

DECLARATION OF COVENANTS AND RESTRICTIONS

WINDEMERE SUBDIVISION

WINDHAM, MAINE

KNOW ALL MEN BY THESE PRESENTS, that It, WOLDBROOK CORPORATION of Windham, Maine (hereinafter called "Grantor"), is the owner of certain real estate located in said Windham (White's Bridge) and known as Windemere as shown on a Plan entitled "Windemere on Sebago Lake, Windham, Maine" by Survey, Inc. recorded in the Cumberland County Registry of Deeds in Plan Book 150, Page 37;

WHEREAS, the Grantor desires to create and maintain a residential area preserving the natural and residential features of the property which are of unusual value;

WHEREAS, Grantor has established Windemere Association, a Maine nonstock corporation; and

WHEREAS, the Grantor desires to assist its Grantees in providing the necessary means to enable them and their Grantees to accomplish this purpose;

NOW THEREFORE, in consideration of the premises, the Grantor itself and its successors and assigns, hereby subject all the lots on said Plan numbered 1 through 17 inclusive, and any adjoining land which Grantor may from time to time elect to subject to this Declaration by written instrument duly recorded (collectively the "Property") to the following restrictions, covenants and conditions as covenants running with the land which shall be binding upon and enforceable by the Grantor, its successors and assigns, the Association, its successors and assigns, or by the then owners of any parcels or lots subject to this Declaration to wit:

USE:

BOOK 7004 PAGE 259

1. Residence. That the Property shall be used for single family residences only and shall be occupied by not more than one residential unit per lot; a residential unit shall include no buildings or structures other than the following, viz: one detached dwelling house designed as a residence for one family, one garage for private use constructed either as an integral part of the dwelling or as a detached building and adapted for the storage of not more than three automobiles and suitable garden structures ordinarily appurtenances to single-family dwelling houses. The residence shall contain at least 1650 square feet of above-ground level living space, exclusive of any porches, garages or basement areas. No buildings or structures of any kind except for the aforesaid residential structures shall be erected, used, maintained, or allowed to stand on the Property. The design and quality of residential dwellings, garages, and other buildings, including but not limited to materials, colors, textures, building shape, roof lines, window treatment and site orientations shall be of a character harmonious with the natural beauty of the Windemere environment and the existing Whites Bridge Condominium. All utility lines shall be underground. No business or trade of any kind shall be operated on the Property, provided, nonetheless, that a residence may be used for personal or professional office work by a resident but may be used neither for meeting clients or patients nor held out as an office to such persons or the public. Grantor may maintain a sales, leasing and management office in any unsold Lot, may use unsold Lots for display and marketing purposes, and a lot owner may use the Property for the construction of buildings and improvements as provided in this Declaration.

2. Pets and Animals. Nothing shall be done which may be or become an annoyance or nuisance; the keeping of poultry, swine, or livestock other than household pets normally housed in a residence shall not be permitted;

The Association shall have the power to regulate the keeping of pets under the bylaws or rules and regulations of the Association as promulgated or amended from time to time. In any event all animals shall be restrained so as not to become noisome or offensive to the occupants of any units; pets shall not be permitted off of the owner's Lot except on a leash attended by a responsible person.

3. Motor Vehicles. Outside parking areas and drives are provided for the parking of private passenger motor vehicles only. The Lots shall not be used for outside parking of trailers, recreational vehicles, motor homes, trucks rated for a gross vehicle weight of over 6,000 pounds or unlicensed or inoperable vehicles except with the prior written approval of the Association's Board of Directors or within a fully enclosed garage. No Lot owner, his family, guests, invitees or any other person shall park or leave any motor vehicle or other personal property overnight in Woldbrook Drive, Henderson Court, Heather Lane; breach of this restriction shall subject the vehicle or property to removal at the risk and expense of the owner thereof. The Board of Directors of the Association shall have the power to adopt such reasonable rules and regulations as it deems appropriate regulating the use of motor vehicles on the Property. Snowmobiles, all-terrain vehicles, trail bikes and any similar vehicles shall not be operated on the Property.

4. Natural Tree Growth. The natural tree growth on the Property shall be preserved, except as may be necessary for the construction and maintenance of the roads,

structures, utilities, subsurface disposal systems, paths, cross country ski trails and as may be necessary to facilitate passive solar heating and to provide for good woodland management, all as determined by the Board of the Association.

5. Signs. Owners shall have the right to install a sign of not more than two (2) square feet showing the name of the owner or occupant and the name or number of the premises. All signs shall be compatible with the environment, and under no circumstances shall projecting signs, neon or brightly lighted or internally lighted signs be permitted on any parcel.
6. Completion of Construction. Within twelve (12) months from the start of any construction, an owner shall erect, build and have the exterior of the building closed in and completed in a manner consistent with the conditions set forth herein. A tarred or crushed gravel or stone driveway must be completed within six (6) months of occupancy.
7. Maintenance of Common Areas and Facilities. The Association and its Board of Directors and their designees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the common roads, drives, utility and service lines and other common facilities, and to make excavations for said purposes. No Lot owner shall do any of the foregoing without the prior permission of said Board of Directors in each instance. The Lot Owners and the Association shall inspect and maintain the storm water and sewage disposal systems on the Property at least annually or more frequently if required as follows:

- a) Inspection of all septic tanks and pumps;

b) Inspection of all sanitary manholes and clean as necessary or more frequently if required;

c) Biannual inspection of all pumps, pump controls, pump station alarm systems, and standby generators and repair;

d) Periodic mowing of grass on the disposal fields to be performed by Lot owners in conjunction with regularly scheduled lawn work of other grass areas;

e) Removal of debris that may collect in the grass swales and, culverts or more frequently if required;

f) Removal of any accumulated silt or debris from culverts or more frequently if required;

g) Inspection of the rip-rap at the outlet end of the culverts and reset any dislocated stones;

h) Other maintenance as it becomes necessary to enable the sewage disposal and storm drain systems to function as designed.

The expense thereof except lawn mowing shall be charged as a common expense, provided however that the Association may charge owners for the maintenance, pumping, replacement and repair of septic systems and fields if the Lot Owner fails to provide and pay for such services.

Each Lot owner shall avoid interfering with the natural course of surface water across a neighbor's parcel or any land abutting the Property or altering its intended flow to the storm drainage and drainage detention basin systems.

8. Roads, Easements and Assessments. For the purpose of maintaining roads, utility and other easements, traffic control, maintaining the common storm water drainage system, general planting within roadway and other common areas, and all common services of every kind and nature required or desired within or adjoining the subdivision for the general use and benefit of all lot owners, each

and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the Bylaws and rules of the Association. Commencing with the start of construction of a residence on a Lot, the owner shall pay to the Association, or its authorized representative, monthly or as otherwise required by the Association, his proportionate share of the expenses of and reserves of the Association in carrying out its function all as determined by the Association's Board of Directors. For each lot on which construction of a residence has not been commenced, the Lot Owner shall pay to the Association a fee equal to one-half (1/2) of that of a Lot on which a residence has been constructed or is under construction. If an owner elects by written notice duly recorded, two adjoining lots, upon which a single residence has been constructed may be treated as a single lot and the owner shall pay a fee of one and one-half times that of a single lot and shall have one and one-half votes in the Association's affairs; such lots shall thereafter be considered a single lot for all other purposes and no further subdivision shall be permitted. Such obligation (including such interest as may be established by the Association and costs of collection and reasonable attorney's fees) shall constitute a lien on a Lot subject however, to any mortgage held by an institutional lender to which mortgage the lien shall be subordinate. The recording of this Declaration constitutes record notice of the lien, which may be foreclosed in the same manner as a mortgage.

A. The Association shall notify the owners of the lots above described at the addresses maintained by the Association within thirty (30) days after said assessment has been fixed and levied, notifying such owners of the amount of the charge or assessment for such year, when the same shall be due and payable, and the amount due on each

lot or parcel of land owned by each such owner, and the interest rate on past due assessments provided that failure to send such notice shall not relieve the Owner of his Obligation hereunder. It shall be the duty of each owner to list his address with the Association, failing which the Association may send such notices to such address as reasonably appears to be a permanent address of such owner. Failure of the Association to levy the assessment or charge for any one year or send such notice shall not affect the right of said Association to do so for any subsequent year or for such prior year(s) in arrears.

A written or printed notice thereof deposited in the United State mails, with postage prepaid, and addressed to the respective owners as aforesaid shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this Declaration, wherever notice may be required.

B. The Association shall have all legally permissible powers of collection of assessments made on said real estate including, without limitation, those powers set forth in Maine Revised Statutes Annotated, Title 13, Chapter 91 and shall generally have all powers established under Title 13-B M.R.S.A.

C. Such charges of assessments shall be applied by said Association in its discretion toward payment of the following costs:

i) To enforce, either in its own name or in the name of the owners of the property above described any or all covenants which may have been heretofore, or may hereinafter be, imposed upon any of the said above-described property, either in the form as originally placed thereon or as subsequently modified;

provided, however, that this right of enforcement shall not serve to prevent the right of any owner or owners of any lot or lots, to enforce said restrictive covenants in the event they or any one of them elects to do so. The expenses and costs of any such proceedings instituted by said Association shall be paid out of the general fund of said Association.

ii. To preserve the natural beauty of the Property and pick up and remove therefrom loose trash and rubbish of all kinds; and to do any and all other things necessary and desirable in the judgment of the officers of said Association to keep the Property clean and in good order.

iii. To provide for the maintenance, snowplowing, sanding and repair of all common areas and roads within or adjoining the subdivision, including the roads leading through the subdivision to White's Bridge Road, and the use of any recreational facilities within the adjoining White's Bridge Condominium.

D. To provide any other neighborhood services not provided by local governmental authorities.

E. To carry hazard and general liability insurance coverage on any premises owned, maintained or repaired by the Association.

9. Association Membership and Administration.

A. Each owner of a lot upon which a dwelling has been constructed or is under construction subject to this Declaration shall be deemed to be a full voting member of said Association and shall continue to be a voting member

thereof so long as he or she is the owner of any lot or lots subject hereto. A lot on which no residence has been or is under construction shall have one-half (1/2) a vote. Upon transfer, conveyance, or sale by any owner of all of his or her interest in such lots, said owner's membership in said Association shall thereupon cease and terminate and the new owner shall become an Association member.

B. The Association shall notify by mail all such owners as the address of such owners are listed with the Association, of the official address of the Association, the time and place of regular or special meetings of the Association. Such notices shall be mailed at least ten (10) days to advance of such meetings.

C. By written consent of the owners of four fifths (4/5) of all the lots whether or not built upon hereinabove described, the Association may be given additional powers and this Declaration may otherwise be amended or modified.

D. Each member of the Association shall have one vote per lot owned upon which a residential dwelling has been constructed or is under construction, and co-owners of such a lot shall share one vote. If no residence has been constructed or commenced, then the member shall have one-half (1/2) of a vote per lot.

E. Said Association shall, at all times, observe all the laws of the State of Maine and the United States of America, and if at any time any of the provisions of this Declaration shall be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration shall be affected thereby.

F. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the purposes and provisions of this Declaration, subject to the limitations hereinabove and hereinabove set forth.

G. This Declaration may be terminated and all the land now or hereafter affected may be released from all of the terms and provisions thereof by the owners of four-fifths (4/5) of the lots subject thereto at the time it is proposed to terminate this said Declaration.

10. Compliance with Laws and Sewage disposal. All siting, construction, excavation, sewage disposal and water supply, and storm water drainage, shall be in accordance with all applicable local and state laws, codes, ordinances and regulations.
11. Nuisance. Noxious, dangerous, offensive or unduly noisy activities of any nature shall not be carried on upon any Lot.
12. Refuse Disposal. Trash, garbage and other waste shall be kept in sanitary containers where they are not visible from any road or from any other parcel.
13. Subdivision. The lots as shown on the plan may not be re-subdivided except with the consent of the Grantor and with the approval of the Town of Windham if required under the Municipal Subdivision Act.
14. Access To Amenities. The Association or its authorized representatives shall have the irrevocable right, to be exercised by its Manager or other designate, to have access to each parcel from time to time during reasonable

hours, as may be necessary for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom, including pedestrian, utility and drainage easements, to prevent damage to the common areas and facilities, or to any other parcel(s).

15. Enforcement. The provisions of Declaration have been adopted for the benefit of the owners of the Property.

Therefore, the violation or attempted violations of any covenant or restriction in this Declaration is hereby declared a nuisance which may be remedied by any appropriate legal proceeding. If any owner shall attempt, violate or permit any violation of any of the covenants, restrictions or reservations described above, the Grantor ; or any parcel owner may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both.

The owner shall pay all reasonable costs, including attorney's fees, incurred in the enforcement of this Declaration which shall constitute a lien on the Lot in the same manner as Association assessments. Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other owners, and the failure to enforce any one (1) occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto.

16. Termination of Restrictions. At a meeting duly held not earlier than January 1, 2010, the then current lot owners of record may terminate the provisions set forth in this Declaration by a unanimous vote, which amendment or termination shall become effective upon the recording

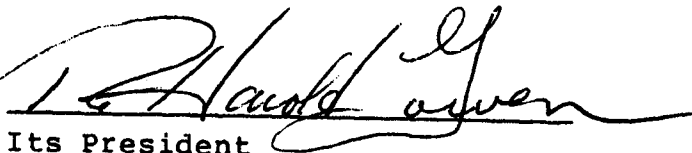
therefore. If no such amendment or termination is recorded by February 1, 2010, this Declaration shall automatically renew for another 25-year period, and in like manner for each 25-year period thereafter.

17. Grantor. All references in the Declaration to the Grantor shall mean and include the Grantor's successors and assigns.
18. Severability. If any provisions of this Declaration, or its application to any persons or circumstances, is invalid or unenforceable, then the remainder of this Declaration, or the application of such provisions to other persons or circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, WOLDBROOK CORPORATION has caused the corporate seal to be affixed hereto and these presents to be signed, acknowledged and delivered in its name by its President, duly authorized this 8th day of October, 1985.

WOLDBROOK CORPORATION

By:


Its President

In the presence of:

L. R. Clough

STATE OF MAINE
CUMBERLAND, SS.

December 12, 1985

Personally appeared R. HAROLD GOWEN as President and
acknowledged the foregoing instrument as his free act and deed
and the free act and deed of WOLBROOK CORPORATION,

Before me,

L. R. Clough

~~Notary Public~~

Attorney at Law

Print Name: Lawrence R. Clough

2320F

RECEIVED
RECORDED REGISTRY OF DEEDS

- 13 -

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CUMBERLAND COUNTY

James G. Walsh