan and the Plat.

9. Animals: No poultry, swine, livestock or other animals shall be kept on a Lot or otherwise on the Property without the consent of the Board of Directors of the Association, except household pets of the kind and number normally housed in a residence. No boarding of dogs, cats or other household pets shall be conducted on a Lot.

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

11. Recreational Vehicles: Campers, motor homes, trailers, snowmobiles, all-terrain vehicles and other such vehicles (whether or not operable) and boats (whether powered, sail or otherwise) may be parked, kept or stored on a Lot but only if parked so that not visible from the Roads on which the Lot fronts.

12. Maintenance of the Common Land, Open Space and Easement Areas: The Association shall bear all cost and responsibility for the operation, upkeep, maintenance, repair and replacement of any Common Land, including without limitation any necessary routine maintenance and repair of Perennial Drive and related drainage swales and structures.

a. If the Open Space is conveyed by Declarant to the Association as provided below in this Section 12, the Open Space shall be maintained in its existing natural state, except for the occasional mowing of the field as provided in subparagraph (b) below, and the use of the Open Space shall be restricted as follows: (i) no soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, pollutants or other fill material will be placed, stored or dumped on such area, nor shall the topography of such area be altered or manipulated in any way; (ii) no trees may be cut, with the exception of dead and diseased trees and/or limbs, or sprayed with biocides; (iii) no undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed; (iv) no building, sign, fence, utility pole, or other temporary or permanent structure may be constructed, placed or permitted to remain on such

area; and (v) no trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on such area.

- b. To the extent such rights are reserved in any conveyance of the Open Space by Declarant to FORR (as defined below in this Section 12) or if the Open space is conveyed to the Association as provided below in this Section 12, the Association shall periodically mow the portion of the Open Space that is a field as of the date hereof to maintain the same as an open field.

All costs to plow, salt, sand, sweep, maintain, repair and replace Perennial Drive shall be assessed by the Association equally against only Lots 4, 5, 6 and 7 (not Lots 1, 2, and 3). The Association also shall obtain and maintain adequate commercial general liability insurance on the Common Land and with respect to the Easement Areas that benefit all of the Lot owners. Until and only until conveyance of the Common Land to the Association, the Declarant shall arrange for the maintenance of the Common Land pursuant to this Section and Section 13 below, with the cost thereof to be assessed to the Lot owners as provided herein. The fee simple estate in the Open Space or a portion thereof (as provided below in this Section 12) may be conveyed by Declarant, and Declarant hereby reserves the right to make such conveyance, to Friends of the Royal River ("FORR") by Declarant at any time, with the timing and terms and conditions of such conveyance to be determined by Declarant and FORR. In the event that the Open Space or a portion thereof is conveyed by Declarant to FORR, such conveyance automatically shall be free and clear of the encumbrance of this Declaration, and Declarant hereby reserves the right to release the Open Space or a portion thereof from this Declaration in connection with a conveyance to FORR. In the event that FORR will not accept a conveyance of the Open Space or some portion thereof, Declarant may convey the Open Space or the remaining portion thereof to the Association, and Declarant reserves the right to make such conveyance, and the Association shall accept such conveyance of the Open Space from Declarant subject to the covenants and restrictions contained in this Declaration. The Common Land may be conveyed by Declarant, and Declarant hereby reserves the right to make such conveyance, to the Association at any time in Declarant's sole discretion, and the Association shall accept such conveyance of the Common Land from Declarant subject to the covenants and restrictions contained in this Declaration. Upon either of such conveyance, the Declarant shall be relieved of all maintenance responsibilities under this paragraph with respect to the land conveyed.

Prior to conveyance of the Open Space to FORR, Declarant may, and hereby reserves the right to, convert portions of the Open Space to Common Land and to grant easements thereon to Lots for purposes of installing, maintaining, repairing, replacing and using a water wells. Declarant reserves the right to (i) amend the Plat and/or Plan to depict such conversion of Open Space to Common Land and/or to note that the Open Space, either as currently shown on the Plat and Plan or as shown on the Plat or Plan as amended pursuant to this paragraph, is not encumbered by this Declaration after conveyance to FORR. Upon the recording of the amended Plat or Plan, all references in this Declaration to Plat or Plan or any items depicted thereon shall be to such amended Plat or Plan and the items depicted thereon.

13. Maintenance Of Drainage Facilities. The Association shall maintain all features, structures and improvements that are part of the storm water system on a Lot or on the Common Land, including without limitation, the catch basins, storm sewers, culverts and level lip spreader as shown on the Plan or the Plat. The Association also shall be responsible for maintaining the wooded drainage buffers on a Lot or on the Common Land as required herein. Notwithstanding any other schedule noted below in this Section 13, the Association shall conduct general inspections of such structures and areas monthly during wet weather conditions from March through November of each year. Specifically, the Association shall perform the following maintenance and inspections:

- a. Inspection and Maintenance Plan for Ditches, Swales, and Riprap Aprons: Open swales and ditches shall be inspected on a monthly basis or after a major rainfall event to assure that debris and/or sediments do not reduce the effectiveness of the storm water drainage system. Any debris discovered shall be removed immediately. Any sign of erosion or blockage shall be repaired immediately to promote the growth of vegetation for the stability and proper function of the storm water drainage system. Maintenance shall include, but not be limited to, mowing, trimming and removal vegetation in the ditches as required to prevent vegetation from blocking or diverting storm water flows, replacement of riprap channel lining to prevent scouring of the channel invert, and removing vegetation and debris from culverts. Vegetated ditches shall be mowed at least monthly during the growing season. Any areas where the vegetation has failed shall be reseeded and mulched immediately. Riprap ditches and aprons where stone is displaced should be replaced and chinked to assure stability and additional riprap may be added as necessary. Vegetation growing through riprap shall be removed on an annual basis. Notwithstanding the foregoing, individual Lot owner shall be responsible for installing and maintaining any culverts under their respective driveways, as shown on the Plan. Lot owners shall install driveway culverts that are adequate in size to allow storm water to flow through or over the driveway connection without overtopping the roadway, and no driveway culvert shall have a diameter of less than 15".
- b. Drainage Pipes: Culverts and piped drainage systems for which the Association or Lot owners respectively are responsible, shall be inspected on an annual basis. Sediment shall be removed by hydraulic flushing or mechanical means when the level of sediment exceeds 20% of the pipe diameter, and care shall be taken to contain and collect the sediment generated during removal.
- c. Level Lip Spreaders: The Association shall inspect for and remove debris from the level spreader, inspect for bypass or undermining of the level lip spreader and immediately repair any channelization that has occurred, and inspect for and remove any sediment building up on the level lip spreader to maintain sheet flow conditions. During inspections, the Association shall

record weir elevation and adjust the elevation if necessary to maintain proper function. The foregoing inspections shall be performed on at least a semi-annual basis.

ARTICLE III **DURATION.**

The protective covenants, common easements and other provisions of this Declaration as set forth herein and as may be properly amended from time to time, shall run with the land and burden the Property and shall inure to the benefit of and be enforceable by the Declarant, and any other Owner of any portion of the Property, their respective legal representatives, heirs, successors or assigns, in perpetuity. In the event that Declarant conveys all of the Open Space to the Association pursuant to Article II, Section 12 above, any termination of the covenants and restrictions regarding the maintenance and use of the Open Space shall require the written approval of the Town of North Yarmouth, Maine, and absent such approval, shall run with and burden the Open Space in perpetuity.

ARTICLE IV **DECLARANT'S RIGHTS.**

The conveyance of the Lots to Owners shall be subject to the following rights reserved by the Declarant until completion of the construction, marketing and sale of all Lots:

1. To change the size, number and location of Lots and other improvements and the size, layout, and location of any Lot (a) owned by the Declarant, (b) for which a purchase and sales agreement has not been executed by the Declarant or (c) with respect to which the purchaser is in default under a purchase and sales agreement. The foregoing change or changes shall be effective upon the recording by the Declarant of an amendment to this Declaration, no other signatures being necessary on such amendment, and/or the recording by the Declarant of an amended subdivision plan indicating the changes made;
2. To locate on the Property, even though not depicted on the Plan or the Plat, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities, including, but not limited to, water, electric, telephone, cable and sewer;
3. To connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used;
4. To use Perennial Drive as shown on the Plan and the Plat for ingress and egress to the Property or any portion thereof for all purposes including, but not limited to development and construction of a residential subdivision and use the Property for the storage of materials used in the construction of the residences and improvements on the

Lots and infrastructure on the Property and equipment used in the completion of the project;

5. To install and maintain signs and lighting for marketing and sales purposes;
and

6. To do all things reasonably necessary to facilitate the development of the Property and the marketing and sale of the Lots.

ARTICLE V HOMEOWNERS ASSOCIATION.

On or about the date of execution and recording of this Declaration, there will be formed *Perennial Crossing Homeowners' Association*, a non-profit, non-stock corporation organized under the laws of the State of Maine (the "Association"). Each Owner of a Lot, including the Declarant prior to the conveyance of each Lot, shall automatically become and be a member of the Association as long as said Owner continues as record owner of a Lot. Upon termination of the interest of an Owner in a Lot, the Owner's membership and any interest in the Association shall automatically terminate and transfer and inure to the next successive record owner of the Lot. Each Owner shall be bound by the Bylaws of the Association, as the same may be amended from time to time, and each Owner shall comply strictly with such Bylaws. No holder of a mortgage on a Lot (other than the Declarant) shall be considered as an Owner until such holder shall have acquired title to such Lot by foreclosure or deed in lieu of foreclosure. With respect to Association governance matters requiring a vote of the Owners, each Lot shall have One (1) vote.

ARTICLE VI ASSESSMENTS FOR COMMON EXPENSES.

1. The Board of Directors shall prepare and approve an annual budget for Common Expenses and forward the approved budget to the Lot owners at the addresses of their respective Lot, unless other addresses have been provided to the Board in writing. Unless the Board-approved budget is rejected in writing by four (4) or more of the Lot owners within ten (10) business days of mailing of the approved budget, the Board-approved budget shall be deemed ratified by the Lot owners. Upon ratification of the budget for Common Expenses (as provided herein), the Association shall endeavor to send a statement to each Lot Owner showing such Owner's share of the Common Expenses. The Common Expenses shall include, without limitation, the costs necessary to own, operate, manage, maintain, repair and replace the Common Land and the Open Space if conveyed to the Association pursuant to Article II, Section 12 above. Assessments for Common Expenses shall be billed on or about the first day of each quarter. All sums so assessed and billed shall become due no later than 30 days after the date of mailing or delivery of each bill. The Members of the Association may from time to time at special meetings levy additional assessments, in accordance with the terms of the Bylaws.

2. Assessments authorized and billed by the Association shall be a charge on the Lot and shall be a continuing lien upon the Lot upon which such assessment is made. If the assessment to an Owner shall not be paid within Thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with interest at the rate of one percent (1%) per month or any portion thereof, costs of collection and attorneys' fees, become a continuing lien on the Lot owned by the delinquent Owner, which lien shall bind the Lot with the Building and improvements thereon, as well as the delinquent Owner, his heirs, devisees, successors, personal representatives and assigns, without the necessity of filing any document of record. Such lien may be enforced and foreclosed by the Association in the manner provided by applicable law for the foreclosure of real estate mortgages. The lien for unpaid assessments established hereby shall be prior to all liens and encumbrances on the Lot other than (i) the first mortgage recorded prior to the date on which the assessment that is sought to be enforced becomes delinquent, (ii) any second mortgage in favor of Declarant, (iii) liens for real estate taxes and other governmental/municipal assessments or charges against the Lot, or (iv) any other lien that according to law takes priority over existing liens pursuant to any statute. All such assessments, in addition to being a lien, shall also constitute the personal liability of the Owner of the Lot so assessed at the time of the assessment. In the collection of any assessment, the defaulting Owner also shall pay all of the Association's costs of collection, including attorneys' fees.

3. No Lot owner shall be liable for assessments until the earlier of (i) the initial conveyance of the Lot by the Declarant or (ii) the issuance of a temporary or permanent certificate of occupancy for the dwelling constructed on the Lot.

ARTICLE VII EASEMENTS.

The Lots and the Common Land are and shall benefit from and be subject to easements as follows:

1. "Perennial Drive" - Lots 4, 5, 6 and 7 each shall have a perpetual, irrevocable and non-exclusive easement, and such an easement hereby is granted, for use of Perennial Drive, as shown on the Plan and the Plat, for access to and from such Lots from Long Hill Road by pedestrians and vehicles.
2. "Open Space" - In the event that all of the Open Space is conveyed to the Association by the Declarant pursuant to Article II, Section 12 above, all Lots shall have a perpetual, irrevocable and non-exclusive easement, and such an easement hereby is granted, for the use of the Open Space for wilderness walks and hiking and for any other uses approved by the Board of Directors of the Association that do not violate the covenants and restrictions contained in this Declaration; in the event of such conveyance to the Association, the Board of Directors of the Association shall have the power to regulate the use

of the Open Space for the shared enjoyment and benefit of the public.

3. "Shared Driveway Entrance" -- The Shared Driveway Entrance shall be an exclusive, perpetual and irrevocable easement, which easement hereby is granted, burdening both Lots 1 and 2 for the benefit of the other respective Lot (e.g., the easement on Lot 1 benefits Lot 2 and the easement on Lot 2 benefits Lot 1), and for the purpose of a shared driveway to Lots 1 and 2 for ingress and egress by vehicles and pedestrians. The Owners of Lots 1 and 2 shall share equally in the cost of installing, maintaining, repairing and replacing the access drive in the easement area, including without limitation the initial construction of the access drive, occasional grading, filling and resurfacing thereof, and snow plowing. Either of the respective Owners of Lots 1 and 2 may take responsibility for arranging and paying for such services with notice to and acquiescence of the other Owner, and the Owner not arranging and paying for such services shall reimburse the other Owner for one-half of the cost of such services upon receipt of an invoice therefor. Any disputes between the respective Owners regarding use or maintenance of the Shared Driveway Easement shall be submitted to the Board of Directors of the Association for resolution, and the decision of the Board shall be final and binding on both such Owners.
4. "Drainage & Maintenance Easements -- The Association shall have a non-exclusive, in gross, perpetual and irrevocable easement, which easement hereby is granted, to enter upon Lots 4, 5, 6 and 7 to clean, maintain, repair the drainage ditch along Perennial Drive and the culverts for drainage under Perennial Drive. The Association shall restore any disturbance to these Lots caused by the exercise of its rights pursuant to this easement.
5. "Easement #1" -- The Association shall have a non-exclusive, in gross, perpetual and irrevocable easement, which easement hereby is granted, to enter upon Lot 4 and install, maintain, repair and replace the free standing subdivision sign, provided that such sign and any replacement thereof shall comply with the Town Ordinance regarding signage. The Association shall restore any disturbance to Lot 4 caused by the exercise of its rights pursuant to this easement.

ARTICLE VIII
AMENDMENTS.

This declaration may be amended at any time and from time to time by written instrument duly executed by the Owners of record of five (5) or more of the Lots; provided,

however, that at any time during which the Declarant owns one or more Lots, no amendment shall be effective unless the written consent of the Declarant to such amendment is obtained. No amendment or termination of this Declaration relating to the covenants and restrictions regarding the maintenance or use of the Open Space shall be effective unless approved in writing by the Town of North Yarmouth, Maine. Any amendment to this Declaration shall be recorded in the Cumberland County Registry of Deeds.

ARTICLE IX
GENERAL PROVISIONS.

1. **Enforcement.** By the acceptance of the deed to this Lot, each Owner, covenants and agrees for himself, his heirs, devisees, successors, personal representatives and assigns, to comply with the covenants and restrictions set forth in this Declaration. Any failure to so comply shall be grounds for an action against the Owner, his heirs, devisees, successors, personal representatives and assigns, to recover damages or for injunctive relief or both. Such action may be maintained by the Association, the Declarant or by any aggrieved Owner. In the event that all of the Open Space is conveyed to the Association by the Declarant pursuant to Article II, Section 12 above, the covenants and restrictions regarding the maintenance and use of the Open Space shall inure to the benefit of and be enforceable by the Town of North Yarmouth, Maine. In the event the Association, Declarant, the Town of North Yarmouth or an Owner shall substantially prevail in any such action, they shall be entitled to recover attorneys' fees and related expenses incurred in enforcing the terms of this Declaration. Nothing herein shall require the Declarant to enforce any of the covenants and restrictions in this Declaration.

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

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

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

IN WITNESS WHEREOF, DeWolfe Development, LLC, has caused this Declaration to be executed by James DeWolfe, its Manager, as of the day and year first above written.

WITNESS:

DEWOLFE DEVELOPMENT, LLC

Amanda A. Meador

By:

James DeWolfe
James DeWolfe, its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

April 28th, 2006

Personally appeared before me the above-named James DeWolfe, Manager of DeWolfe Development, LLC, as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Amanda A. Meador
Print name: Amanda A. Meador
Notary Public/Attorney-at-Law

EXHIBIT A

A certain lot or parcel of land located on the westerly side of Long Hill Road and the northwesterly side of Haskell Road in the Town of North Yarmouth, County of Cumberland, State of Maine,

BEGINNING at a point on the westerly line of Long Hill Road, said point being the point of intersection of the northwesterly right-of-way Haskell Road and westerly right-of-way Long Hill Road; shown as Lot 2 on the subdivision plan of Perennial Crossing prepared for DeWolfe Development, LLC by SYTDesign Consultants recorded in Plan Book 205, Page 793 on December 20, 2005 in the Cumberland County Registry of Deeds and being more particularly bounded and described as follows:

THENCE S 60°12'09" W along northwesterly line of Haskell Road 170.78 feet to a point;

THENCE S 61°47'38" W along said Haskell Road 9.25 feet to a point;

THENCE S 61°46'51" W along northwesterly line of Haskell Road 371.09 feet to a point, said point being the southeasterly corner of said land of Cynthia J. and Ricky A. Young further described in Book 18586, Page 241 on December 20, 2002, recorded in the Cumberland County Registry of Deeds;

THENCE N 23°28'57" W along the northeasterly line of said Young 360.30 feet to a point, said point being on the northeasterly corner of land of said Young;

THENCE S 61°15'18" W along the northwesterly line of said land of Young 39.93 feet to a point

THENCE S 60°20'32" W along the northwesterly line of said land of Young 279.28 feet to a point at the northeasterly sideline of said land of Burton Associates further described in a deed recorded in Book 22889, Page 237, in the Cumberland County Registry of Deeds on July 14, 2005;

THENCE N 36°02'50" W along the northeasterly line of said land of Burton Associates 812.65 feet to a point at the southwesterly corner of land now or formerly owned by Angela B. and David P. Wallingford further described in a deed recorded in Book 21850 Page 144, in the Cumberland County Registry of Deeds on October 1, 2004;

THENCE N 53°57'10" E along the southerly line of said Wallingford 1,028.97 feet to a point on the westerly right-of-way of Long Hill Road and the southeasterly corner of land of said Wallingford;

THENCE S 34°03'48" E along the westerly right-of-way line of Long Hill Road 390.82 feet to a point;

THENCE S 30°40'50" E continuing along the westerly right-of-way line of Long Hill Road 239.09 feet to a point;

THENCE S 30°07'32" E continuing along the westerly right-of-way of Long Hill Road 142.06 feet to a point;

THENCE S 10°40'00" E continuing along the westerly right-of-way of Long Hill Road 118.56 feet to a point;

THENCE S 07°10'00" E continuing along the westerly right-of-way of Long Hill Road 193.20 feet to a point;

THENCE S 23°45'00" E continuing along the westerly right-of-way of Long Hill Road 229.93 feet to the point of beginning.

The above-described parcel contains 24.6 acres more or less.

The basis of bearing for the above-described parcel is grid north.

The above-described parcel is conveyed subject to certain rights of Frank G. DeWolfe, Jr. and Serina M. DeWolfe relative to a water well situated approximately four hundred fifty (450) feet northwest Haskell Road and twenty-five (25) feet southwest Long Hill Road, said rights being more fully described in the easement deed given to the Inhabitants of the Town of North Yarmouth recorded in said Registry of deeds in Book 3489, Page 83.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Meaning and intending to describe the whole subdivision plan of Perennial Crossing prepared for DeWolfe Development, LLC by SYTDesign Consultants recorded in Plan Book 205, Page 793 on December 20, 2005 in the Cumberland County Registry of Deeds. And meaning and intending to describe all the lands as described in a deed from Frank G. DeWolfe, Jr. and Serina M. DeWolfe to Dewolfe Development, LLC dated March 21, 2005 and recorded in Book 22463, Page 46, Cumberland County Registry of Deeds.