 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	<b>26324</b>

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

**This Commitment shall not be valid or binding until countersigned by a validating officer or an authorized signatory.**

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**

*Dennis J. Gilmore*      *Jeffrey S. Robinson*

Dennis J. Gilmore, President      Jeffrey S. Robinson, Secretary

COUNTERSIGNED:

*[Signature]*  
\_\_\_\_\_  
Authorized Signatory


Douglas Title Company  
Type Agent's Name

(This Commitment is valid only when Schedules A and B are attached)      This jacket was created electronically and constitutes an original document

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and Exclusions from Coverage of the form of policy or policies committed or in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	<b>26324</b>

File No.: 26324

1. Effective Date: December 19, 2014 at 4:30 PM
2. Policy (or Policies) to be issued:



	<u>AMOUNT</u>
a. <input checked="" type="checkbox"/> Eagle Owner Policy (06/17/06)	\$ 425,000.00

Proposed Insured:  
John W. Knight and Erin C. Knight

b.

Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE and title is at the Effective Date vested in:  
Brian Mark Connelly and Ann R. Connelly, formerly known as Ann Rudisill Tourigny and Ann R. Tourigny, by virtue of warranty deed from Ann Rudisill Tourigny a/k/a Ann L. Tourigny, dated February 18, 2011 and recorded in the Cumberland County Registry of Deeds in Book 28546, Page 149.
4. The Land referred to in this Commitment is described as follows: 11 Kingsmark Lane, known as Lot No(s). 1 in the Stroudwater Point Subdivision, in the City of Portland, County of Cumberland, State of Maine and is described as set forth in the Exhibit "A" attached hereto and made a part hereof.


Douglas Title Company

By:    
Douglas Title Company

(This Schedule A valid only when Schedule B is attached)

**EXHIBIT A**  
**11 Kingsmark Lane, Portland, Maine**

A certain lot or parcel of land with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, being more particularly bounded and described as Lot 1 delineated on plan entitled "Recorded Plat, Stroudwater Point; Kingsmark Lane, Portland, Maine" dated September 23, 1987, revised through December 15, 1987, made by Owen Haskell, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 168, Page 28.


 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	<b>26324</b>

File No.: 26324

**REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
  - a. Deed from Brian M. Connelly and Ann R. Connelly to John W. Knight and Erin C. Knight
3. Mortgage from Ann Rudisill Tourigny and Brian Mark Connelly to MERS, Inc., as nominee for Reliant Mortgage Company, LLC dated February 18, 2011 and recorded on February 24, 2011 in Book 28546, Page 150 must be properly discharged.
4. Open-end mortgage from Ann R. Tourigny to TD. Banknorth, N.A. dated August 6, 2007 and recorded on August 24, 2007 in Book 25415, Page 245 must be properly discharged.

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	<b>26324</b>

File No.: 26324

**EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Real estate taxes and municipal charges as follows: The City of Portland reports that taxes for 7/1/14-6/30/15 are \$7,608.00 and are paid through 12/31/14. Taxes are next due 3/15 and 9/15. Tax Map 227-E-19.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
7. Any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.
8. Owner Policy Only: Shortages in acreage or area which a correct survey would disclose, and which are not shown by the public records.

## SCHEDULE B, SECTION 2 EXCEPTIONS CONTINUED

9. Notes, easements and such state of facts set forth on plan entitled "Stroudwater Point, Kingsmark Lane, Portland, Maine" for Berma Partnership dated September 23, 1987, revised through December 15, 1987, and recorded in Plan Book 168, Page 28.
10. Terms and provisions of Declaration of Protective Covenants and Common Easements by Berma Partnership dated August 11, 1988 and recorded in Book 8425, Page 250.
11. Terms and conditions set forth in deed from Lawrence C. Butler to Berma Partnership dated December 23, 1987 and recorded in Book 8119, Page 251.
12. Easement Deed from Berma Partnership to Central Maine Power Company and New England Telephone and Telegraph Company dated May 24, 1988 and recorded in Book 8444, Page 227.
13. Rights and easements granted to Central Maine Power Company in instrument dated August 23, 1956 and recorded in Book 2326, Page 190.
14. Agreement between Berma Partnership, Bryan L. and Allison Beck and Gerald S. and Jacqueline Robinov dated July 7, 1988 and recorded in Book 8425, Page 260.
15. Rights and easements granted to Portland Water District in instrument dated August 29, 1988 and recorded in Book 8490, Page 165.
16. Rights and easement granted to Central Maine Power Company in instrument recorded in Book 2378, Page 109.
17. Rights, easements, exceptions, covenants, restrictions, reservations and such matters set forth in deed dated December 9, 1929 and recorded in Book 1336, Page 10.
18. Rights and easements granted to City of Portland by instrument dated September 17, 1957 and recorded in Book 2378, Page 257.
19. Rights and easements granted to Central Maine Power Company by instrument dated June 12, 1951 and recorded in Book 2048, Page 142.
20. Rights and easements granted to Portland Water District by instrument dated March 23, 1976 and recorded in Book 3859, Page 164.
21. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated September 9, 1950 and recorded in Book 2028, Page 123.

22. Rights, easements, exceptions, covenants, restrictions, reservations and such matters set forth in deed from Berma Partnership to Stephen M. Talbot dated April 18, 1991 and recorded in Book 9528, Page 234.



THIS IS NOT A BOUNDARY SURVEY

**INSPECTION OF PREMISES**

I HEREBY CERTIFY TO Douglas Title Co.

11 Kingsmark Road  
Portland, Maine

Job Number: 426-58

Inspection Date: 12-19-14

Scale: 1" = 30'

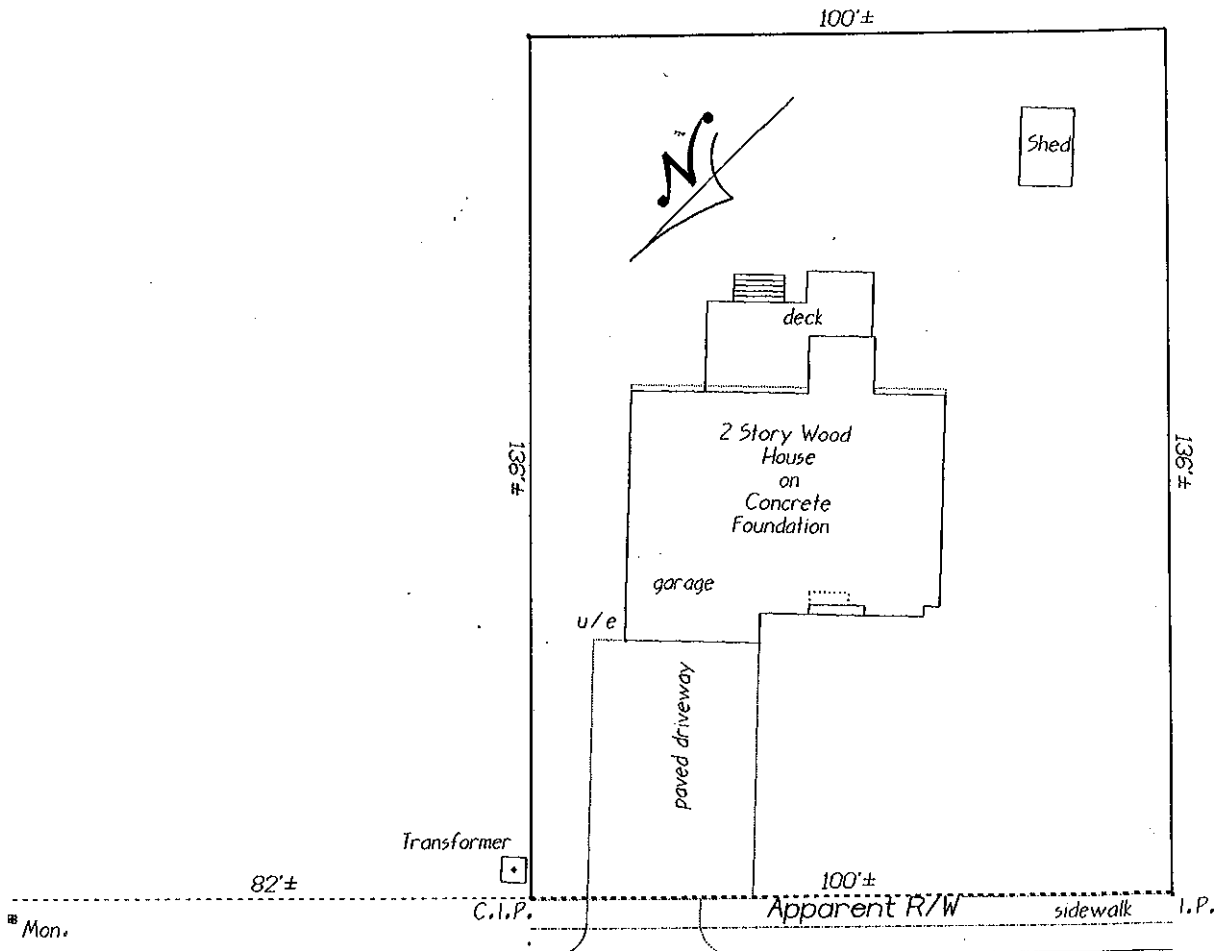
The monumentation is ~~not~~ in harmony with current deed description.

The building setbacks are ~~not~~ in conformity with town zoning requirements.

The dwelling does not ~~appear to~~ fall within the special flood hazard zone as delineated by the Federal Emergency Management Agency.

The land does not ~~appear to~~ fall within the special flood hazard zone as indicated on community-panel # 230051 0012 B.

BUYER: John W. &  
Erin C. Knight  
SELLER: Brian M. &  
Ann R. Connelly



Kingsmark Road  
(bituminous)

Westbrook Street →

THIS PROPERTY IS SUBJECT TO ALL RIGHTS AND EASEMENTS OF RECORD. THOSE THAT ARE EVIDENT ARE SHOWN. THIS PLAN MIGHT NOT REVEAL CONFLICTS WITH ABUTTING DEEDS.

**Bruce R. Bowman**

INCORPORATED  
130 Granite Ridge Road  
New Gloucester, Maine 04260  
Tel./Fax (207) 926-8013



PLAN BOOK 168 PAGE 28 LOT 1  
DEED BOOK 28544 PAGE 149 COUNTY Cumberland

THIS PLAN IS NOT FOR RECORDING Drawn by: BRB

MAINE REAL ESTATE TRANSFER TAX PAID

15751

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that BERMA PARTNERSHIP, a Maine general partnership, having a place of business at Gorham, County of Cumberland and State of Maine, for consideration paid, grants to STEPHEN M. TALBOT, of Portland, County of Cumberland and State of Maine, having a mailing address of 40 Bernard Road, Portland, Maine 04103, with warranty covenants, as sole owner, the land in Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:

A certain lot or parcel of land with any buildings thereon situated in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as Lot 1 delineated on plan entitled "Recording Plat, Stroudwater Point, Kingsmark Lane, Portland, Maine," dated September 23, 1987, revised through December 15, 1987, made by Owen Haskell, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 168, Page 28.

This conveyance is made subject to and with the benefit of the following items:

#

1. Terms and conditions noted on said Plan.
2. Terms and conditions of Declaration of Protective Covenants and Common Easements by Berma Partnership dated August 11, 1988, and recorded in said Registry of Deeds in Book 8425, Page 250.
3. Terms and conditions contained in the deed to Berma Partnership by Lawrence C. Butler dated December 23, 1987, and recorded in said Registry of Deeds in Book 8119, Page 251.
4. Terms and conditions contained in an Easement Deed from Berma Partnership to Central Maine Power Company and New England Telephone and Telegraph Company dated May 24, 1988 and recorded in the Cumberland County Registry of Deeds in Book 8444, Page 227.
5. Rights and easements granted to Central Maine Power Company as set forth in instrument dated August 23, 1956 and recorded in said Registry of Deeds in Book 2326, Page 190.

6. Terms and conditions of an agreement between Berma Partnership, Bryan L. and Allison Beck and Gerald S. and Jacqueline Robinov dated July 7, 1988 and recorded in said Registry of Deeds in Book 8425, Page 260.

7. Rights and easements granted to Portland Water District as set forth in instrument dated August 29, 1988 and recorded in said Registry of Deeds in Book 8490, Page 165.

8. The above-described lot is further conveyed subject to the condition that, prior to commencement of construction of a dwelling on the above-described premises, the Grantees shall submit to the Grantor or its agent the following: (a) a site plan showing the proposed location of such dwelling, the driveway, all walks, patios, landscaping and any proposed tree cutting, (b) floor plans for the dwelling and (c) elevation plans showing all facades of all buildings to be constructed. The Grantor or its agent shall approve such plans provided that they conform to the terms and conditions of the above-referenced Declaration, as the same may be amended from time to time, and the Grantor or its agent determines, in its sole discretion, that construction in accordance with such plans will not be detrimental to the Stroudwater Point development, and the dwelling shall be constructed only in conformity with such approved plans. Upon completion of construction as evidenced by a Certificate of Occupancy issued by the City of Portland, the Grantee shall be deemed to have complied with this condition, unless the Grantor or its agent shall have recorded in the Cumberland County Registry of Deeds within 30 days of the issuance of said Certificate of Occupancy an affidavit stating otherwise.

9. Any and all other encumbrances of record.

Excepting and reserving to the Grantor, its successors and assigns, however, utility and drainage easements typical of residential subdivisions, including but not limited to, the perpetual right and easement, in common with others, to construct, lay, relay, repair, maintain, expand, replace, locate, relocate and remove utility and drainage pipes and mains, poles and wires, with all necessary fixtures and appurtenances thereto, upon, under or over the area labelled "Drainage Easement" on the Plan, and upon, under or over any other portion of the above-described lot; together with the perpetual right and easement, in common with others, to pass and repass on foot and with vehicles on, over and upon such lot at any and all times for the above-described purposes. The Grantor, its successors and assigns, agree that any such easement shall be located either in substantially the same location a such facility or facilities exist on the date

hereof, or so as not to materially interfere with the use or occupancy of the above-described lot by the Grantee, his heirs and assigns. The Grantor expressly reserves without limitation the right to convey the rights and easements reserved herein to the City of Portland, or to any public utility.

Further excepting and reserving to the Grantor herein, its successor and assigns, however, all right, title and interest which the Grantor may have in and to the fee interest in the proposed way or ways abutting the above-described premises as depicted on said Plan. The purpose of this reservation is to preserve the Grantor's rights in and to such ways pursuant to 23 M.R.S.A. § 3031(4) and 33 M.R.S.A. §§ 460 et seq.

Being a portion of the premises conveyed to Berma Partnership by deed of Lawrence C. Butler dated December 23, 1987 and recorded in said Registry of Deeds in Book 8119, Page 251.

IN WITNESS WHEREOF, the said Berma Partnership, has caused this instrument to be executed by Mark S. Plummer, its Partner, thereunto duly authorized, this 18<sup>th</sup> day of APRIL, 1991.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BERMA PARTNERSHIP

Donald P. Denny

By: Mark S. Plummer  
Mark S. Plummer  
Partner

STATE OF MAINE  
CUMBERLAND, ss

April 18, 1991

Then personally appeared the above-named Mark S. Plummer, a Partner of Berma Partnership, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Berma Partnership.

Before me,

Richard J. Denny  
Notary Public  
~~Attorney-at-Law~~

SEAL

Recorded  
Cumberland County  
Registry of Deeds  
04-19/91 10:36:54am  
Robert P. Titcomb  
Register

MARTHA T. WEAVER  
Printed Name

DX 8425 PG 0250

040261

STROUDWATER POINT

DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS

BY

BERMA PARTNERSHIP

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS made this 11<sup>th</sup> day of August, 1988, by Berma Partnership, a Maine general partnership with a place of business in Portland, Maine (hereinafter called "Declarant"); and

WHEREAS, Declarant owns certain real property located in Portland, Cumberland County, Maine (the "Property") shown upon a certain plan entitled "Stroudwater Point", prepared by Owen Haskell, Inc., dated September 23, 1987, and revised through December 15, 1987 and recorded in the Cumberland County Registry of Deeds in Plan Book 168, Page 28 (hereinafter called the "Plan"); and

WHEREAS, Declarant desires to assure quality standards for the wholesome development of the Property and to promote the interest and welfare of each owner of a part of the Property (the "Owners") and therefore desires to subject the Property to protective covenants and common easements 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

PROTECTIVE COVENANTS AND RESTRICTIONS

Each conveyance of a numbered lot shown upon the Plan (the "Lot") shall henceforth be subject to the following protective covenants and restrictions:

1. Residential Uses: Subject to the rights of the Declarant to develop and sell the Lots and such other rights of the Declarant as

are set forth in this Declaration, each Lot shall be used only as a single family residence, and no commercial enterprise of any nature or description shall be conducted or maintained thereon.

2. Residential Buildings: No building other than a single family residence and related accessory structures shall be constructed, maintained or occupied on any Lot and no more than one such single family residence shall be maintained at any time on any Lot. Such single family residence shall have a minimum above ground living area exclusive of any porches, garages or basements, of 2,000 square feet, if a two story residence, and of 1,750 square feet, if a one story residence. Such residences shall be erected with a continuous foundation and shall include a heating system for year-round occupancy.

3. Exterior of Buildings and Roofs: No building erected on any Lot shall be covered with tar paper, asphalt siding or corrugated metal siding, but shall be covered with clapboards, shingles, brick, vinyl siding, or similar suitable materials. Roofs of all buildings erected on the Lots shall be pitched. Further, any building erected on any Lot shall be constructed in compliance with all applicable federal, state and local building ordinances and codes, including, but not limited to any building setbacks.

4. Construction of Residences: All exterior construction of buildings on any Lot shall be completed within one (1) year from the date that construction, as evidenced by excavation of the foundation, commences. All landscaping and grading and construction of a paved or crushed gravel driveway shall be completed within six months of occupancy by the initial Owner.

5. Temporary Structures: No building of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, provided, however,

(i) Declarant reserves to itself, its successors and assigns, the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property as in its sole discretion may be necessary or convenient while selling other Lots in the subdivision. Such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(ii) One dog house is permitted on each Lot, so long as said dog house is not of unreasonable size and is placed on the Lot so as not to be visible from the front street side of the residence on the Lot.

6. Campers, Motor Homes and Boats. Trucks, campers, motor homes, trailers, and other such vehicles (whether or not operable) may

be parked, kept or stored on any Lot only if parked in an enclosed garage, but may be parked on any street for not more than forty-eight (48) hours during any seventy-two (72) hour period. Boats (whether powered, sail or otherwise) may not be parked, kept or stored forward of the back building line of any Lot. No junk vehicles or other vehicles which do not display a current state motor vehicle registration may be kept or maintained on the Property. All-terrain vehicles, trail bikes, snowmobiles and similar vehicles shall not be operated on the Property. Except in the development and sale of the Lots by the Declarant, no business or commercial vehicles or vehicle of similar nature shall be brought upon, or be maintained, or be permitted to remain on the Property except that a business or commercial vehicle normally used by an Owner in his or her occupation may remain on the Property provided said vehicle is parked in an enclosed garage.

7. Animals: No poultry, swine, livestock or other animals shall be kept on the Property, except household pets of the kind and number normally housed in a residence. All pets shall be restrained so as not to become noisome or offensive to neighbors and shall not be allowed off of their owner's Lot, except on a leash or other restraining device.

8. Rubbish and Debris: Rubbish and debris shall be stored between pickups in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the City of Portland. All such receptacles shall be kept in clean and sanitary condition. No rubbish or debris shall be permitted to accumulate on any Lot beyond a reasonable accumulation between pickups.

9. Television Antennae. No radio or television aerial wires, satellite dish or antennae shall be maintained on any portion of any Lot forward of the back building line of any Lot nor shall any free-standing antennae of any style be permitted to extend more than twenty (20) feet above the roof of the principal building on the Lot. No radio or television aerial wires or antennae shall be installed or maintained in airspace over any Lot adjoining such Owner's Lot.

10. Maintenance of Buildings. Each Owner shall maintain the exterior of the buildings on the Lot in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, screens, doors, walks, driveways, parking areas and other exterior portions of such buildings to deteriorate. Each Owner shall at all times keep all weeds and grass on the Lot cut in a sanitary, healthful and attractive manner and shall not permit weeds or grass to grow to a height greater than six (6) inches upon the Lot.

11. Drying of Clothes and Storage. Clothes shall not be hung to dry on any line, or otherwise, forward of the front building line of any Lot. The Owner of any Lot at the intersection of streets where

the side or rear of the Lot beyond the front building line is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, the storage of yard equipment, and the keeping of woodpiles or similar storage piles.

12. Signs. No signs, billboards, posters, or advertising of any character shall be erected, permitted or maintained on the Lot except (i) one sign of not more than two (2) square feet showing the name of the Owner or occupant and the name or number of the Lot and (ii) one sign, advertising the Lot for sale or rent. Under no circumstances shall any projecting signs, or any neon or brightly lit or internally lit signs be permitted on the Lot.

13. Damage or Destruction. Any building on any Lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the affected portion of the Lot restored to its natural condition without delay.

14. Compliance with Governmental Regulations. Owners shall occupy and maintain the Lots in accordance with the rules, regulations, ordinances and statutes duly enacted by the City of Portland and other governmental entities having jurisdiction over the Property. By way of example, and not by way of limitation, all siting, construction, excavation, sewage disposal, water supply and storm water drainage shall be accomplished in accordance with such applicable rules, regulations, ordinances and statutes.

15. Erosion Control. Owners shall occupy and maintain the Lots in accordance with the Erosion Sedimentation Control Program prepared by DeLuca-Hoffman Associates, Inc., dated September 14, 1987, with amendments thereto dated September 22, 1987.

16. Single Driveway. No Owner of any Lot may construct more than one driveway on his Lot.

17. Protective Zones. The "protective zones" shown on the Plan shall be subject to the following additional restrictions:

- a. No Owner or other person may add, remove, or transfer earth materials within the protective zones, unless for the purpose of drainage improvement, and then only with the prior approval of the City Engineer of the City of Portland.
- b. No cutting of trees or shrubs, whether living or dead, shall be permitted within 25 feet of the property lines of Lots 8, 9, 10, 11 and 12 abutting the Stroudwater Sanctuary.



- c. Selective removal of trees between 3 inches and 6 inches dbh shall be permitted within the protective zones, but shall be limited to thirty-three percent (33%) of the existing growth in any 10-year period. Selective removal of trees between 6 inches and 12 inches dbh shall be permitted within the protective zones, but shall be limited to 10 percent of the existing growth within any 10-year period.
- d. Selective pruning or thinning of lower limbs of existing trees and shrubs in the protective zones shall be permitted as follows:
  - (i) Dead, dying or diseased trees or shrubs shall be removed only as determined by the Declarant's landscape architect, a certified forester or the arborist of the City of Portland;
  - (ii) Removal of mature specimen growth by Declarant and the Owners shall be limited to those trees that need to be removed for construction purposes in accordance with the Plan; and
  - (iii) Selective limbing or pruning of mature growth by Declarant and the Owners shall be permitted only under the guidance of Declarant's landscape architect, a certified forester or the arborist of the City of Portland.

18. Additional Covenants Applicable to Part of Protective Zone.  
The portion of the protective zone located on Lots 13, 14, 15, 16 and 18 shown on the Plan shall be subject to those restrictions applicable to the protective zones set forth in Paragraph 17 of this Article I, and shall be subject to the additional restriction that no construction machinery or equipment shall be permitted thereon during development of the Property by Declarant. No structure shall be erected within such portion of the protective zone, except that (a) erection of playground equipment for non-commercial use by the Owner of the Lot affected, his heirs, successors or assigns, (b) construction of wooden or metal fences not to exceed five (5) feet in height and (c) planting of shrubs and trees shall be permitted within such portion of the protective zone.

## ARTICLE II

### EASEMENTS

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

- (a) The Declarant reserves the right to use any Lots owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service

offices, and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which 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 Section (b) 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, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, 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 existed at the time of first conveyance of the Lot by the Declarant or so as not to materially interfere with the use or occupancy of the Lot by its occupants.

(c) The Declarant reserves for as long as it owns any Lot, an easement on, over and under those portions of the Property not located within a building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section (c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant shall restore the affected property as closely to its original condition as is practicable.

(d) The Lots shall be and hereby are 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.

(e) All easements, rights and restrictions described and mentioned in this Article II are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating

the same) shall continue in full force and effect until the termination of this Declaration.

2. Reservation of Easement Rights. So long as the Declarant has title to 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 may be recorded by the Declarant at its sole cost and expense.

#### ARTICLE III

##### DURATION

The protective covenants and common easements and the other provisions of this Declaration as set forth herein and as may be amended from time to time, shall run with and burden the Property and shall inure to the benefit of and be enforceable by the Declarant, and any other Owners of any portion of the Property, their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time all of said provisions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the Owners of three-quarters (3/4) of the Lots has been recorded, agreeing to terminate this Declaration as of a specified date following such recording date.

#### ARTICLE IV

##### SUPPLEMENTAL DECLARATIONS

This Declaration may be amended from time to time by a Supplemental Declaration duly executed by the Declarant or the Owners of three-quarters (3/4) of the Lots, except that so long as the Declarant is the Owner of ten percent (10%) or more of the Lots, it may in its sole discretion and without joinder of any Owner amend, revise or abolish any one or more of the provisions of this Declaration by instrument duly executed and recorded in the Cumberland County Registry of Deeds. No such amendment shall render invalid any use or subdivision of and within the Property existing in accordance with this Declaration at the time of recording such Supplemental Declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration.

ARTICLE V

DISPUTES

In the event a dispute arises between two or more Owners, such Owners shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association and the result thereof shall be binding and conclusive upon the parties. Upon the written request of either party to the dispute, each party to the dispute shall appoint one person as an arbitrator to hear and determine the dispute and if two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportion as the arbitrators shall decide. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

ARTICLE VI

DECLARANT'S RIGHTS

The conveyance of the Lots to Owners shall be subject to the following reserved rights:

1. 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 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 under a purchase and sale agreement. The change or changes shall be effective upon the recording by the Declarant of an amendment to this Declaration and/or the recording by the Declarant of a modified site plan indicating the changes made.

(b) Locate on the Property, even though not depicted on the survey, 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, fuel oil and sewer.

(c) Connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sale purposes, provided that the Declarant shall be responsible for the cost of service so used.

(d) Use the ways shown on the Plan for ingress and egress and use the Property for the storage of construction materials and equipment used in the completion of the project.

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(e) Install and maintain signs and lighting for sales purposes.

(f) With respect to any Lots remaining unsold by Declarant, Declarant may let or lease such Lots to any person or persons as Declarant sees fit.

This Article VI shall not be amended without the consent of the Declarant so long as the Declarant owns any part of the Property.

#### ARTICLE VII

##### GENERAL PROVISIONS

1. Enforcement. By the acceptance of the deed to his Lot, each Owner covenants and agrees for himself, his heirs and assigns to comply with the covenants and restrictions set forth in this Declaration. Any failure to so comply shall be grounds for an action against the Owner, his heirs or assigns, to recover damages or for injunctive relief or both. Such action may be maintained by the Declarant or by any aggrieved Owner.

2. Waiver. No delay or omission on the part of Declarant or any Owner in enforcing the covenants set forth herein shall be construed as a waiver of any right to enforce or to seek such remedy or acquiescence in such breach.

3. Severability. In the event any one or more of the provisions of this Declaration shall be found for any reason by a Court of competent jurisdiction to be unenforceable or null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any other provision of this Declaration.

4. Perpetuities. If any of the covenants, restrictions or other provisions of this Declaration shall be unlawful, void or voidable because of the Rule against Perpetuities, then such provision or provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.