

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
MEADOWLARK FARM SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is made this \_\_\_\_ day of \_\_\_\_ 2021 , by Chinburg Development, LLC, a New Hampshire limited liability company, (the “Declarant”) of 3 Penstock Way, Newmarket, NH 03857, being the current owner of real property identified as Lots 1, 2, 3, 4, 5, 6, 7 and 8 and the Common Open Space and the roadway Cluster Lane, (each a “Lot,” collectively, the “Lots” or “Property”) as shown on the plan entitled, “Cluster Subdivision, Map 46, Lot 6, 21 Litchfield Road, Kittery, Maine,” prepared by Altus Engineering, Inc., dated December 23, 2020 and recorded in the York County Registry of in Plan Book \_\_\_, Page\_\_\_ (the “Plan”). The Declarant hereby adopts the following covenants, conditions and restrictions applicable to the Property.

This Declaration is made for the purposes of ensuring the most appropriate development of the Lots; to protect Owners of the Lots against the improper use of Lots so as to preserve the values of their property; to reserve, so far as practical, the natural beauty and open space of the subdivision; to guard against the erection of poorly designed or proportioned dwellings and structures built of unsuitable or improper materials and in general, to provide adequately for a predictable quality of improvement within the development and thereby increase the value of investments made in homes within the subdivision. The Declaration is also made for the purpose of maintaining the common open space, maintaining and operating the stormwater system, maintaining and plowing the private roadway, maintaining the mailboxes and maintaining and inspecting such other items deemed needed for the proper operation of the subdivision and allocating the costs.

1. **Homeowners’ Association Formation and Responsibilities.**

1. Upon the sale of the last Lot, or sooner if the Declarant so decides, the Declarant shall establish a homeowners’ association designated as the Meadowlark Farm Homeowners’ Association (the “Association” or “HOA”). The Association shall be governed in accordance with this Declaration and By-Laws attached hereto as **Exhibit A**. Membership in the Association shall be mandatory for all owners of Lots within the subdivision. Until all Lots are sold, or sooner if the Declarant gives voluntary written notice in an acceptable form to the then Owners of record that the Declarant has relinquished its powers hereunder, control of the Association shall be vested with the Declarant subject to this Declaration. Until such time as the Association is formed, the

Declarant shall maintain the common open space, maintain and operate the stormwater system, maintain and plow the roadway, and maintain the mailboxes and maintain and inspect such other items deemed necessary for the proper operation of the subdivision, and shall have the right to establish an annual budget for the management of these items, as well as a capital reserve fund and to assess each Lot Owner a portion of the cost. At the closing of each Lot, the Owner will pay its pro-rata share of its annual fee and contribute toward the capital reserve fund to be held in reserve by the Declarant and turned over to the Association once formed. The Declarant shall not be obligated to make any contribution to either the annual fee or the capital reserve fund.

1.2 After the Association has been formed and the Declarant has relinquished all control to the Owners, there shall be a meeting of the Association members, at which time one Lot Owner shall be elected President, who shall be a member of the Board of Directors. A letter shall be sent to Maine Department of Environmental Protection (MDEP) Stormwater Program, notifying of the creation of an HOA. The Association members will also elect at least two other members to serve on the Board of Directors. Each Lot shall have one vote regardless of the number of Owners of the Lot. The Board of Directors shall prepare an annual budget and assess to each Lot Owner one hundred percent (100%) of the cost of maintaining the common open space, the stormwater system, the roadway, maintaining the mailboxes and maintaining and inspecting such other items deemed necessary to the proper operation of the Association. The Board of Directors shall determine the method of payment and may record a lien against any Lot Owner whose assessment is not paid within thirty (30) days of due date for the amount unpaid as well as all costs associated with collection of such expense including reasonable attorney's fees. Failure of the Owner to pay the expense within thirty (30) days shall result in the Owner being responsible for payment of an interest rate of 1 and 1/2 percent per month on the unpaid balance until the balance is paid in full. No annual meetings shall be held until such time as Declarant has relinquished control of the Association.

## 2. **Drainage Easements; Stormwater Requirements; Land Stewardship Plan.**

2.1 Upon conveyance of the first Lot, stormwater practice(s) as depicted on the Plan shall automatically be reserved for the benefit of the Declarant or the Association once formed. The Declarant or the Association once formed shall maintain the stormwater practice(s) in accordance with Stormwater Facility Maintenance Requirements in the Stormwater Management Facility Operation and Maintenance Manual (the "Stormwater O & M Manual") attached hereto as **Schedule A**. The management of these easements shall be further subject to the Bylaws of the Association.

2.2 As required by the Stormwater Facility Maintenance Requirements, the Declarant, or the Association once formed shall have the stormwater facilities inspected by a qualified

individual at a minimum of once per year in accordance with the Stormwater O & M Manual for the specific type of facility. The persons conducting the inspection activities shall complete the appropriate inspection report and file it with the Town, if required. Within three (3) months of each five-year interval from the date of issuance of the permit, a report shall be submitted to Maine Department of Environmental Protection (“MDEP”) Stormwater Program certifying that the stormwater practices are operating and maintained in accordance to the Stormwater O & M Manual.

2.3 The Association shall maintain any restricted buffer easement in accordance with MDEP Permit No. \_\_\_ and in accordance with Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of the rules promulgated by the Maine Department of Environmental Protection. *See* restrictions from Appendix G of Chapter 500 attached hereto as **Schedule B** for further information. The Declarant, the Association, the Town of Kittery and MDEP shall have the right to ensure compliance with MDEP Permits. Any costs and expenses incurred by the Declarant, the Town or MDEP to insure compliance can be recovered against the Association. The Association will further comply with the requirements set forth in the “Land Stewardship Plan” attached hereto as Schedule C.

2.4 Each Lot will be served by its own individual septic tank and septic field serving each Unit owned and maintained by each Unit Owner,

3. **Land Use and Structure Type; Zoning and Land Use Laws.**

3.1 No building or other structure of any kind shall be erected, placed or allowed to stand on any individual building lot, except one detached dwelling house for the use of one family and one garage/barn structure adapted for the storage of not more than four (4) automobiles. There will not be any back lots permitted within the subdivision. No fences will be allowed within the subdivision unless approved by the Declarant or the Association once formed. An “in-law” apartment is permissible if allowed by zoning. No bed and breakfast, food service, kennel, or pet breeder shall be conducted from any dwelling erected on any lot. Business and commercial enterprises shall not be conducted from any dwelling erected on any lot except as permitted by the then existing zoning ordinance and regulations for the Town of Kittery without application for any variance therefrom; and further provided that not more than one (1) additional person be employed and that such use does not require any client/patient/customer contact at the dwelling. No such home business may display external evidence of the business, e.g., signage, nor shall any client/patient/customer/employee be allowed to park on the street.

3.2 No structure, other than the principal dwelling referred to above (other than a moveable trailer or shelter, incidental to construction), shall be used even temporarily as a place of habitation. All house locations and other structures, construction, excavation, sewage disposal

and water supply, and stormwater drainage must otherwise be in compliance with Kittery Land Use and Development Code and applicable local, federal and state laws, codes, ordinances and regulations. In addition to the foregoing, each lot shall be and hereby is made subject to all applicable “notes” and other matters as shown on the complete set of approved subdivision plans filed with the Town of Kittery.

4. **Dwelling Size; Approval by Developer.**

4.1 Each dwelling shall have a minimum of 1,000 square feet of finished living area, exclusive of any garage, deck, porch, patio, basement, and attic. No carports shall be erected, placed or allowed to stand on said lots without prior approval of the Declarant. All improvements, including driveways, must be determined to: (i) meet all the terms and conditions of these covenants; (ii) ensure the optimal use of a lot with the least intrusion upon the privacy and views of neighboring lot owners; and (iii) ensure harmony of scale of dwellings with the subdivision.

4.2 Prior to seeking construction approval from Declarant, each Owner shall submit plans, including building plans, specifications and plot plan showing the precise location and setback of all improvements, including driveways. Plans shall also specify the nature, kind, shape, height, orientation, color, composition, and material for all such improvements as well as showing finish grade elevations in relation to existing elevations. All plans must be agreed upon and approved by the Declarant and Owner prior to commencement of construction. Said approval shall not be unreasonably withheld or delayed.

4.3 No dwelling, building, structure, alteration, addition or improvement of any sort, other than interior alterations not affecting the external appearance of the dwelling, building or structure, shall be placed, erected or constructed upon any Lot until such plans shall have been approved in writing by the Declarant, which plans, the Declarant shall have the right to approve or disapprove. Notwithstanding the foregoing, Declarant shall have no liability or responsibility for the enforcement of the within covenants and restrictions nor for the exercise of its discretion in approving or in disapproving any plans submitted as a consequence hereof.

4.4 Once the Declarant no longer owns a lot in the subdivision, no prior approval under this Section is required unless the Board of Directors establishes an Architectural Committee as permitted under the Bylaws of the Association to review the plans.

5. **Building and Landscaping Requirements.**

All structures shall have exterior wall surfaces covered with redwood or cedar clapboards or shingles, composition clapboards (HardiPlank or equivalent), brick or stone, vinyl, or a

combination of any of the aforesaid, painted or natural sealed and must be maintained in a first-class condition. The use of simulated or artificial brick or stone or aluminum siding or any similar materials shall not be allowed, unless specifically agreed to by Declarant. All dwellings shall be constructed on poured concrete foundations with a maximum of 24 inches of exposure unless otherwise approved by Declarant. All foundations shall be treated with waterproofing. Daylight or sump well foundation drain systems shall be used.

6. **Use and Occupancy Restrictions.**

6.1 Further subdivision of the lots is expressly prohibited. Notwithstanding the expressed prohibition for further subdivision of lots, lot line revisions between lots may be allowed.

6.2 Any Owner may lease his lot for a period of not less than twelve (12) months and shall be responsible to ensure compliance with these covenants by his/her tenant, especially the provisions in Section 2.5.

6.3 Certain lots in the subdivision may be subject to easements or restrictions, as shown on the Plan. Acceptance of a deed to any such lot by an Owner shall be subject to such easements or restrictions whether or not referenced in such deed and each Lot Owner agrees not to utilize the Lot in a manner, which will interfere with the reasonable intent of the easement or restriction as referenced on the Plan.

6.4 The following are prohibited:

- a. Clotheslines, unless they are in back of the house and not visible from the road or other lot(s);
- b. Antennas or satellite dishes with diameters larger than 24 inches unless approved by the Declarant or Association;
- c. Additions or outbuildings or appurtenances unless prior approval from Declarant or the Association, if required, has been obtained;
- d. Use of pesticides unless by professional application in limited quantity;
- e. Fuel tanks or similar storage receptacles that are visible from the road unless prior approval from Declarant or the Association, if required, has been obtained.
- f. Tree and vegetation cutting shall be limited to (unless otherwise designated) the building envelope and house yard on each individual lot. All other tree and vegetation cutting

shall be subject to the restrictions as shown on the complete set of approved subdivision plans and as set forth in Section 2.3 herein.

- g. No open fires shall be permitted, except as allowed by Kittery Town Code.
- h. No sign shall be displayed for the public view on any lot except one sign of not more than 6" in height and 24" in length denoting the lot owner's name and address. Temporary real estate agency signs indicating a dwelling for sale shall be permitted. The restriction shall not apply to any sign erected by Declarant at the entrance or within the subdivision.
- i. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except domestic household pets, which shall be maintained and cared for in accordance with Town Ordinances. All dogs shall be leashed when outside the boundary of an Owner's Lot.
- j. Household trash disposal will be the responsibility of the individual homeowners.
- k. No unregistered vehicles, junk cars or trucks or part thereof, shall be permitted on any lot unless garaged. No campers, trailers or boats are to be stored outside of dwelling or garage permanently for more than seven (7) days, unless approved by Declarant or Association in writing.
- l. No loam, sand or gravel, or other such material, except that resulting from landscaping or from construction permitted under this paragraph, shall be removed from a building lot.
- m. No hunting or trapping is allowed on any lot or other portion of the subdivision. No noxious, unlawful, or offensive activity shall be carried on in any dwelling nor shall anything be done therein, whether willfully or negligently. No Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and permitted occupants and guests, nor do or permit anything by such persons that will interfere with the peaceful possession and rights or other property owned by the Declarant or other Lot Owners.
- n. Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining lots or the subdivision streets or rights-of-way, if any.
- o. All driveways, dwellings, or other structures built on a lot shall be constructed to provide for proper water runoff and to prevent the formation of any unnatural accumulation or discharge of water and/or ice onto any other lot, except for such approved drainage as may be shown on the complete set of approved subdivision plans.

p. No dwelling or structure shall be left with an unfinished exterior. The exterior of every structure on the lot shall be kept in a proper state of repair, appearance and maintenance. Oil tanks or propane tanks for domestic uses must be stored underground, shielded from view in the rear, or in the cellar of the residential dwelling.

q. Construction of a dwelling or any other approved structure on a lot, including finished landscaping, shall be completed within twelve (12) months from the commencement of said construction. Commencement shall be on the date on which a building permit is issued for the construction of a dwelling on a lot.

7. **Common Open Space, Common Property and Other Lot Restrictions.**

7.1 Declarant hereby places certain restrictions, under the terms and conditions herein, over portions of the Property depicted on the Plan as Common Open Space. These restrictions shall run with the Common Open Space and Lots and shall be binding on all parties having any right, title, or interest in and to the Common Open Space and Lots, or any portion thereof, and their heirs, personal representatives, successors, and assigns and shall survive any dissolution of the Association created herein. The Common Open Space will be deeded to the Association within twelve (12) months of substantial completion of all construction, including house lots, roadway and infrastructure in the subdivision or earlier at the option of the Declarant.

7.2 Except as otherwise provided below, Common Open Space shall remain undeveloped in perpetuity. Common Open Space is subject to additional restrictions as set forth below.

7.3. Common Open Space shall be used and designated as shown on the complete set of approved subdivision plans. All structures including the signage and landscaping, shall belong to the Declarant or the Association. All costs associated with the maintenance of the signage and landscaping on Common Open Space, including water and electrical charges, shall be common expense and each lot owner shall pay 1/8th of the cost as provided for in Section 1 of this Declaration.

7.4. Common Open Space is subject to a MDEP Buffer Easement, 100' MDEP "Wooded" Buffer Easement as shown on the Plan and as further stated in MDEP Permit No. \_\_\_\_\_ and in **Schedule B** attached. The Common Open Space may be used for well radius protection and such other items as shown on the Plan and which may be later amended and approved by the MDEP and Town of Kittery. The Town of Kittery and MDEP shall have the right, upon advance notice, to cure any default against the Declarant or Association,

once formed, to ensure compliance with MDEP Permits. Any costs and expenses incurred by the Town of Kittery or MDEP to insure compliance can be recovered against the Declarant, or Association, once formed. Any activity on or use of the Common Open Space inconsistent with the purpose of the restrictions in this section is prohibited. The Declarant or Association may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control of the Common Open Space or if adequate and appropriate alternative means of stormwater control and treatment are provided; provided the necessary permits are obtained from the Town of Kittery and MDEP.

Common Open Space is further subject to a "Land Stewardship Plan" dated \_\_\_\_\_, 2021 and approved by the Town of Kittery Planning Board on \_\_\_\_\_, 2021 as shown on the Plan and set forth in **Schedule C** attached.

7.5 Common Open Space shall include any grassed swales, grassed underground soil filters, \_\_\_\_\_, all as shown and described on the Plan. Maintenance of Common Open Space in accordance with best management practices, including landscaping at the Condominium's frontage on Litchfield Road and along Skyview Drive, the roadway identified in the Plan shall be the responsibility of the Declarant or Association in perpetuity.

7.6 The mailboxes and landscaping located at the entrance to the subdivision shall be common property and shall be maintained by the Association.

7.7 The restrictions set forth herein shall be binding on any present or future owner of the Common Open Space and Lots.

7.8 Each provision of this Declaration, and any agreement, promise, covenant, and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Common Open Space and Lots.

#### 8. **Roadway Maintenance and Plowing.**

Skyview Drive, the roadway identified on the Plan, shall remain private and shall be owned by the Declarant until such time as the roadway is deeded to the Association. The Declarant shall build, maintain and plow the roadway until such time as the roadway is deeded to the Association. The roadway will be deeded to the Association within twelve (12) months of substantial completion of all construction, including house lots, roadway and infrastructure in the Subdivision or earlier at the option of the Declarant. Once deeded, the Association shall own the roadway and be obligated to maintain and plow the roadway. Each owner of a lot shall share pro rata with other lot owners and/or the Declarant the cost of maintaining and plowing the roadway. The Declarant or Association, if the Declarant is no longer on the Board of Directors as the case



may be, shall assess and bill each lot owner their pro rata contribution. Such assessment shall become a recordable lien against the lot of such member if not paid within thirty (30) days as provided for in Section 1.

9. **Erosion Control.**

9.1 To implement effective and adequate erosion control and protect the beauty of the subdivision, the Declarant or the Association shall have the right to enter upon any Lot before or after a building or structure has been constructed for the purpose of performing corrective grading or landscaping work necessary to protect adjoining properties or alleviate any unsightly condition or construction or maintaining erosion prevention devices.

9.2 Prior to exercising its right to enter upon the Lot, Declarant or the Association shall give the Owner the opportunity to take corrective action by giving the Owner written notice indicating what type of corrective action is required and specifying that immediate corrective action must be taken by such owner and advising that if the Owner fails to take the corrective action specified within fifteen (15) days after having been notified, the Declarant or the Association may exercise its right to enter upon the property in order to take the necessary corrective action.

9.3 The cost of such corrective action or erosion prevention measures shall be paid by the Owner within thirty (30) days after receipt by Owner of an invoice for the cost of such work. Any expense incurred in taking the above action shall be considered a common expense assessed to the Lot Owner for which Declarant or the Association shall be entitled to record a lien upon the Lot for such common expense as well as all costs associated with collection of such expense including reasonable attorney's fees. Failure of the Owner to pay the expense within thirty (30) days shall result in the Owner being responsible for payment of an interest rate of 1-1/2 percent per month on the unpaid balance until the balance is paid in full.

10. **Reservations and Easements.**

There is hereby excepted and reserved for the benefit of the Declarant, for so long as it owns any portion of the lots, and thereafter to the Association the following:

a. A right of way for all purposes over, across and through the roads, together with the right to install and maintain utilities within or under the traveled portion of said roads until the road is deeded to the Association.

b. The right to grant easements for utility purposes to enter onto any lot within fifteen (15) feet of the road lot line for the purpose of constructing, reconstructing, installing,

replacing, and maintaining an underground or an aboveground utility therein and to extend, connect to, and use in common any previously installed utility by the lot owner providing that promptly after such entry, the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.

c. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the subdivision for the purpose of installation, maintenance, repair and replacement of all utility lines and any other equipment and machinery necessary or incidental for the proper function of any utility systems serving the subdivision, which easements may be specifically conveyed to a public utility or municipality supplying the service. The easements created by this section shall include, without limitation, rights of the Declarant or the appropriate 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, equipment, ducts and vents over, under, through, along and on the lots and common open spaces and roadways. Notwithstanding the foregoing, any such easement shall not be exercised so as to materially interfere with the use or occupancy of any residence on a Lot.

d. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the subdivision for the purpose of installation, maintenance, repair and replacement of all drainage and any other equipment and machinery necessary or incidental for the proper function of any drainage systems serving the Subdivision.

e. A non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, through and across the Development as long as the Declarant, its successors and assigns, shall be engaged in the construction, development and sale of lots and units within the Subdivision and on any contiguous land now or hereafter owned by the Declarant, for the purpose of construction, installation, maintenance and repair of existing and future building and related activities, including extension of and connection with subdivision roads and utility system for such development.

g. Any easement reserved for the benefit of the Town or Declarant or Association or as otherwise designated on the Plan shall be deemed automatically granted without the need of any additional documents.

h. Cemeteries. The two contiguous cemeteries as shown on the Site Plan are currently maintained by the Town of Kittery and shall be conveyed to the Town of Kittery if the Town of Kittery so directs, together with any needed access easement over the Common Area to access and maintain the cemeteries as shown on the Site Plan.

i. Until such time as the Declarant conveys to the Town of Kittery the proposed five foot wide pedestrian easement depicted on the Subdivision Plan, pedestrian access is granted to all Lot owners, their invitees and guests and the Town of Kittery. Once said pedestrian easement is conveyed to the Town of Kittery, it shall be considered a public right of way with general pedestrian access rights.

11. **Enforcement.**

Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other Owners, and the failure to enforce on any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or as to any breach subsequent thereto. The violation or attempted violations of any covenant or restriction in this Declaration is hereby declared a nuisance, which may be remedied by any appropriated legal proceeding. If any Owner shall attempt to violate, shall violate or shall permit on his lot any violation of any of the covenants, restrictions or reservations described herein, the Declarant or Association once formed or any Lot Owner may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both.

12. **Severability.**

Invalidation of any covenant by court order or judgment shall not affect any of the other covenants or provisions herein, all of which shall remain in full force and effect.

13. **Notice of Covenant, Conditions and Restrictions.**

A copy of these covenants, conditions and restrictions shall be recorded in the York County Registry of Deeds.

14. **Term.**

These covenants, conditions and restrictions shall run with the land and shall be for the benefit of the premises and shown on the Plan and shall be binding on the lots and purchasers of said Lots for a period of twenty (20) years from the date of this Declaration and shall automatically extend for successive periods of ten (10) years. Failure to specifically refer to and/or incorporate these covenants, conditions and restrictions in deeds to the Lots shall not in any manner affect the validity and effectiveness of these covenants, conditions and restrictions upon any such Lot.

15. **Amendment, Modification or Waiver by Declarant.**

The Declarant may amend the provisions of this Declaration at any time so long as Declarant owns a Lot and such amendments shall be binding on any and all Owners purchasing a Lot from the Declarant after such amendments has been duly made and recorded, provided such amendments are not less restrictive than the requirements in Sections 4. After Declarant no longer owns a Lot, these covenants, conditions and restrictions may be amended, at any time, by the then two thirds vote of the Lot Owners. Any amendment must be recorded at the York Country Registry of Deeds. Provided however, no amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege; nor shall any amendment alter Sections 2, 7, 8 and 10(g) without the written consent of the Town of Kittery or MDEP. Any waiver by the Declarant on any one occasion or for any individual lot shall not be deemed to constitute a waiver on any future occasion with respect to any lot.

16. **Title Reference.**

For Declarant's title reference see deeds from.

[Signature follows on the next page.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

DECLARANT  
Chinburg Development, LLC

By: \_\_\_\_\_  
Eric J. Chinburg, Manager

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS

The instrument was acknowledged before me on \_\_\_\_\_, 2021, by Eric J. Chinburg, Manager of Chinburg Development, LLC for the purposes herein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expire

**Exhibit A**

**See attached Bylaws of Meadowlark Farm Homeowners Association**

**Schedule A**

**See attached Stormwater Facility Operation and  
Maintenance Manual (Stormwater O & M Manual)**

## Schedule B

### Appendix G to Chapter 500 of the Rules of the Maine Department of Environmental Protection

#### Restrictions on Restricted Buffer Area

1. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.

a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;

b. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:

(i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees" is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50-foot square (2500 square feet) area, as determined by the following rating scheme:

<b>Diameter of tree at 4½ feet above ground level</b>	<b>Points</b>
2 - 4 inches	1
4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or



damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

(ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;

c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;

d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area;

e. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

2. Enforcement. The MDEP may enforce any of the Restrictions set forth herein.

3. The restrictions set forth herein shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one Owner, each Owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such Owner's property.

4. Amendment. Any provision contained herein may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.

**SCHEDULE C**  
**LAND STEWARDSHIP PLAN**