



**WOODY KNOLL SUBDIVISION DECLARATION OF
PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND COMMON EASEMENTS**

This Declaration of Protective Covenants, Conditions, Restrictions and Common Easements, made this 5th day of March, 2019, by **FOMEZ DEVELOPMENT, LLC**, a Maine Limited Liability Company with an established place of business in the Town of Waterboro, York County, Maine (hereinafter called "Declarant"); and

WHEREAS, Declarant owns, by deed from Carmine, LLC, dated January 8, 2019, and recorded in the York County Registry of Deeds in Book 17875, Page 787, certain real estate situated in the Town of Waterboro, York County, Maine, and depicted upon Subdivision Plan entitled, "Final Subdivision Plan, Woody Knoll Subdivision", dated November, 2018, approved by the Town of Waterboro on November, 2018, and recorded in said Registry of Deeds in Plan Book 398, Page 49 (hereinafter called the "Plan"), as Lots No. 1 through 6; and

WHEREAS, Declarant desires to develop a six (6) lot residential subdivision on property to be known as Woody Knoll Subdivision (Lots No. 1 through 6, collectively, called the "Property", the "lots" or in the singular the "lot") with one interior roadway, known as Leona Drive; and

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

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, 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.

**ARTICLE I
DEFINITIONS**

Section 1: "Woody Knoll" shall mean and refer to the lots and the property which are made subject to the terms of this Declaration, as the same may be amended from time to time.

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Section 2: "Declarant" shall mean and refer to FOMEZ Development, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development of the Woody Knoll Subdivision and if, in the conveyance to such successor or assign, the Declarant expressly transfers to such party Declarant's rights hereunder.

Section 3: "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions, Restrictions and Common Easements applicable to the property and as recorded in the York County Registry of Deeds, as the same shall be amended from time to time.

Section 4: "Lot" shall mean and refer to those numbered parcels shown upon the Plan. Lot shall also mean any residential lot or parcel of land which Declarant elects to make subject to the terms of this Declaration and which is shown upon a survey plan or plans recorded in the York County Registry of Deeds.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract companies, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Property" shall mean and refer to that certain real property hereinbefore described and shown on the plan. In addition, the property shall include any lot or lots which may be created from any other property of FOMEZ Development, LLC, whether now owned or acquired in the future, which is contiguous to the original property or contiguous to any property which has been so added (herein the "Additional Property"); provided, however, that any such additional property will only become subject to the terms and provisions of this Declaration upon an amendment executed by the Declarant, expressly making such additional property subject to the terms hereof.

Section 7: "Road Maintenance" shall refer to and include, but not be limited to, snow plowing, sanding, repair, replacement and upkeep of any drainage and erosion control and the stormwater management system.

ARTICLE II PROTECTIVE COVENANTS AND RESTRICTIONS

Each conveyance by Declarant, its successors and assigns, of any lot within the Property shall be subject to the following protective covenants and restrictions:

Section 1: Each lot shall be used for residential purposes only and shall be occupied by not more than one residential structure, said residential structure to include no buildings or structures other than the following, viz: one detached dwelling structure designated as a residence for one or two families, a garage or garages 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 six (6) automobiles in total for all garages, an in-ground swimming pool, suitable garden structures including a greenhouse and such additional structures as shall from time to time be used in connection with residential uses situated in similar neighborhoods. Except as permitted under Sections 10, 11, and 12 of this Article, no such lot shall be used for access to any other land or for the use, introduction, maintenance or repair of utility services benefitting any other land not part of the Woody Knoll Subdivision. As used herein, the term "one detached dwelling structure designated as a residence for one or two families" shall mean a structure in which the second residential unit is of the nature of an "in-law" apartment, that is, its size and configuration is subordinate to the main living area and the exterior appearance is in the nature of a single family residence rather than a duplex structure.

Section 2: The keeping of poultry, swine, or any livestock, other than household pets normally housed in a dwelling house, shall not be permitted, nor shall kennels be permitted, and no automobile trailer, house trailer, recreational vehicle, boat, boat trailer or similar vehicle, shall be brought upon, or be maintained or permitted to remain on the above described premises, unless stored in such a manner that the same is not observable from any street or, if observable, the same is of such condition and stored in such a manner that it does not adversely impact property values in the neighborhood.

Section 3: All proposed structures allowed under Section 1 of this Article shall be reviewed by the Declarant before any construction commences and shall be placed on permanent masonry foundations and only the use of architectural roofing shingles shall be allowed. The use of simulated or artificial brick or stone composition sidings shall be prohibited unless the appearance, finish and durability of the same shall be comparable to natural materials. Accessory structures on any Lot must be constructed of the same or compatible materials as specified for the dwelling constructed thereon. All propane or other utility tanks must be enclosed and finished to match the exterior of the residence on the Lot.

Section 4. Until the expiration of ten (10) years from the date of the sale of FOMEZ Development, LLC's entire interest in the Woody Knoll subdivision, all plans, specifications and designs including, plans showing the location on the Lot, design, exterior appearance, materials, and colors of all buildings and structures, the mailbox, mailbox post, driveway, landscaping and walks, fences, decks or patios, and top of the foundation wall elevations must receive the written approval of the Declarant, its successors and specific assigns. Such approval shall not be unreasonably withheld but such plans, specifications, colors and designs must, in the opinion of the Declarant, be harmonious with other structures in the subdivision. No fences or free-standing walls exceeding six (6) feet in height shall be erected on a Lot, and any fence shall be subject to the design review approval requirement.

Section 5: All exterior finishing on any building and all landscaping to the grounds must be completed within one (1) year of the commencement of construction. Completed, as used herein, includes, but is not limited to, porches, steps, decks, platforms, carports or other outside living terraces, and grading and seeding of lawns.

Section 6: No junk, abandoned or unregistered vehicle shall be allowed on the premises, except as may be permitted under Section 2 of this Article, and no accumulations of trash or

debris shall be allowed on the premises.

Section 7: No Owner may alter the area encompassed within the bounds of the proposed drainage easement areas as indicated on the aforesaid Plan in any manner which would impede or adversely affect the drainage of Ridgewood Farm Subdivision. All homes must connect to storm drainage systems approved by the Planning Board.

Section 8: No clotheslines shall be permitted and no satellite television antennas or similar receiving devices shall be permitted unless eighteen (18) inches in diameter or less and shall be located at the rear of the building in a location specifically approved by Declarant.

Section 9: The above Sections shall not apply to, nor be binding upon, any remaining land owned by FOMEZ Development, LLC, or land which may hereinafter be acquired by it or any entity under common control with it, which may lie near or adjacent to the Woody Knoll Subdivision.

Section 10: FOMEZ Development, LLC, for itself, its successors and specific assigns, reserves the right to use all of the streets and ways shown on the Plan of Woody Knoll Subdivision for access to and egress from any other land adjacent or near to said Woody Knoll Subdivision that it may own or hereafter acquire, and for the use, introduction and maintenance of all utility services to Woody Knoll, or to any other adjacent or nearby land owned by it or its specific assigns, or hereafter acquired by it or them. It is further agreed and understood that no purchaser of such adjacent or near land from FOMEZ Development, LLC, shall have the right to use such streets and ways unless such rights have been specifically granted by FOMEZ Development, LLC.

Section 11: FOMEZ Development, LLC, reserves for itself, its successors and specific assigns, the right and privilege to alter, amend, reconfigure, combine or re-subdivide any unsold lots on the Woody Knoll Plan, or any adjacent real estate in its ownership, or to use any such lots for access to and egress from, and for the use, introduction, installation and maintenance of utility services to any adjacent land owned by FOMEZ Development, LLC, or hereafter acquired by it or its specific assigns, subject to approval of the Town of Waterboro Planning Board. It is further agreed and understood that no purchaser of such adjacent or near land from FOMEZ Development, LLC, shall have the right to use any such lots unless such rights have been specifically granted by FOMEZ Development, LLC.

Section 12: FOMEZ Development, LLC, reserves the right to use those areas marked as "drainage easements" or "utility easements" on the above referenced plan for the purpose of providing drainage for its adjacent or nearby land, either now owned or hereafter acquired, or for adjacent or nearby land of its specific assigns.

Section 13: No signs advertising the sale of a Lot or structure thereon shall be permitted to be erected anywhere in the Woody Knoll Subdivision, other than that one sign having dimensions of not more than twenty-four (24) inches by twenty-four (24) inches may be placed upon any Lot. Notwithstanding the foregoing, during the period of construction of the improvements allowed to be constructed upon any Lot, the builder may maintain one

construction information sign of a size and design approved by FOMEZ Development, LLC.

Section 14: FOMEZ Development, LLC, or an entity under common control with it, may acquire adjacent land to the Woody Knoll subdivision and such land may be developed by it for any uses permitted under the terms of applicable state, federal and local land use statutes, ordinances and regulations, and such land may be joined in this Declaration by Declarant.

ARTICLE III EASEMENTS

Section 1: Creation of Easements. The following easements are hereby created:

(a) The Declarant reserves the right to maintain on the Property such advertising signs as may comply with the applicable governmental regulations, which signs may be placed in any location on the property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all lots to owners other than the Declarant.

(b) The Property shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Article shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, remove and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches, pump stations and leach fields, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Property. Notwithstanding the foregoing provisions of this Article, any such easement through a lot shall be located either in substantially the same location as such facilities or similar facilities that existed at the time of first conveyance of the lot by Declarant or occupancy of the lot by its occupants.

(c) The lots shall be and are hereby made subject to an easement in favor of the Declarant, and the agents, employees and independent contractors thereof, for the purpose of the inspection, upkeep, maintenance, repair and replacement, if applicable, of the lots and any improvements and fixtures located thereon, pursuant to its rights to enforce the provisions of this Declaration.

(d) All easements, rights and restrictions described and mentioned in this Article are easements appurtenant, running with the land and the property, and (except as may be otherwise expressly provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

Section 2: Reservation of Easements. So long as the Declarant has title to any lot or any

other portion of the Property, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary or desirable for the development or improvement of the Property. Any such license or easement granted hereunder shall be located so as not to materially interfere with the use or occupancy of the lots by their occupants, and may be recorded by the Declarant at its sole cost and expense.

ARTICLE IV ROAD MAINTENANCE BY DEVELOPER

Leona Drive shall be constructed to Town of Waterboro standards and shall be private until the Town of Waterboro accepts said roadway. Until the time of such acceptance by the Town, all lots will be subject to and/or benefitted by the following:

Section 1: All lots shall be benefitted by an appurtenant easement over Leona Drive for purposes of ingress and egress and location of utilities and all customary uses. It is the intention of the Declarant to petition the Town of Waterboro to accept the roadways as public roads to be maintained by the Town of Waterboro.

Section 2: Said roads will require plowing and sanding in the winter and other repair, maintenance and replacement, as well as the upkeep of the drainage and erosion control systems as originally approved by the Town of Waterboro, as hereinafter set forth. In order to clearly identify the matters associated therewith, a Road Maintenance Agreement dated March 15, 2019, has been recorded in the York County Registry of Deeds in Book 17911, Page 431, reference to which is hereby made for its terms and conditions.

Section 3: The Declarant shall be responsible, initially, for maintaining and plowing the roads and for the upkeep of the drainage and erosion control systems. No later than the conveyance of the sale of the last Lot, the Declarant shall convey the roadways to the Town or Association, and the Town or Association shall accept the conveyance of the roadway by deed. Upon such conveyance to the Town or Association, all obligations and responsibilities of the Declarant with respect to the roads shall terminate and cease.

**ARTICLE V
AMENDMENT OF DECLARATION**

Section 1: The Declarant may amend this Declaration at any time, as long as the Declarant still owns a Lot in Woody Knoll.

Section 2: This Declaration may be amended at any time and from time to time by written instrument duly executed by the Owners of record of two (2) or more of the Lots, and by the respective mortgagees of record of those Owners, and recorded in the York County Registry of Deeds; provided, however, that no amendment may be made without written consent of the Declarant for so long as Declarant owns any portion of the Woody Knoll subdivision property.

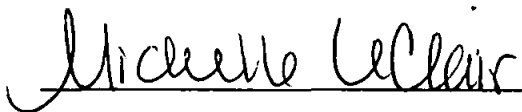
The Protective Covenants and Restrictions set forth in Article II may be amended from time to time by a three-fourth (3/4) majority vote of the lot owners. Any such amendment shall be in writing signed by three-fourths (3/4) of the lot owners and recorded in the York County Registry of Deeds. For purposes of this Declaration, the owners of each lot shall be considered as one person and shall be entitled to a single vote, regardless of the number of owners of a lot or the form of ownership.

Section 3: All Owners of Lots are subject to the terms and provisions contained or referred to in this Declaration. The acceptance of a deed of conveyance of a Lot other than as security, or the entering into of occupancy of any Lot, shall signify that the provisions contained or referred to in this Declaration are accepted and ratified by such Owner or occupant and shall further signify that the Owners acknowledge the authority of the Lot Owners to enforce the covenants and restrictions with run with the land, by suit or otherwise. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot (except as mortgage security) as though such provision were recited and stipulated at length in each and every deed or conveyance of a Lot.

If any one or more of these covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof, which shall remain in full force and effect.

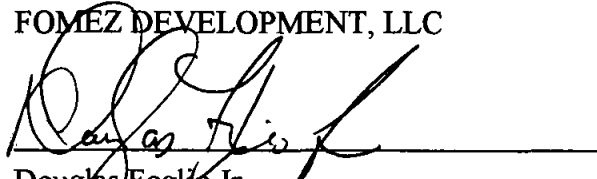
IN WITNESS WHEREOF, FOMEZ Development, LLC, being the owner of all of the Lots at the Property, has caused this Declaration of Protective Covenants and Common Easements to be executed in its name and behalf by Douglas Foglio Jr., its Manager, thereunto duly authorized, on this 15th day of March, 2019.

WITNESS:



FOMEZ DEVELOPMENT, LLC

By:


Douglas Foglio Jr.
Its Manager

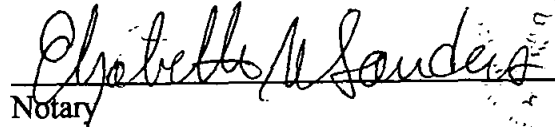
STATE OF MAINE
YORK COUNTY, ss.

March 15, 2019

Then personally appeared the above named Douglas Foglio Jr., in his capacity as Manager of FOMEZ Development, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said FOMEZ Development, LLC

Before me,

Notary



ELIZABETH N. SANDERS
Notary Public, State of Maine
My Commission Expires Feb. 2, 2025

SEAL