

**DECLARATION OF RESTRICTIONS
AFFECTING PROPERTY OF GEORGE T. KIRCK
ENTITLED "GREEN BERRY MEADOW" IN THE TOWN OF WESTBROOK
COUNTY OF CUMBERLAND AND STATE OF MAINE**

THIS DECLARATION dated this 22nd day of July, 2008, by George T. Kirck having a primary place of residence in Westbrook, Maine, and a mailing address of P.O. Box 1217, Westbrook, Maine 04098-1217, hereinafter referred to as the "Grantor".

WITNESSETH:

WHEREAS the Grantor is the owner of certain real estate in Westbrook, County of Cumberland and State of Maine as set forth in Exhibit "A" attached hereto and incorporated herein by reference from deeds dated July 22, 1971, and recorded in the Cumberland County Registry of Deeds in Book 3181, Page 759; and dated May 6, 1990, in Book 9546, Page 189, which the Grantor proposes to develop and improve in accordance with an approved subdivision plan of 4 lots made for the Grantor entitled "Green Berry Meadow," recorded in said registry of deeds in Book 208, Page 320, and

WHEREAS, the Grantor being about to sell and convey such lots, desires to assure to the purchaser and their several heirs and assigns owning such lots, the use, benefit and enjoyment of the common amenities, facilities and utilities, and that the subdivision shall be developed in an attractive manner so as to enhance the value thereof, and to this end desires that such lots may be subjected to certain restrictions, reservations, servitudes, covenants, agreements, easements, liens, and charges as hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the Grantor hereby covenants and agrees with the purchasers of such 4 lots that the property described in and referred to as lot numbers one (1) through four (4) in Exhibit "A" hereof is and shall be held and shall be conveyed subject to the restrictions, reservations, covenants, conditions, servitudes, easements, agreements, liens and charges set forth in the various clauses of this Declaration, which it is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Grantor, his heirs and assigns and the several lot purchasers, their heirs, successors and assigns, and binding upon all the land described in Exhibit "A" hereof, to wit:

Each lot conveyed in Green Berry Meadow shall be subject to the following covenants and restrictions which shall run with the land;

1. One Residential Dwelling Only: The 4 lots shall be used only for single family residential purposes and shall not be subdivided, except that an owner of a lot may convey a portion of the same to and adjacent lot owner; but such conveyance shall not create any right in the grantee to erect more than one residential dwelling unit on the combined land area so created. No mobile homes or other temporary structures shall be placed or maintained on said land.

2. Approval of Construction Plans: No building or other structure or installation, or anything used for habitation, shall be erected, placed, constructed, altered or maintained on such 4 lots until the plans with specifications, including the location on the land have been filed with and approved in writing by the Grantor, his heirs and assigns, prior to the initial conveyance of all lots. Only one (1) single family residential dwelling shall be permitted on said land and such other structures as may be accessory thereto such as a garage or guest house, **with each house having a minimum of an attached, built-in or basement two-car garage, and each house having an architectural style of Colonial, Traditional New England or other architectural style acceptable to the Grantor.**

No one story building shall be constructed on lots with a fully enclosed first floor area of less than 1,740 square feet, exclusive of garage, covered walks, decks, breezeways or porches. No two-story building shall be constructed with a fully enclosed first floor area of less than 900 square feet. No one and one-half story building shall be constructed with a fully enclosed first floor area of less than 950 square feet. The height of any building shall not be more than two (2) full stories above street level.

The Grantor, his heirs and assigns, shall have the right to refuse approval of any plans, specifications and location, based upon and including but not limited to the quality of workmanship, materials, harmony

of external design, size and color, which are not suitable or desirable in the exclusive opinion of the Grantor, his heirs and assigns, in order to protect the value of all lots in the development. **Construction must begin within one year of closing and all buildings shall have the roof and outside finish completed within one year after construction is begun (including landscaping), with siding of natural materials, and a minimum roof pitch of 6/12. Construction of garages must be completed within two years of closing. Building connections for all utilities shall be run underground from the proper connecting points to the building structure unless prevented from doing so because of ledge. Each owner shall be responsible for maintaining proper erosion control procedures during the period of construction of his home.**

No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Grantor. The Grantor shall not be responsible of any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

3. Native growth: The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Grantor. In the event such growth is removed, except as stated above, the Grantor may require the planting or replacement of same, the cost thereof to be borne by the lot owner. No healthy trees greater than ten (10) inches in diameter shall be cut or removed nearer than twenty (20) feet to any other lot boundary line or land adjoining the land conveyed herein. Trees and large shrubs existing in the "Open Green Space" shall not be removed, except where a certified arborist determines that it is absolutely necessary for the health of a specific tree or surrounding trees.

4. No garbage, trash, noxious or offensive object, junk automobiles or other vehicles which do not pass the State of Maine motor vehicle inspection laws shall be kept, maintained or allowed on the land herein conveyed.

5. All buildings, structures, installations, and other improvements including sewerage systems to be erected, maintained, or altered upon said land must comply with all State, Municipal and other governmental laws, rules and regulations; all outdoor fires must comply with applicable State and Municipal laws and ordinances; and if any provision therein differs herefrom, such differences shall not be construed as a waiver by the Grantor of the necessity of compliance with the terms thereof.

6. Grantor shall convey each lot with perpetual easements to be used for foot and vehicular passage as well as for the installation, maintenance, repair and replacement of any and all utilities, and water detention areas.

7. No lot lines shall be changed without the approval of the Grantor and Town of Westbrook and then only for the purpose of improving or correcting a lot problem which might occur from a sewerage or drainage condition making it necessary for one property owner to deed to another or give an easement to correct such problem or where, in the opinion of the Grantor, his heirs and assigns, it is justifiable for one property owner to sell a small part of his lot to an adjoining property owner for the purpose of erecting a small accessory building, swimming pool, or other recreational use necessitating the change of property lines.

8. Tanks, etc.: No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or streets. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be concealed from the view from neighboring lots, roads, or streets by natural topography, hedges, lattice work, or screening acceptable to the Grantor.

9. Horses and pets: No horses shall be kept or stabled on any of such lots. No more than two pets of the customary household variety (including birds) may be kept on any lot in such premises, except upon the express written permission of the Grantor.

10. Utility lines and radio and television antennas: All electrical service, telephone and cable lines shall be placed underground and no outside electrical lines shall be placed overhead but this restriction may

be waived by the Grantor. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of such premises, but this restriction may be waived by the Grantor. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

11. Nuisances: No lot shall be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

12. Commercial use prohibited: No building erected on any of said lots shall be used or occupied for any commercial purpose whatsoever, but solely for private residential purposes.

13. Signs: No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished by the Grantor, shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the Grantor, only when in his discretion the same is necessary to promote the sale of property in and the development of the subdivision area. Nothing herein shall be construed to prevent the Grantor from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the operation of the subdivision.

14. Mining: No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any natural products or minerals of any kind be produced or extracted therefrom.

15. Occupancy: No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth.

16. Commercial vehicles: No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on any of the subdivision unless approved by the Grantor and kept in a garage completely enclosed. No commercial vehicle shall be stored or parked on any residential street of the subdivision except while engaged in transporting to or from a residence in the subdivision.

All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title, until the commencement of the calendar year 2027, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in the subdivision shall by written instrument duly recorded declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, and restrictions committed or suffered prior to such expiration shall be absolute.

Provided, that these covenants, conditions, reservations, and restrictions shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the Grantor or by the owner of another lot in such premises but by no other person.

Provided, further, that should the Grantor employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions or re-entry, by reason of such breach, all costs incurred in such

