

DECLARATION OF PROTECTIVE COVENANTS
RESTRICTIONS, RESERVATIONS and COMMON EASEMENTS

THIS DECLARATION dated this ^{4th} day of June, 2002 by RRR ENTERPRISE, INC. of Hollis, a Maine corporation having a principal place of business at 70 Pleasant Hill Road, Hollis, County of York, State of Maine, (hereinafter referred to as "the Declarant")

WITNESSETH

WHEREAS, the Declarant is the owner of a certain lot of land (hereinafter referred to as "the land") in the Town of Hollis, Maine which it has subdivided into seven (7) lots (hereinafter referred to as "the lots") as shown on a plan entitled "Three R's Subdivision, Waterboro Road, Hollis, Maine" (herein referred to as "the Subdivision"), prepared by BH2M, Inc. for Robert M. Hanson to be recorded in the York County Registry of Deeds in Plan Book 270, Page 18 (hereinafter referred to as "the Plan")

WHEREAS, the Declarant being about to sell and convey lots in said subdivision desires to assure to said purchasers and their heirs, successors and assigns owning such lots, the use, benefit and enjoyment of said lots in accordance with a harmonious plan and to this end desires that said lots in said subdivision shall be subjected to certain restrictions, reservations, servitudes, covenants agreements and easements as hereinafter set forth

NOW THEREFORE, in consideration of these premises, Declarant hereby declares that certain property described on said Plan is and shall be conveyed subject to the restrictions, reservations, servitudes, covenants, agreements and easements as set forth in the various clauses of this Declaration, which Declaration is hereby covenanted and agreed shall inure to the benefit of and binding upon the Declarant, its successors and assigns, and the purchasers of said lots, their heirs, successors and assigns, and being binding upon all the land described on said Plan, to wit:

ARTICLE A-GENERAL COVENANTS AND RESTRICTIONS

This Declaration shall bind Lots 1 through 7 as depicted on said Plan, which lots shall be subject to the following covenants and restrictions, except as herein set forth:

1. Plan terms and conditions. Each Lot shall be subject to the terms, conditions, and notes on said Plan.
2. Residential Use. Each Lot shall be used for single family residential purposes exclusively. No structure shall be erected on any Lot except one detached, single family residential dwelling (hereinafter referred to as a "dwelling", and such other buildings necessary and subsidiary to the same, such as a garage, shed, barn, or solarium, each dwelling prior to occupancy shall have a running water system and a sewage disposal system, both of which shall conform to the State of Maine Plumbing Code.

3. Housing Restrictions. No mobile homes, duplex residences or apartment houses shall be erected or placed on any Lot and no buildings shall be altered or converted into a duplex residence or an apartment house, however, a modular house or mobile home may be placed on Lot 1 and Lot 7 only. The owners of Lot 1 and of Lot 7 shall not be required to pay association fees to the Association hereinafter designated due to the separate entrance and exit onto Waterboro Road. The owners of Lot 1 and of Lot 7 shall not utilize Caroline Crossing or any common land or open space in the Subdivision.

4. Minimum dwelling areas. The area of any dwelling exclusive of porches, breezeways, and garages shall not be less than 1,200 square feet.

5. Other structures, vehicle and business restrictions. No trailers, mobile homes, tents or temporary dwellings, structures or enclosures of any kind or size shall be placed, erected or maintained on any of the Lots. Vehicles, which do not have a current State inspection sticker, may not be stored out of doors on any Lots. No trade, business profession, or commercial trade of any nature shall be conducted on the Lots unless it is conducted within the residence located on the Lot and is not advertised on the Lot except that the Lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

6. Completion of Construction. All exterior construction work on any buildings or other structures, including restoring the premises and landscaping, shall be completed within twelve (12) months from the date construction, including excavation, begins.

7. Homeowners Association. There shall be formed the Three R's Homeowners Association, a non-profit, non-stock association organized and existing under the laws of the State of Maine (hereinafter referred to as "the Association"). Each owner of a Lot, except the owners of Lot 1 and of Lot 7 only, shall automatically become a Member of the Association as long as he or she continues as the owner of the Lot. Upon termination of the interest of an owner in a Lot, his or her membership and any interest in the Association shall thereupon automatically terminate and transfer and inure to the next owner of his or her Lot succeeding him or her interest. Each owner of a Lot shall be bound by the by-laws of the Association, as the same may be amended from time to time, and each owner of a Lot shall comply strictly with said by-laws of the Association. No holders of mortgages on a Lot shall be considered a Lot owner until such holder shall acquire title to the Lot by foreclosure, by deed in lieu of foreclosure or by maintaining possession of the Lot.

In consideration of the payment of an Annual Fee as hereinafter defined by the owner of such lots to the Association, the Association shall perform the maintenance, improvement, clearing and repair of and snow removal from and the cost of labor, equipment, materials, and management and supervision thereof relating to Caroline Crossing as depicted on said Plan.

8. Annual Assessments. There shall be Assessments to each of the Lot owners, except the owners of Lot 1 and Lot 7 only, by the Association for the maintenance, resurfacing, improvement, clearing and repair of and snow removal of and the cost of labor, equipment, materials, and management and supervision thereof relating to Caroline Crossing and for such other purposes.

including the maintenance, conservation, and preservation of all Open Space or Common Land and any structures or buildings thereon accessory to non-commercial recreational or conservation uses, as shall be permitted by the by-laws of the Association (hereinafter referred to as "road expenses"). No later than thirty (30) days prior to each Annual Meeting of the members of the Association, the Board of Directors shall estimate the road expenses and any expenses for the Open Space of Common Land for the following calendar year and shall present such estimates to the members at their Annual Meeting as the proposed annual budget for such calendar year. The annual assessment shall be approved by the members of the Association at their annual meeting. All assessments shall be billed no later than the second Wednesday in December in each calendar year by the Treasurer of the Association. All assessments shall be due no later than the succeeding January 1st.

9. Special Assessments. The members of the Association may from time to time at special meetings levy additional assessments for road expenses by the same majority of votes as required for the annual assessments

10. Delinquency. If either the annual or special assessment shall not be paid within 30 days after the due date, then the assessment shall be delinquent and shall, together with interest at annual rate of 15%, costs of collection, and attorney fees, be an obligation of the Lot owner and shall bind the Lot owner, his heirs and assigns and the Association has the authority to lien the Lot and take any legal action necessary to collect the assessment, interest thereon, costs of collection and attorney fees.

11. Open Space or Common Land. All open space, common land, and facilities or improvements thereon, shall be owned in common by the Lot owners who are members of the Homeowners Association which has as its principal purpose and responsibility the maintenance, conservation or preservation of open space or common land in essentially its natural condition. The Declarant shall maintain control of the Open Space or Common Land and shall be responsible for its maintenance until development sufficient to support the Association has taken place. Further subdivision of the Open Space or Common Land or its use for other than non-commercial recreation or conservation purposes, except for easements for underground utility, shall be prohibited. Structures and buildings accessory to non-commercial recreational or conservation uses may be erected on the Open Space or Common Land.

12. Animals. Except for Lots 1 and 7, no boarding or breeding kennels may be kept or maintained on any of the Lots and no hoofed animals, including but not limited to horses, cows or pigs, shall be allowed on said Lots.

13. Prohibition of Subdividing of Lots. No lot shall be further subdivided.

14. Maintenance. All lots, including any common areas, shall be maintained in a neat, attractive manner and kept in good repair. If any lots have septic systems, they shall be properly kept and maintained in compliance with all federal, state and local requirements and in compliance with the provisions of this Declaration.

15. Compliance with Ordinances. All construction activities, including the siting of buildings, septic systems, and water supply shall be in accordance with all local, state, and federal laws, codes, ordinances, and regulations.

16. Utilities and Drainage Easements. Declarant reserves the right to grant easements for utility or drainage purposes, to enter onto any lot for the purpose of constructing, reconstructing, installing, replacing and maintaining the underground utilities therein, including drainage easements or ditches, if required, and to extend, connect to, and use in common any previously installed utility or drainage easement or ditch by the Lot Owner, providing that promptly after each such entry the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry, except for drainage easements or ditches.

ARTICLE B-GENERAL PROVISIONS

1. Duration. The covenants and restrictions as set forth in this Declaration shall run with and bind the land, for the benefit of the lot owners and for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns

2. Rights of Declarant. The Declarant shall be RRR Enterprises, Inc. or its successors or assigns. The Declarant reserves the right until the construction, marketing, and sale of all lots is completed to:

(a) Change the size, number and location of lots, drainage easements, road right-of-way, and other improvements, and the size, layout and location of any lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default. The change or changes shall be effective upon the recording of any amendment to this Declaration or the filing of a modified subdivision plan indicating the changes made. Any modification or revision of the Subdivision Plan shall require Town of Hollis, Maine Planning Board approval prior to implementation.

(b) Locate on the premises, even though not depicted on the Plan, 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 television, fuel oil, natural gas and sewer.

(c) Connect with and make use of utility lines, wires, pipes and conduits, located in the Subdivision for construction and sale purposes.

(d) Connect with and make use of the roads as shown on said Plan.

(e) Place "For Sale" signs or other signs to aid in marketing of the lots and dwellings thereon.

3. Enforcement. The provisions herein set forth shall run with the land and shall bind the Lot Owners of Lots 1 through 7 inclusive and shall bind Declarant, its successors, grantees and assigns, and all parties claiming by, through or under it. Declarant, its successors or assigns, and each owner or owners of any of the lots from time to time shall have the right, but not the obligation, jointly or separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the provisions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in the Plan any structure which is and remains in violation of the provisions above set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant, its successors or assigns, shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owners and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, its successors or assigns and such owners, to enforce any of the provisions herein set forth as to a particular violation be deemed a waiver of the right to do so as to any subsequent violations.

4. Separate Provisions. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

5. Notices. Each owner of said lots in Three R's Subdivision shall file the correct mailing address or any changes of address of such owner with Declarant and the Three R's Homeowners Association. A written notice or printed notice, deposited in United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

6. Amendments. This Declaration may be amended at any time by the Declarant herein.

7. Acceptance and Ratification. By the acceptance of a deed or conveyance of a Lot, each Lot owner hereby accepts and ratifies all of the provisions of this Declaration and each Lot owner further accepts the authority of the Association to enforce the provisions contained herein. All of the provisions herein shall be deemed to run 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 provisions were recited and stipulated in the deed or conveyance of a Lot.

IN WITNESS WHEREOF, RRR ENTERPRISES, INC., has caused this instrument to be signed in its corporate name, by its President, *Robert M. Hanson* hereunto duly authorized and hereby set its hand and seal on the date hereinabove designated.

WITNESS:

R L Borley

Robert M. Hanson
BY: *Robert M. Hanson*
ITS PRESIDENT

State of Maine
Cumberland, ss.

Personally appeared the above named Robert M. Huns in his/her said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of RRR ENTERPRISES, INC..

Before me,


Notary Public/Attorney at Law
Andrew L. Broadbent
Printed Name

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Andrew Broadbent

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