

49348.

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS AFFECTING  
MAY MEADOW WOODS SUBDIVISION  
IN THE TOWN OF GRAY  
COUNTY OF CUMBERLAND AND  
STATE OF MAINE

THIS DECLARATION is made this 2 day of August, 1993, by MAY MEADOW, INC., a Maine corporation with a principal place of business in Falmouth, County of Cumberland and State of Maine (the "Declarant").

INTRODUCTION

The Declarant is the owner of certain land located in the Town of Gray, County of Cumberland and State of Maine (the "Land"), as more particularly described in Final Subdivision Plan recorded in the Cumberland County Registry of Deeds in Plan Book 193, Page 3 (the "Plan"). The Declarant has subdivided a portion of the Land for residential development as the May Meadow Woods Subdivision, including Lots 1 through 44 and related roadways, common areas and open spaces (the "Subdivision"), all as shown on the Plan. The subdivision does not presently include any portion of the Land identified on the Plan as "land to be Retained by Developer." Some or all of such land may be added to the Subdivision as hereinafter provided.

This Declaration is an agreement among the Declarant, as owner of the Subdivision, the May Meadow Woods Homeowners' Association (the "Association") and the individual purchasers of Lots in the Subdivision ("Owners"). It contains covenants and restrictions on the use of each Lot, and the open spaces. Its purpose is to assure each purchaser that the buildings on and use of each Lot sold in the future will be of the same character and quality as those Lots already sold and to assure the Declarant and the Town of Gray that the maintenance and use of the buildings and Lots already sold will also continue in the same character and quality.

ARTICLE I  
COVENANTS AND RESTRICTIONS

Each Lot conveyed in the Subdivision shall be subject to the following covenants and restrictions, which shall run with the land and be binding upon the Declarant, Owners and their respective heirs, successors and assigns, except mortgagees prior to foreclosure or possession in accordance with applicable law, as though each such provision were recited in full in each and every deed or other conveyance of each such Lot. The purchase of any Lot, or the entering into occupancy of any Lot, in the Subdivision shall be deemed to signify that the provisions contained and referred to herein and in the Bylaws of the Association and any subsequent revisions by the Association are ratified and accepted by such Owner or occupant.

1. Permitted Use. Only single family residential use shall be permitted on each Lot except for the limited use of up to one (1) home occupation per dwelling, if such home occupation is in accordance with the terms of the Gray Zoning Ordinances. No trailers or mobile homes shall be allowed on any of the Lots.

2. Completion of Construction. All buildings to be constructed on any Lot in the Subdivision shall be completed within one (1) year after construction has begun.

3. Builder; House Style; Plans. The construction of the dwelling on each Lot shall be undertaken by a builder or builders, and shall be of a style and according to plans, approved by Declarant.

4. Building Envelope. The construction of all buildings on each Lot shall be within the building window designated on the Plan for such Lot.

5. Nuisance. No refuse piles, unsightly objects, or junk or scrap shall be allowed to be placed on or permitted to remain on any part of the Lots or any other portion of the Subdivision. No owner of any Lot shall do or permit to be done any act which may be, or is, or may become a nuisance.

6. Tree Cutting. No trees shall be cleared on any Lot except in the building windows depicted on the Plans. Outside the building windows only dead, windblown, or hazardous trees may be cut.

7. Vehicles. No stripped or junk vehicles shall be placed or maintained on the premises. Owners may have on their Lots not more than one unregistered vehicle at any given time.

8. Common Area. Development of the common area shall be restricted to that shown on the Plan unless approved by the Department of Environmental Protection.

9. Wires. All telephone and electric wires and other utilities within the boundaries of each Lot shall be laid underground at the expense of the Owner of such Lot.

10. Animals. No swine or poultry shall be kept, raised or maintained on any Lot.

## ARTICLE II COMMON USE IMPROVEMENTS

1. Common Use Improvements. The "Common Use Improvements" shall consist of the Open Spaces designated on the Plan and the roadways and drainage easements in the Subdivision prior to their dedication to and acceptance by the Town of Gray. Each Lot Owner shall have the right to use, in common with the other Owners, all

Common Use Improvements subject to the terms and conditions hereof. Each Lot shall include an equal and undivided interest as tenant-in-common with all other Lot Owners in the Open Spaces, whether or not referenced in the deed conveying such Lot. The interest of each Lot Owner in the Open Spaces shall be appurtenant to the Lot so owned, and shall be sold by such Owner and each and every successive owner together with such Lot, and shall not be severed therefrom, either voluntarily or involuntarily, nor shall any Lot Owner have a right of partition with respect to the Open Spaces.

2. Roadways. The Declarant shall complete construction of the roadways of the Subdivision consisting of May Meadow Drive, Cobbs Crossing and Jessi Lane and related stormwater control facilities, all in compliance with applicable laws and standards. Upon dedication of such roadways and stormwater control facilities, and acceptance of such roadways and stormwater control facilities by the Town of Gray, the Declarant's obligation and liabilities with respect to the same shall thereon cease, except as specifically provided to the contrary. Until such dedication and acceptance are accomplished, all members of the Association shall have the right to use the roadways and stormwater control facilities in common with the other members, subject to the terms and conditions hereof.

3. Open Spaces. The Open Spaces, as depicted on the Plan, shall be used only for recreational, agricultural or other outdoor living purposes, and for preserving natural features including but not limited to large trees, tree groves, woods, ponds, streams, glens, rock outcrops, natural plant life and wildlife cover and deer yards. The use of the Open Spaces shall be further limited as set forth more particularly on the Plan, and shall be subject to such rules as may be promulgated from time to time by the Association and to the terms and conditions of a certain Deed of Conservation & Recreation Easement by and among Declarant, the Association and the Gray Conservation

Commission, to be recorded in the Cumberland County Registry of Deeds (the "Conservation Easement").

ARTICLE III  
EASEMENTS

1. The Lots shall be sold subject to all easements identified and depicted on the Plan, including but not limited to the following:

- A. Utility Easements. Utilities shall include electrical power, telephone and cable television.
- B. Drainage Easements. Drainage easements as depicted on the Plan shall be part of the overall drainage system for the Lots and roadways in the Subdivision. The roadway drainage easements shall be maintained by the Town of Gray and the other drainage easements shall be maintained by the Association, in each case to allow the continued unrestricted movement of surface and stormwater runoff.
- C. Detention Ponds and Easements. The detention pond easements shall be as depicted on the Plan. All detention ponds shall be maintained by the Association as designed and constructed by the Declarant to allow for the orderly collection and distribution of surface and stormwater runoff as part of the overall surface drainage system for the Subdivision. In maintaining said detention ponds, the Association shall meet the minimum maintenance standards therefor as established from time to time by the Maine Department of Environmental Protection.

D. Conservation Easement. The Open Spaces, as depicted on the Plan, shall be subject to the Conservation Easement referred to at Article II (3) hereof.

2. Scope of Easements. All Lot conveyances in the Subdivision shall be and hereby are subject to the reservations by Declarant, its successors and assigns, of the benefits and burdens of all easements referenced herein, together with the following rights, which shall supplement and shall not replace any other rights of records:

- A. To install, relocate, modify, repair and maintain improvements incident to any subject easement, including without limitation removal of vegetation and excavation. Such improvements shall be installed and maintained in the most attractive fashion practicable, and reasonable effort shall be made to restore any such area to its original condition following a disturbance of an easement area incident to a permitted activity. Such restoration shall be conducted in a timely and workmanlike manner entirely at the expense of the burdened party.
- B. Maintain access to and through any subsequent easement consistent with the purpose of such easement.
- C. Conduct any other activity related to or within the scope of any specific type of easement.

3. Assignment of Easements. The Declarant shall assign to other entities certain easement rights and obligations:

- A. Easements to be assigned to the Town of Gray include any drainage easements or detention ponds shown on the Plan.
- B. Easements to be assigned to certain public utilities include installation and maintenance easements for electricity, telephone and public cable.
- C. Easements to be assigned in common to individual Lot owners include drainage and detention area easements.

ARTICLE IV  
NON-PROFIT CORPORATION

Each Owner, and the heirs, successors and assigns of such Owner, shall, by virtue of and during such ownership, be a member of the Association.

ARTICLE V  
POWERS OF MAY MEADOW WOODS HOMEOWNERS' ASSOCIATION

The Association shall have the following powers and duties:

- 1. To protect and retain, improve and repair the natural, scenic, recreational or open space values of the Open Spaces, and to assure the availability of the Open Spaces for uses as described in Article II (3) hereof.
- 2. To insure the Common Use Improvements upon terms and with a company or companies acceptable to the Board of Directors of the Association.
- 3. To manage, operate, maintain, inspect, repair and replace the Common Use Improvements, including the roadways until the same are dedicated to and accepted by the Town of Gray.



4. To maintain, inspect, repair and replace the sign and its light bulbs and appurtenant improvements on the Open Spaces abutting May Meadow Drive.

5. To establish and collect from its members assessments of any types sufficient to perform its powers and duties hereunder and under the Bylaws.

6. To compel any Lot Owner by any lawful means, including an action at law or in equity, to correct any deficiency, malfunction or other problem on the Lot Owner's property which affects the operation or integrity of the Common Use Improvements or violates any provision of the Declaration, the Conservation Easement or Bylaws or the Association may correct the same itself, and may recover all expenses by special assessment against the Lot Owner.

7. To establish procedures by which payment of all assessments, together with interest thereon and the cost of collection, can be required. All assessments, together with the interest thereon and costs of collection thereof, shall be a charge on the Lot with respect to such assessments and shall constitute a lien on such Lot, which may be foreclosed in the same manner as a mortgage, and shall be the personal obligation of the Lot Owner.

8. The Association shall not divest itself of responsibility for the Common Use Improvements except (i) by transfer of such responsibility to a duly constituted public body, or (ii) upon approval by the Gray Planning Board of the discontinuance of such Common Use Improvements.



ARTICLE VI  
DURATION

All of the covenants, conditions and restrictions set forth herein shall run with the land, and shall be binding upon the Owners of Lots, their heirs, successors and assigns, and the occupants and residents thereof, and upon the Owner of the Common Use Improvements, its successors and assigns.

ARTICLE VII  
DECLARANT'S RIGHTS

The Subdivision and all property and other rights to be conveyed by Declarant to the Association or to the Gray Conservation Commission as described herein are conveyed subject to the following reservation of rights running in favor of Declarant, its successors and assigns:

1. Until the initial sale by Declarant of each and every Lot in the Subdivision, Declarant may:

- A. Modify any Lot not then conveyed by Declarant, according to the requirements of applicable laws pertaining to zoning and modification of approved or pending subdivisions, which modifications shall be recorded in the Cumberland County Registry of Deeds.
- B. Have full benefit of any property or rights incident to membership in the Association, including without limitation, connections with and use of utilities and use of roadways and easements.
- C. Operate in a tasteful manner Lot sale promotional efforts including the erection of signs, operation of a sales office in a dwelling to be constructed, and construction of two (2) model homes.

2. Until the initial sale by Declarant of at least eighty percent (80%) of the total number of Lots in the Subdivision, Declarant, its successors and assigns, shall have the right to appoint and remove all or any officers or directors of the Association and to veto any action by the Association or any body or agent acting on behalf of the Association.

ARTICLE VIII  
RESERVED DEVELOPMENT RIGHTS

1. Right to Add Property. The Declarant reserves the right, so long as it is the owner of any Lots, to increase the size of the Subdivision from time to time by adding thereto all or a portion of the Land not constituting part of the Subdivision (the "Addible Land"). Declarant makes no representations or assurances that any part of the Addible Land will become part of the Subdivision, and Declarant retains the right to develop, subdivide, sell or otherwise deal with the Addible Property in such manner as it may determine in its sole and absolute discretion.

2. Procedure. The Declarant may add all or part of the Addible Land to the Subdivision by recording an amendment hereto specifying the portion of the Addible Land so added (the "Added Land"), which amendment shall be recorded in the Cumberland County Registry of Deeds.

3. Effect. Upon recording of the amendment referenced in Section 2, the Added Land shall become a part of the Subdivision. The Added Land shall be subject to and have the benefits of all of the provisions of this Declaration. Without limiting the generality of the foregoing: (a) all Lots in the Added Land shall be Lots for all purposes of this Declaration, (b) the Owners of such Lots shall have the rights, privileges and responsibilities of all other Owners, including but not limited to membership in

the Association, use of the Common Use Improvements and obligation to pay assessments, and (c) any Common Use Improvements in the Added Land shall be held and administered as Common Use Improvements under this Declaration.

4. Assignability. The Declarant may assign all or a part of its rights under this Declaration.

## IX

### MISCELLANEOUS

1. Amendment. Until such time as the Declarant no longer owns any of the Lots, the Declarant shall have the right to amend the provisions set forth in this Declaration for any particular Lot or group of Lots provided that any such amendment does not interfere with preserving the residential character of the Subdivision nor alter the intent of this Declaration or conflict with the Gray Planning Board Subdivision Approval. Thereafter, the provisions of this Declaration may from time to time be amended or revised (i) upon the written consent of at least one of the record owners of not less than Sixty-Seven percent (67%) of the numbered Lots, and (ii) upon the approval of the proposed amendment by the Town of Gray. Each amendment to this Declaration shall become effective upon recording thereof in the Cumberland County Registry of Deeds. No amendment to this Declaration shall vary, interfere with or jeopardize the Subdivision's compliance with the provisions of the Gray Land Subdivision Ordinance, the Gray Cluster Housing Ordinance, or any successor provision, or diminish the capacity of the Association to manage the Common Use Improvements except as may be approved by the Gray Planning Board.

2. Separability. Each and every provision contained herein shall be considered to be independent and separate, and in the event that any one or more shall for any reason be held to be invalid or unenforceable, all the remainder hereof shall nevertheless remain in full force and effect.

3. Enforcement. Covenants, conditions and restrictions in this Declaration shall be enforceable by Declarant or the Association, and the easements by the easement holders thereof, or the Owners of all Lots on the Plan.

4. Waiver. The failure to enforce any provisions hereof shall not be deemed a waiver of the right to do so as to any continuing or subsequent violation.

5. Benefit. The provisions of this Declaration have been adopted for the benefit of the Owners of Lots in May Meadow Woods, Gray, Maine.

IN WITNESS WHEREOF, May Meadow, Inc., by David Jones, its President thereunto duly authorized, has caused this instrument to be executed as of the day and year first above written.

MAY MEADOW, INC.

Telina Slutskaya  
Witness

By: David H. Jones  
Its President

COMMONWEALTH OF MASSACHUSETTS  
Middlesex, ss:

August 2, 1993

personally appeared the above named David Jones, President of MAY MEADOW, INC. as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said MAY MEADOW, INC.

Before me,

Recorded  
Cumberland County  
Registry of Deeds  
08/11/93 12:00:41PM  
John B. O'Brien  
Register

Rita Antonellis  
Notary Public  
Rita Antonellis  
Print Name

My Commission Expires: 8/2/96

MLS/49899.AA9