

**DECLARATION OF PROTECTIVE COVENANTS,
RESERVATIONS, RESTRICTIONS, AND EASEMENTS
OF
COASTAL PINES SUBDIVISION**

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND COMMON EASEMENTS, made this ___ day of August, 2024, by **HARRIS ROAD, LLC.**, a Maine limited liability company with a mailing address of 585 Forest Avenue, 1st Floor, Portland, ME 04101 and **J&W DEMERS, LLC**, with a mailing address of 5 Clipper Street, Cumberland Foreside ME 04110, hereinafter collectively referred to as the “Declarant”.

WHEREAS, Declarant has acquired by warranty deed for the land to be subdivided dated May 8, 2024, and recorded in the Cumberland County Registry of Deeds in Book 40745, Page 230, a certain lot or parcel of land situated at 96 Harris Road, in the Town of Cumberland, County of Cumberland, and State of Maine, containing approximately 16 acres; and

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Cumberland, which is the above-referenced land acquired from Denton F. Haynes, which development is known as Coastal Pines Subdivision and is more particularly described in a Plan of “Coastal Pines Subdivision” made by Trivium Engineering Group dated _____, revised _____, and last revised _____, approved by the Town of Cumberland Planning Board on _____, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____; and

WHEREAS, Declarant desires to provide for the improvement of Coastal Pines Subdivision in accordance with a harmonious plan for the relative location of residential structures, garages, rights-of-way, easements, roads, common areas, and general land use, all to assure the purchasers of Lots in Coastal Pines Subdivision, their heirs and assigns owning such Lots, that the use, benefit, and enjoyment of the individual Lots, common amenities, facilities, easements, and roads will not conflict with the harmonious plan; and

WHEREAS, the Declarant desires to create a residential area of Coastal Pines Subdivision providing for the greatest possible degree of health, safety, environmental beauty, and amenity for the property owners and inhabitants thereof, and to effect the foregoing purposes, desires to subject the property to protective covenants and common easements and for the administration and enforcement of same.

NOW, THEREFORE, Declarant hereby declares that the property shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the protective covenants and restrictions, the reservations and exceptions and the common rights and easements, hereinafter set forth, all of which are declared to be in furtherance of a uniform scheme for the development of the property and that said protective covenants, reservations and common easements are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the Lots located thereon, to create mutual, equitable servitudes upon each of the Lots in favor of each and all other Lots therein and to create reciprocal rights and privities of contract and estate between all persons acquiring or owning any interest in any portion of the property including Declarant, and Declarant's grantees, successors, administrators, and assigns and shall be deemed to run with the land and be a burden and benefit to and enforceable by all such persons, including Declarant, and Declarant's grantees, successors, administrators, and assigns.

ARTICLE I **Definitions**

The following words, shall, as used herein, have the following meanings, unless the context plainly requires otherwise:

- a. Road. All roads and ways as shown on the Plan of “Coastal Pines Subdivision”.
- b. Declarant. Harris Road, LC and J&W Demers, LLC, as aforesaid, and any successor to all of Declarant's right, title, and interest in and to the property.
- c. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any Lot, but not including Declarant.
- d. Lot. Any one of the numbered Lots within the property as shown upon the Plan, which may hereafter be conveyed by Declarant.
- e. Plan. That Plan labeled “Coastal Pines Subdivision, 96 Harris Road, Cumberland, Maine” dated _____, and last revised _____, approved by the Planning Board of the Town of Cumberland on _____, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____.
- f. Subdivision. The Coastal Pines Subdivision as shown on the Plan.

ARTICLE II
Supplemental Declarations

This Declaration may be amended from time to time by Supplemental Declarations duly executed by the Coastal Pines Homeowners Association pursuant to a two-thirds majority vote of the Owners and recorded in the Cumberland County Registry of Deeds, provided however, that so long as Declarant is the owner of one 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 Declarant by instrument duly executed and recorded in the Cumberland County Registry of Deeds. No such amendment shall render invalid any use of subdivision land 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. No amendment is permitted contrary to any approvals granted by the Town of Cumberland without the written consent of either the Town of Cumberland.

ARTICLE III
Reservations and Exceptions

There is hereby excepted and reserved to the Declarant, for so long as it shall own any portion of the Lots, the following:

- a. Roads. A right-of-way for all purposes over, across and through the Roads, together with the right to install and maintain utility poles and lines and water and sewer lines adjacent to, within or under the traveled portion of said Roads.
- b. Underground Utilities. Declarant reserves 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 above ground 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. Plan Easements. Declarant reserves the right to grant all easements shown on the Plan and all Lots are conveyed subject to the right of Declarant to grant such easement.
- d. Reserved 50 Foot Access Easement. Declarant reserves for itself and its successors and assigns, an easement of access, installation, maintenance repair and replacement of a road and any and all utilities over the “50 Foot Access easement” depicted on the Plan. Until Coastal Pines Drive is accepted by the Town of Cumberland, the Declarant reserves for itself and its successors and assigns, an easement for access, installation, maintenance,

repair and replacement of a road and any and all utilities over Coastal Pines Drive.

ARTICLE IV
Common Rights and Easements

Each conveyance of a Lot shall be deemed to be subject to and benefitted by, as the case may be, the following:

- a. Access. A right-of-way for all purposes over and along the Roads in the subdivision as said is shown on the Plan, in common with Declarant and in common with the Owners of the other Lots, provided however, that Lot A, 1 and 2 shall not have a right-of-way to use the Roads.
- b. Plan Easement. All Lots shall be subject to all restrictions, easements and matters shown on the Plan or existing on the face of the earth, including without limitation the perpetual rights of the Declarant, its respective successors and assigns, for the benefit of the Declarant, all other Lots and all upgradient persons flowing surface water, to construct, use, maintain, and repair all roads, sidewalks, hydrants, drainage, flowage and utility improvements, ditches and swales, and all utility lines, poles, wires, piles, manholes and conduits as shown on or referred to in the Plan approved by the Town of Cumberland Planning Board prepared by Trivium Engineering Group, including without limitation, the following perpetual rights and easements:
 - (i) All Drainage and Maintenance Easement areas on all Lots as shown on the Plat including without limitation the perpetual right to alter the surface of the earth, to alter the flowage and divert and storm waters, to install, maintain, inspect, repair and replace berms, outfalls, conduits, pipes, catch basins, hydroflow devices and other accessories and improvements. Except for the foregoing easement holders, no other person shall place or maintain structures in the easement area.
- c. 75 Foot Subdivision Buffer. The open space is subject to the “75 Foot Minimum Subdivision Buffer” as shown on the Plan, such area shall be maintained in an undisturbed condition, except for removal of dead or dying trees and brush, unless otherwise approved by the Town of Cumberland CEO. This restriction shall not prevent improvement of the 50 Foot Access Easement depicted on the Plan.
- d. Signage Easement. The Declarant shall have the right to install, maintain, replace and repair on entrance sign, for the development, if approved by the Town of Cumberland Planning Board.

- e. Plan Notes. All General Notes and other matters as shown on the Plan shall be and hereby are deemed to be incorporated in any and all deeds to Lots sold by reference to the Plan and any amendments thereto.

ARTICLE V
Protective Covenants and Restrictions

- a. Residential Use. No Lot shall be improved or used except for single family residential purposes, with no more than one principal residence and improvements accessory thereto. The principal residence shall have a minimum habitable floor area of 2,800 square feet, as measured by the area above the continuous foundation. All houses shall be erected with a continuous foundation and shall include a heating system for year-round occupancy. All houses shall be constructed with at least a two (2) car garage.
- b. Architectural Review. Prior to commencement of construction of any building or subsequent additions thereto, the Lot owner shall submit to Declarant, its successors or assigns, the following: (a) a site plan showing the location on the Lot of the dwelling, the garage, the driveway and all walks, and patios; (b) floor plans for the dwelling; and (c) elevation plans showing all facades of all buildings on the Lot. The Declarant shall review such plans and any additional specifications submitted by the Lot owner to ensure that in Declarant's sole discretion, the type and style of architecture, the type and quality of the building materials used, and the builder or construction company are of a character and quality harmonious with the Coastal Pines Subdivision and in conformance with this Declaration. The Declarant shall approve such plans in writing provided that they conform to these restrictions and that construction in accordance with such plans will not be detrimental to the development. The building on each Lot shall be constructed only in conformity with such approved plans. Upon completion, all dwellings and additions thereto, shall be deemed to have complied with the paragraph. The purpose of this approval is to assure compliance with the overall development and environment of V Coastal Pines Subdivision.
- c. Approval of Contractors/Subcontractors. Prior to commencing any construction all Lots owners shall submit to Declarant for approval all contractors or subcontractors performing any construction of single family homes to be built on any Lot within the subdivision. Such approval shall be based on the experience, expertise, work quality, complaint history, financial ability and references provided by any such contractor or subcontractor.
- d. Prohibition on Subdividing Land. No Lot shall be subdivided except for the purpose of conveying portions of a single Lot to abutting Lot Owners for the purpose of increasing the Lot size of said abutting Lot Owners. No conveyance to an abutting Lot Owner shall be permitted without receipt of all necessary approvals from the Town of Cumberland.

- e. Road Maintenance. The Declarant shall construct the roadways designated on the Plan, in phases, in accordance with the Plans and specifications approved by the Planning Board for the Town of Cumberland, Maine. The Association shall maintain the Road.
- f. Design of Dwelling. The design of residential dwelling and other acceptable buildings, including, but not limited to, materials, colors, textures, building shape, roof lines, window treatment, and site orientation shall be of a character harmonious with the natural beauty of the Coastal Pines Subdivision environment.
- g. Maintenance. All Lots, including the common areas, shall be maintained in a neat, attractive manner and kept in good repair. Every domestic water supply system and sewage disposal system shall be kept and maintained in compliance with all federal, state, and local requirements and in compliance with the provisions of this Declaration.
- h. Surface Water. No Owner of a Lot, his agents, or successors in interest shall alter the natural course of surface water on any Lot in a way which would alter the natural flow of such water across any other Lot, unless such alteration is approved by the Owners of all Lots affected.
- i. Compliance with Ordinances. All construction activities, including the siting of buildings, septic systems, and water supply shall be in accordance with all local, state, and federal laws, codes, ordinances, and regulations.
- j. Animals. The keeping of poultry, swine, dog kennels, livestock, or other animals shall not be permitted on the property except household pets normally housed in a single family residence.
- k. Siding and Roofs. No dwelling or other building erected on any Lot will be covered with tar paper, asphalt siding, or corrugated metal siding but shall be covered with clapboards, shingles, premium vinyl siding or other suitable material. Roofs of all buildings erected on any Lot shall be pitched.
- l. Trash. Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from the Road or any other Lot until scheduled curbside trash pickup.
- m. Tree Cutting. There shall be no cutting of trees within any area on the Plan labeled as, "forested buffer." In any other area, any cutting of trees shall be done in compliance with any State of Maine statute or Town of Cumberland ordinance in existence at the time of cutting. In addition thereto, no greater than ten (10) percent tree removal shall be permitted on any individual Lot, excluding areas for driveways, septic systems and buildings. Area of tree removal shall be revegetated to the extent practical and in an effort to maintain the natural beauty of the environment. This section shall not preclude

the removal of diseased or naturally damaged trees.

- n. Completion of Construction. Any construction, including landscaping, commenced on any Lot shall be completed within a period of 12 months from the date of purchase of a Lot.
- o. Unregistered Motor Vehicles. No unregistered motor vehicles may be kept on any Lot property located in the subdivision. No house trailer, business or commercial vehicle, or vehicle of similar nature shall be brought upon, or be maintained, or be permitted to remain on the property except a business vehicle normally used by a Lot Owner in his or her occupation may remain on the property provided said vehicle is parked in an enclosed garage.
- p. Tractor Trailers. No tractor trailers may be kept on any property located in the subdivision.
- q. Recreational Vehicles. All recreational vehicles shall be maintained in an enclosed structure.
- r. Water Supply. The water supply for each Lot will have private wells and septic systems.
- s. Antennae/Satellite Dishes. No television antennae are permitted. Satellite dishes, DirectTV, DishTV or other similar size satellite dishes are permitted subject to the restriction that they be installed such that they are not visible from the Road or any other house in the subdivision. Man made or natural screening may be used to satisfy the requirement that the satellite dish not be visible from the road or other house.
- t. Clothes Lines. No clothes lines shall be installed unless they are not visible from the road or any other house in the subdivision.
- u. Open Space. Each Lot shall have a right of access to and use of the Open Space as shown on the Plan, including, but not limited to, use of the trails or similar recreational uses and facilities. The Association may establish rules and regulations concerning use of the Open Space.
 - i. Permitted uses of common open space.

Uses of common open space may include:

- 1. Passive recreation, such as hiking, walking, running, biking, snowshoeing, cross-country skiing, picnicking, bird-watching and other low-impact recreational activities that do not significantly alter the natural common open space;

2. Operation of snowmobiles or ATVs on existing snowmobile or ATV trails;
 3. Agriculture, horticulture, silviculture or pasture uses, provided that all applicable best management practices as defined by the Manual of Best Management Practices for Maine Agriculture, dated January, 2007, as amended, are used to minimize environmental impacts;
 4. Nonstructural stormwater management, such as rain gardens;
 5. Easements for drainage, access, and underground utility lines; and
 6. Other conservation-oriented uses, such as a community garden, compatible with the purposes of this chapter, as determined by the Planning Board in consultation with the Cumberland Lands and Conservation Commission.
- ii. Prohibited uses of common open space.

The following are prohibited in the common open space:

1. Roads, parking lots and impervious surfaces, except as specifically authorized in this chapter;
2. Subsurface wastewater disposal systems and wells;
3. Dumping or disposal of any type of yard waste, household waste, hazardous waste or other debris, organic or inorganic;
4. Cutting vegetation, except for:
 - a. An annual mowing to prevent undesirable shrub brush from overtaking protected fields, or
 - b. Removing forest cover and vegetation damaged or destroyed by forces of nature, or
 - c. Removing invasive vegetation.
5. Active recreation;
6. Altering approved common open space;
7. Additional structures being placed on the common open space without prior Planning Board approval; and

8. Other activities as determined by the applicant and recorded on an instrument providing for permanent protection such as deed restrictions.
- v. Short Term Rentals. Short term rentals are not permitted. All rentals shall be in writing for a period not less than six (6) months.

ARTICLE VI

Homeowners Association

The owner of each parcel within the property, or his heirs, successors, or assigns, shall automatically, during the period of his ownership and by virtue of said ownership, be a member of the Association so long as the owner retains title to any parcel on the Plan.

- a. Purposes. The purposes of the Association shall be: the operation and maintenance of the roads, drainage easements and detention pond in the subdivision and any other common facilities of limited or general use located within the common areas; the administration and enforcement of the protective covenants and easements set forth in this Declaration; the general protection of the property; and the performance of any functions relating to the use, maintenance, or improvement of the property required by this Declaration or which may be approved by vote of the owners.

LOTS A, 1 AND 2 SHALL NOT BE REQUIRED TO PAY FOR MAINTENANCE, REPAIR OR REPLACEMENT OF THE ROADS.

- b. Bylaws. The Association shall be organized and operated pursuant to the Bylaws Coastal Pines Homeowners Association, which Bylaws shall be recorded in the Cumberland County Registry of Deeds, as amended from time to time by the Association.
- c. Voting. Each owner, by virtue of his ownership of a parcel, shall automatically be entitled to the votes as provided for in the Bylaws of the Homeowners Association.
- d. Assessments.
 - i. Each owner, except the owner of Lot A, shall be assessed by the Association, at least annually, a fee covering his share of the net costs of carrying out the functions and purposes of the Association. The fees shall be computed and collected in accordance with the Bylaws of the Association. The collection of the assessments may be made in advance and limited reserves may be maintained in order to ensure that the purposes and obligations of the Association are carried out in a timely manner.
 - ii. Such assessments as collected by the Association shall include any municipal taxes as charged against the common areas or the roads. Each owner shall pay a share of such tax proportionate to the number of parcels owned by him.

- iii. Such assessments, together with interest thereon, and cost of collection as provided in said Bylaws shall be charged upon each parcel of the owner against whom each assessment is made. If any assessment is not paid when stated to be due, then such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eighteen (18) percent per annum from the due date and any owner or owners, or the Association, may bring an action at law or equity against any owner obligated to pay the same to enforce payment of the same. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the courts, together with the costs of the action.

ARTICLE VII

Declarant's Reserved Rights

The conveyance of the Lots to Lot Owners shall be subject to the following rights reserved by the Declarant until the construction, marketing and sale of all Lots in the Subdivision are 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 been executed by Declarant 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 the recording by the Declarant of a modified Plan indicating the changes made and that such changes made have been approved by the Town of Cumberland Planning Board or the Maine Department of Environmental Protection, if applicable.
- b. Locate on the Subdivision, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities, including but not limited to water, electric, telephone, fuel oil and sewer.
- c. Connect with and make use of utility lines, wires, pipes and conduits located in the Subdivision for construction and sales purpose, provided that the Declarant shall be responsible for the cost of service so used.
- d. Use the Road shown on the Plan for ingress and egress and use the Subdivision for the storage of construction materials and equipment used in the completion of the Subdivision.
- 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 in as Declarant's sole discretion.

This article shall not be amended without the consent of the Declarant so long as the Declarant owns any of the Lots in the Subdivision.

ARTICLE VIII
Enforcement

The provisions of this Declaration may be enforced by any Lot Owner or Owners. The Declarant may, but shall not be required to, enforce the provisions of this Declaration.

IN WITNESS WHEREOF, the said Declarant has caused this instrument be executed by Bernard Willimann, thereunto duly authorized this ____ day of _____, 2024.

WITNESS

HARRIS ROAD, LLC

By: Bernard Willimann
Its: Manager

STATE OF MAINE
Cumberland, ss.

_____, 2024

Then personally appeared the above-named Bernard Willimann and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Harris Road, LLC.

Before me,

Notary Public/Attorney at Law
Print Name:
My commission expires:

IN WITNESS WHEREOF, the said Declarant has caused this instrument be executed by Jessie Pinkham Demers, thereunto duly authorized this ____ day of _____, 2024.

WITNESS

J&W DEMERS, LLC

By: Jessie Pinkham Demers
Its: Manager

STATE OF MAINE
Cumberland, ss.

_____, 2024

Then personally appeared the above-named Jessie Pinkham Demers and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of J&W Demers, LLC.

Before me,

Notary Public/Attorney at Law

Print Name:

My commission expires: