

**AMENDED**

**PEAKS VILLAGE DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration dated this 10<sup>th</sup> Day of June, 2008 is made by Maine Mountain Properties, LLC, a Maine Limited Liability Company with a mailing address of P.O. Box 189, Newry, Maine 04261 (the Grantor herein).

**WITNESETH**

**WHEREAS**, Maine Mountain Properties, LLC is the owner in fee simple of a certain parcel of land in the Town of Newry, Oxford County, Maine as shown on the following survey plans:

- (a) Plan entitled " Third Revised Survey Plan" of The Peaks, Newry, Oxford County, Maine dated October, 2005 and revised September, 2007 recorded as Plan #4186 in the Oxford County Registry of Deeds; and
- (b) Plan entitled " Fourth Revised Survey Plan" of The Peaks, Newry, Oxford County, Maine dated October, 2005 and last revised September, 2007 and recorded as Plan #4187 in the Oxford County Registry of Deeds; and
- ( c ) Plan entitled " Fourth Revised Survey Plan" of The Peaks, Newry, Oxford County, Maine dated December, 2007 and recorded as Plan #4253 in the Oxford County Registry of Deeds; and
- (d ) Plan entitled " Fifth Revised Survey Plan" of The Peaks, Newry, Oxford County, Maine dated December, 2007 and recorded as Plan #4254 in the Oxford County Registry of Deeds;
- (e) Plan entitled " Fifth Revised Survey Plan" of The Peaks, Newry, Oxford County, Maine dated March, 2008 and recorded as Plan #4279 in the Oxford County Registry of Deeds;
- (f) Plan entitled " Sixth Revised Survey Plan" of The Peaks, Newry, Oxford County, Maine dated March, 2008 and recorded as Plan #4280 in the Oxford County Registry of Deeds ( collectively the " Property" or the " Subdivision") inclusive as such plans may be amended from time to time ( the " Plans"); and

**WHEREAS**, the Grantor of this Declaration wishes to control future development on the Property and to preserve and protect in perpetuity the appearance and features of this Property for the benefit of the property and for the benefit of the lot owners, as shall be specified in this Declaration;

**NOW THEREFORE**, the Grantor does hereby declare that all of the land designated as lots # 66 through 101, inclusive on the above referenced Plans are hereby conveyed subject to the following easements, restrictions, and covenants, which shall be covenants running with the land, not conditions or restraints on alienability, and shall be binding upon the Grantor herein and the existing and future owners of said lots, their heirs, personal representatives, devisees, successors and assigns. These restrictive covenants are imposed upon the premises for the benefit of all of these lots # 66 through 101, inclusive, as shown on the above-mentioned Plans, as well as the benefit of the owners of said premises and lots, their heirs, personal representatives, devisees,

successors, and assigns and with respect to the Fisher Road and Gene Thurlow Road ( as described in Section 24 hereof ) for the benefit of the CTF Property ( as defined in Section 24 hereof).

No other real property other than that described above shall be deemed subject to this Declaration of Restrictive Covenants, unless and until specifically made subject thereto by the Grantor.

**Reserved Development Rights of Grantor:** Additional Land may become subject to the conditions, restrictions, easements and covenants of this Declaration provided such additions are in accordance with a General Plan of Development. The Grantor, its successors and assigns shall have the right to bring within the scheme of the Declaration additional properties in future.

**Design Theme:** The architectural theme for The Peaks Village is one of compatibility between the homes and the natural environment that is in harmony with it's surroundings. The theme is that of mountain villages found throughout ski country. The focus will be to maintain as much of the natural surroundings as possible and constructing homes that blend as seamlessly as possible with these surroundings.

These restrictive covenants shall be enforceable either in law or equity by the Grantor, the owner or owners of the premises or any lot contained therein and with respect to the Fisher Road and Gene Thurlow Road only, by Chadbourne Tree Farms, LLC, and their respective heirs, personal representatives, devisees, successors and assigns but said parties shall not be required to enforce said restrictive covenants which are as follows:

1. **Residential Use** Each of the lots Numbers 66 through 101 inclusive shall be used only for single family residential use. No building shall be erected, altered, placed or permitted to remain on such designated lot except for a single family home, with appurtenant buildings and garages. Rentals of single family homes shall be considered a residential use. Additionally, mother in law type apartments shall be considered as a residential use. No commercial enterprise of any nature or description shall be conducted or maintained on any portion of the property, except that an owner of a lot may conduct a home occupation as is permitted by the Municipal Ordinances of the Town of Newry. This restriction as to residential use shall not apply to that land designated as the land retained by Owner as shown on the above-mentioned Plans, being the grantor herein or to the use of roads.
2. **Building Envelope:** The building envelope for these above-referenced lots as set forth in the Plans and as attached as Exhibit A to each of the individual lot deeds defines the only approved locations for all buildings and improvements on a lot. All structures and site improvements except for a single driveway shall be located within the defined building envelope for each particular lot. The building envelope for each lot can not be altered except as described in Paragraph 3 or as may be permitted by the Maine Department of Environmental Protection.
3. **Setback Restrictions** All buildings on lots 66 through 72 inclusive shall be located at least fifty (50) feet from the edge of the nearest vehicular right of way and at least twenty five (25) feet from any lot line. All buildings on lots 73 through 101 inclusive shall be located at least twenty five (25) feet from the edge of the nearest vehicular right of way and at least fifteen (15) feet from any lot line. However, upon request from any lot owner, the Board of

Directors of the Peaks Village Homeowners Association may permit that said setback restrictions for any particular lot be reduced to those setback restrictions as allowed and required by the Town of Newry upon a showing that the application of these setback restrictions set forth in this paragraph will create an undue hardship to said lot owner.

4. **Foundations:** No buildings shall be constructed, erected, installed or maintained on a lot or elsewhere on the property, except for a continuous, permanent and immobile foundation made or consisting of a solid or mortared masonry wall. All portions of concrete foundations visible from the road and having more than 6 inches in height of exposure shall be covered with stone, brick or siding.
5. **Construction of Residential Units and Landscaping:** All exterior construction of residential units shall be completed within one (1) year from the date that construction, as evidenced by the pouring of the foundation, commences. No residential construction of a unit shall be higher than thirty six (36) feet from the basement floor level to the peak of the highest roof. All buildings will be a maximum of one and a half ( 1 ½ ) stories above the basement level. Landscaping shall be completed within two (2) years of start of construction as described above.
6. **Minimum and Maximum Size Restrictions for Homes:**
  - A. **Minimum Size Restrictions:**
    - (1) **Lots 66 through 72:** All homes on Lots 66 through 72 inclusive shall be constructed to have a minimum living area of not less than 2000 square feet on the levels above the basement. Covered screened in porches attached and accessible to the home shall be considered part of the minimum living area defined herein. Uncovered and open porches shall not be considered part of the minimum living area. Garages and decks shall not be considered part of the minimum living area as well.
    - (2) **Lots 73 through 101:** All homes on Lots 73 through 101 inclusive shall be constructed to have a minimum living area of not less than 1500 square feet on the levels above the basement. Covered screened in porches attached and accessible to the home shall be considered part of the minimum living area defined herein. Uncovered and open porches shall not be considered part of the minimum living area. Garages and decks shall not be considered part of the minimum living area as well.
  - B. **Maximum Size Restrictions:**
    - (1) **Lots 66 through 72:** There shall be no maximum building area restriction on homes constructed on Lots 66 through 72 other than all such structures must be within each lot's respective designated building envelope.
    - (2) **Lots 73 through 101:** All homes on Lots 73 through 101 inclusive shall be constructed not to have a greater total building area than 3900 square footage including basements, porches with roofs and gazebos.

7. **Temporary Structures:** No buildings of any temporary characters whether tent, trailer, shack, garage, barn or mobile home shall be allowed on any lot at any time as a residence, either temporarily or permanently except as such a temporary structure for storage use only which may be necessary during the initial one (1) year construction of a Residential Unit as set forth in paragraph # 5 above.
8. **Exterior of Buildings:** No buildings erected on any lot shall be covered with tar paper, asphalt siding, vinyl siding or corrugated metal siding. All such buildings shall be covered with clapboards, shingles, brick, or similar materials. Further, all buildings erected on the lots shall be constructed in compliance with all applicable federal, state and local building ordinances and codes, including, but not limited to, any building set back requirements.
9. **Exterior Colors:** All exterior colors of all buildings shall be chosen to blend with the natural surroundings, and shall consist of so-called , earth tones, including but not limited to, browns, greens and grays.
10. **Roof Colors and Roof Materials:** The color of any portions of the roofs on any building on any lot shall be of an earth tone such as brown, light brown, black or dark green and shall fit in with the natural surroundings of the building. All metal roofs shall be standing seam non-reflective and must be factory painted. Asphalt shingles shall be of Architectural style. Wood shingles are allowed.
11. **Roof Lines and Pitches:** All roof pitches will be a minimum of 9/12. Shed dormers and farmers porches roofs must be a minimum of 5/12 pitch. Shed dormers must be defined by a " fake soffit" line carried across the bottom and connecting the soffit of the main roof thereby creating a true dormer look. Shed dormers must be setback a minimum of 18 inches from gables. All roof gables and soffits will have a minimum overhang of 12 inches. Roof areas will be broken up by gables and dormers to minimize long roof lines. All metal chimneys or other penetrations will be enclosed by stone with copper or dark colored caps. Plumbing pipes penetrating enclosed the roof will be painted black or a dark color to match the roof color.
12. **Exterior Lighting:** All exterior lighting for any lot shall be of the down-lighting variety using sharp cut-off fixture and/or shielded fixture. Spot lights shall not be used and flood lights shall be limited to driveways and parking areas.
13. **Exterior Toilet Facilities:** No outside toilet or privy shall be constructed or maintained on said premises except during the initial one (1) year construction of the Residential Unit set forth in paragraph # 5.
14. **Subdivision and Alteration of Lot Lines:** The Subdivision as appearing on the above- referenced approved Subdivision Plans , may not be amended or altered and no further subdivision shall take place without the express approval of the Town of Newry Planning Board unless a conveyance is made to or from abutting lots and or abutting parcels of land.
15. **Animals:** No poultry, swine, livestock, or other animals shall be kept on the property,

except household pets of a kind and number normally housed in a residence. All pets shall be restrained so as not to become a nuisance or offensive to other owners and shall not be allowed off the owners lot , except on a leash or other restraining device. There shall be no breeding of animals permitted on any lots.

16. **Prohibited Vehicles:** There shall be no unregistered vehicles, of any nature or design, including and not necessarily limited to, boats, cars, trucks and recreational vehicles, brought upon, or be maintained, or be permitted to remain on any lot at any time unless fully garaged from view.
17. **Nuisances:** No dumping of garbage, rubbish, or other refuse or hazardous or toxic material shall be permitted.
18. **Antennas and Satellite dishes:** No rooftop antennas, satellite dishes larger than 18" inches in diameter shall be permitted on Lots 66 through 101, inclusive.
19. **Signs:** No signs, billboards, posters, or advertising of any character shall be erected, permitted, or maintained on any lot except one sign, no greater than four (4) square feet in size identifying the owner of the lot and Lot number. The Homeowners Association reserves the right to enter upon a lot to remove any such signs, billboards, posters, or advertising devices that are in violation of this provision, without liability for damages. This restriction against prohibition of signs shall not apply to the original Developer, Maine Mountain Properties, LLC, which shall be permitted to place an identification and/or advertisement sign eight (8) square feet in size on each of the Lots 66 through # 101, inclusive, prior to each of the said lots initial out-conveyance. Once Each of said lots are sold by the Developer then the Developer's right to place or maintain such a sign will be terminated for that particular lot sold.
20. **Removal of Debris** Each owner shall maintain its lot free of dead trees, trash, refuse and other unsightly objects. No dumpsters are allowed except as those dumpsters permitted by the Peaks Village Homeowners Association during the one (1) construction period as set forth in paragraph #5 above. All lots and improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance. Should any improvement on the lot be damaged by casualty or wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements set forth herein. In the event of fire, buildings must be repaired or demolished, the cellar hole filled in within six (6) months.
21. **Bottled Gas:** All bottled gas tanks, air conditioners and or other such mechanical equipment shall be enclosed or located so that they are not visible from any other lot or any road.
22. **Firearms and Hunting:** Firearms shall not be discharged on said premises. No hunting by any means shall be permitted on the premises.
23. **Visual Buffers , Cutting of Trees, and Naturalized Areas:** In all situations of cutting

trees and clearing of vegetation within the property, the Grantor, its successors and assigns, including lot owners shall be subject to the following general provisions:

- A. The visual quality of the property shall be maintained by providing for the reasonable visual buffering of the site when viewed from areas external to the project, including the surrounding public roads and areas;
- B. Any owners of any land within the property shall be allowed only limited thinning and/or pruning of the existing vegetation so as to obtain limited filtered view only of surrounding off-site areas. Cutting/clearing to obtain unobstructed panoramic or unobstructed corridor views of off-site areas shall not be permitted;
- C. "Reasonable, visual buffering, and filtered views are subjective terms. For the purposes of this restriction, these terms shall be construed conservatively, meaning that less rather than more clearing is intended. Filtered views shall mean views obtained from on-site vantage of off-site areas, where such views are uniformly obscured to a more or less significant extent by intervening natural vegetation. Conversely, visual buffering shall mean the prevention of unobstructed views of the project facilities when viewed from off-site by the retention of on-site intervening vegetation.
- D. The Homeowners Association shall be responsible for monitoring all cutting and clearing activities on any portion of the property and for imposing penalties for excessive clearing, and in all cases of excessive clearing, to require planting of trees as necessary to provide reasonable visual buffering.

In order to effect the above general provisions, the following specific cutting limitations are established. The existence of these specific limitations do not supplant or diminish the obligations required under the general provisions stated above. The specific cutting limitations are as follows:

1. A buffer zone of one hundred (100) feet in width on either side of any perennial streams and their associated wet lands is established and shall be depicted on Exhibit A attached to the deeds for those lots affected. Within these buffers, there shall be no structural development, filing, grading or excavating nor clearing nor cutting of live trees or brush or other vegetation, except as follows:

- (a) Hiking trails may be developed within this buffer
- (b) Other such recreational-related activities and uses as may be approved by the Department of Environmental Protection and the Town of Newry

**2. Clearing & Cutting for Individual Lots:** No trees in excess of Six (6) inches in diameter, or larger, measured at any point three (3) feet or more above the ground shall be cut or removed except as may be necessary to locate the residence and appurtenant structures and driveways; provided that the total area cleared of trees on any one lot shall not exceed twenty thousand ( 20,000) square feet of clearing per lot to accommodate driveway, house, garage, septic, well and yard.

**3. Naturalized Area:** The “naturalized area” is that portion of the lot outside of the building envelope. The naturalized area provides a buffer between homes, preserves the environment and natural features of the lots and provides a natural unifying landscaping element throughout the Peaks Village. The naturalized area shall be maintained in a predominantly natural state. There shall be a gradual transition between the naturalized area and the landscaped area within each lot’s buildings envelope.

Maintenance of the naturalized area may include trimming of trees up to ten (10) feet from the ground and the clearing and removing of dead trees and planting of indigenous landscape material. Activities not permitted in the naturalized areas include the introduction of manicured lawns and mowing of native grasses.

**4. The Peaks Village Homeowners Association** shall be responsible for monitoring all cutting and clearing activities on any portion of the property to prevent excessive clearing. In all cases for excessive clearing the Homeowners Association shall require planting of trees by the lot owner to provide reasonable visual buffering.

- 24. Roads:** Grantor has granted to Chadbourne Tree Farms, LLC ( Chadbourne Tree Farms) for the benefit of Chadbourne Tree Farms, its successors and assigns, certain perpetual, non-exclusive easement for all purposes with respect to so-called Fisher Road and Gene Thurlow Road (the Easement ), for the benefit of the CTF Property. Chadbourne Tree Farms will have all rights with respect to the Easement that are set forth therein, and Grantor and lot owners rights to Fisher Road and Gene Thurlow Road shall be expressly subject thereto.

CTF Property means:

(a) those certain parcels of land situated in the Town of Newry further described in a Deed from Chadbourne Tree Farms Holdings, Inc. to Chadbourne Tree Farms, LLC dated December 29, 2004, and recorded in the Oxford County Registry of Deeds (East) (the Registry) in Book 3652 and Page 43; specifically:

1. All of the parcels conveyed by Carolyn O'Brien to Chadbourne Tree Farms by deed dated December 17, 2004, and recorded in the Registry in Book 3645, Page 230.
2. Parcel 5 conveyed by Bayroot LLC to Chadbourne Tree Farms by deed dated July 30, 2004, and recorded in the Registry in Book 3568, Page 326.
3. All of the property conveyed by Fumiko I. Head to Chadbourne Tree Farms by deed dated January 23, 2004, and recorded in the Registry in Book 3454, Page 129.
4. Parcel 1 conveyed by Bethel Milling Company to P. H. Chadbourne & Co. by deed dated November 12, 1957, and recorded in the Registry in Book 677, page 427;

and

(b) Any and all real property purchased by Chadbourne Tree Farms, its successor and assigns from the following abutters:

1. Leslie Robertson and his heirs and assigns and described in the Registry Book 3260, Page 22 or Book 2552, Page 152.

2. Gene A Auty, Trustee of the Gene A. Autey Revocable Living Trust under Declaration of Trust dated October 12, 2000, his successors, heirs and assigns and described in the Registry Book 3559, Page 236.

Although it is the intention of the Grantor that the roads as depicted on the above-mentioned Plans will meet the Town of Newry standards for private roads, Grantor makes no warranty or assurance to lot owners that the Town will ever accept any of the roads as town roads. The Homeowners Association, all members of the association and all lot owners will fully cooperate with the municipality of Newry and the Homeowners Association for all or any portion of all roads within the Subdivision to become a public way and accepted as such by the Town of Newry.

Each owner who is granted a lot in said subdivision is hereby granted a right of way to that owner's lot as depicted on said Plan subject to the Easement rights, but from and after the date of conveyance of Fisher Road, Gene Thurlow Road, Backcountry Road and Blizzard Drive to the Peaks Village Homeowners Association, except as provided below and/or in the Bylaws with respect to cost contribution, the Grantor is not obligated to provide any maintenance to or for said right of way or for any other part or feature of the Property.

- 25. Ownership of Roads:** The Grantor and Developer, Maine Mountain Properties, LLC, reserves for itself, its successors or assigns, and for Chadbourne Tree Farms ( with respect to the Fisher Road and Gene Thurlow Road only), its successors and assigns, permanent rights of way and easements for all purposes, including utilities, to use any and all roads in the Subdivision or any extensions of said roads onto other abutting parcels of land. At some point in time, the Grantor/ Developer shall convey ownership of the roads to the Association.
- 26. Association Membership:** The following shall be members in the Peaks Village Homeowners Association:
- A. Lot Owners:** The owner(s) of each of the lots # 66 through 101, inclusive shall, upon acquisition of a lot in the Subdivision, become a member of the Peaks Village Homeowners Association and each lot, no matter how many owners there are of that lot, shall be considered as one member of the Association.
- B. Grantor/ Developer:** The Grantor/ Developer, Maine Mountain Properties, LLC shall be a member.
- C. Chadbourne Tree Farms,** its successor and assigns, shall be members as described further in Section 27 below.
- 27. Voting Rights:** The Peaks Village Homeowners Association shall have three classes of voting membership:
- Class A: Shall be each of those Lot owners as defined in Paragraph 26 Section (A)  
Class A members shall be entitled to one vote for each of its members in good standing.

**Class B:** The Class B member shall be the Grantor/Developer, Maine Mountain Properties, LLC and each party holding title in the future to any portion of the property labeled on the subdivision plans as “ Area to be Retained by Owner “ shall be entitled to two (2) votes for each Class A vote until the number of Class A votes becomes twenty (20). When the number of Class A votes reaches twenty (20) then each Class B member(s) shall be entitled to one vote.

**Class C:** The Class C members shall be Chadbourne Tree Farms, LLC, and each party holding title in the future to any portion of the CTF Property. Each Class C member(s) shall be entitled to one (1) vote with respect to matters relating in any respect to Fisher Road and Gene Thurlow Road, all as further set forth in the Bylaws, but shall have no right to vote on any other matters.

**28. Storm Water & Common Septic Systems Maintenance:**

**A.** The Peaks Village Homeowners Association shall be responsible for the maintenance and inspections of the stormwater control devices including culverts, drainage ditches, drainage easement areas, and detention ponds designed and constructed for the Peaks Village Lots in accordance with the stormwater maintenance plan attached hereto as Exhibit A and incorporated herein by reference.

**B.** The Peaks Village Homeowners Association shall be responsible for the maintenance of the common septic systems and leach fields for Lots 73- 100 inclusive in accordance with the common septic system operations and maintenance plan attached hereto as Exhibit B and incorporated herein by reference.

**29. Fire Cistern Maintenance:** The Fire Cistern on the Fisher Road shall be maintained in good working order by the Peaks Village Homeowners Association , which shall include as a minimum the following responsibilities: annual inspections to verify the tank holds water, repair the cistern and hydrant to keep in working order and re-filling the tank when necessary.

**30. Architectural Review Committee:** In order to carry into effect the purposes of these restrictive covenants contained herein, it is further provided that no building, fence, wall or other structure in the subdivision shall be commenced, erected, excavated maintained upon any of the described premises, nor shall any exterior addition to or change or alteration therein be made until the following has occurred:

**A. Submitted and Approved Application:**

**(1) For New Construction on Lots:** A fully completed “ Peaks Village Homeowners Association New Home Construction Application” attached hereto as Exhibit C and incorporated herein by reference showing the scale plans and specifications, showing the nature, kind, shape, color, height, materials and locations of the structure and the detail of proposed landscaping is submitted by the lot owner to the Architectural Review Committee of The Peaks Village Homeowners Association and said application has been approved in writing by the Architectural Review Committee.

**(2) For Alterations, Renovations on Lots:** A fully completed "Peaks Village Homeowners Association for Renovations and Alterations Construction Application" attached hereto as Exhibit D and incorporated herein by reference showing the scale plans and specifications, showing the nature, kind, shape, color, height, materials and locations of the structure and the detail of proposed landscaping is submitted by the lot owner to the Architectural Review Committee of The Peaks Village Homeowners Association and said application has been approved in writing by the Architectural Review Committee.

**(3)** In the event the Architectural Review Committee or its designated representative, fail to approve or disapprove properly submitted plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, then this restriction will be deemed to have been fully complied with.

**(4)** From time to time the Board of Directors of the Peaks Village Homeowners Association may modify the format of the application forms.

**B. Composition of Architectural Review Committee:** The committee shall be composed of at least three (3) but no more than five (5) representatives appointed by the Board of Directors for the Peaks Village Homeowners Association.

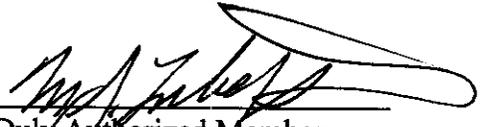
- 31. Amendments:** The Association, by vote of two-thirds (2/3) of the Class A and Class B members, voting together as a single class at any meeting of the association, may amend this Declaration, provided, however, that any amendment relating to Fisher Road and Gene Thurlow Road or CTF's rights under the Easement may be amended only upon receiving, in addition to the 2/3 vote of the Class A and Class B members stated above herein, the receipt of 2/3 vote of the Class C members, acting as a separate class. However, with respect to those proposed amendments only that come under the direct authority of the Maine Department of Environmental Protection and/or the Town of Newry Planning Board then those amendments will not be permitted without first obtaining the written approval of the Department of Environmental Protection for the State of Maine and the Planning Board for the Town of Newry.
- 32. Enforcement and Remedies:** These restrictions, covenants, and easements shall be enforced by the Peaks Village Homeowners Association and any member thereof by a proceeding for specific performance or by a suit or action to recover damages. If any suit or proceeding is brought to enforce any provision of these restrictions, the Plaintiff shall be entitled to collect all costs and expenses of enforcement, including reasonable attorney's fees.
- 33. Severability:** Each and every provision contained herein shall be considered to be independent and separate. If any one or more of the regulations, covenants, or restrictions shall for any reason be held to be invalid or unenforceable, all of the remaining restrictions shall remain in full force and effect.
- 34. No Waiver:** Failure to enforce any provision of these restrictions shall not operate as a

waiver of any provision or of any other provision of these restrictions.

Dated this 10<sup>th</sup> Day of June, 2008

**Maine Mountain Properties, LLC**

  
\_\_\_\_\_  
Witness

By:   
Its: Duly Authorized Member

STATE OF MAINE  
Oxford, ss.

Date: June 10, 2008

Then personally appeared the above named Michael J. Liberti in his capacity as Member of Maine Mountain Properties, LLC and acknowledged the foregoing instrument to his free act and deed in his capacity as Member and the free act and deed of Maine Mountain Properties, LLC.

Before me,

  
\_\_\_\_\_  
Notary Public/ Attorney at Law  
Print Name: Michael T. Stearns  
My Commission Expires

## EXHIBIT A

### MAINTENANCE PLAN PEAKS VILLAGE – NEWRY

The purpose of this Plan is to insure proper function of the infrastructure constructed as part of this project. The infrastructure will include the roads, the Sunday River Bridge, and all the stormwater control devices including culverts, drainage ditches, drainage easement areas, and detention ponds designed and constructed for the above titled project.

#### INSPECTIONS:

The roads and the Bridge will be inspected at least annually to insure proper function and to insure structural integrity. This inspection will take place in September. Road and bridge inspections will be simple visual inspections, looking at the paved road surface, the gravel road shoulders, the bridge surface, and the abutments.

The stormwater control devices will be inspected on an annual basis in September of each year. The inspection will include a review of the structural integrity of each device, a review of the inlets and outlets of the ponds, and a review of the downstream discharge areas of all pipes and channels.

#### Detention and Wet Pond Inspections:

**Monthly Inspections:** Monthly inspections of the ponds will take place for two years after construction is completed. Inspections will occur through the months of March to November, and will be conducted immediately after a significant rain event, causing discharge from the pond's outlet structure.

The monthly inspections will include but not be limited to:

Inspection of the outlet structure to determine if the structure is clogged, and to insure proper function. Blockages or obstructions will be removed. If the structure does not appear to be functioning as designed, a Professional Engineer will be retained to determine if corrective measures are required. Any recommended corrective measures would then be implemented as soon as practical.

Wetponds have an underdrained gravel trench outlet that may clog due to leaves or other debris. The pond should drain down to a point where the gravel trench top is visible within 24 hours of a storm event.

Inspection of upstream and downstream drainage channels and structures to confirm proper flow of water into and out of the ponds, and to insure proper sizing of these channels. Litter and debris will be removed from all

flow areas to assure continued flow. If the channels or structures appear unable to adequately handle actual flows, a Professional Engineer will be consulted as above. Any areas that exhibit signs of erosion or are otherwise inadequately stabilized will be repaired as necessary.

#### Long Term Inspections:

At the completion of the two years of monthly inspections, the ponds will be inspected on a semi-annual basis, in the spring and the fall of each year. The long-term inspections will include:

Inspection of the pond embankments to determine if there is evidence of erosion, cracking, slumping, leaking, tree growth, or other similar adverse conditions which would undermine the structural integrity of the embankments. Corrective measures, including re-shaping of the berms, will be undertaken where necessary to insure or restore structural integrity/stability of the embankments, and/or to maintain the design capacity of the pond.

A determination of whether the accumulation of sediment in the pond has reached the point, as described below, where removal of the sediment from the pond is necessary. This should be done by measuring the actual depth of water in the pond, and comparing this depth to the design depth.

#### Sediment Removal:

The detention ponds should be cleaned of sediment at that point when the design capacity of the pond has been reduced by 15%. Based upon studies in Washington D.C. and Canada, the expected volume-lost-to sediment rate is 0.5% to 1.0% per year. It is expected that the pond will require sediment removal every 15 to 20 years. Based upon these assumptions, the sediment removal schedule will be every 15 years, except where:

Intervening annual sediment accumulation inspections indicate that more frequent cleaning will occur, or;

A thorough 15th-year sediment accumulation inspection indicates that the scheduled cleaning is not yet necessary.

When sediment removal is required, it will be undertaken during dry weather conditions when inflow to the pond is at or near its annual low level. Accumulated sediments will be removed by first draining the pond. The sediments will then be excavated and then placed at the toe of the down gradient pond embankment, seeded

and mulched in accordance with the Permanent Revegetation Measures in the Erosion Control Plan. This disposal site will then be monitored until stable.

**Inlets and Outlets:** The inlets and outlets of the ponds will be inspected for stability; blockage by debris; uneven settling around any structures; excessive sediment around the outlet. Wetponds have an underdrained gravel trench outlet that may clog due to leaves or other debris. The pond should drain down to a point where the gravel trench top is visible within 24 hours of a storm event. These inspections may need to be more frequent if debris proves to be a problem. If problems are identified, they will be corrected by the end of October, if possible.

**Downstream Areas:** To insure that the ponds are not causing erosion problems or other difficulties to downstream areas, these areas will be inspected for erosion and instability. If problems are identified, they will be corrected by the end of October, if possible.

#### **Culvert Inspections:**

Culvert inspections should include a review of the condition of the inlets and outlets of each culvert, the integrity of the pipe, and the stability of the upstream and downstream areas around each culvert.

#### **Vegetated Swale Inspections:**

The two natural vegetated swales at the lower edge of the site (paralleling the Sunday River, as shown on the Post-Development Drainage Plan) shall be inspected annually and following heavy rain events. Inspections should identify newly formed channels or gullies, eroded or bare spots, trash deposits, and accumulated sediments.

#### **Vegetated Soil Filter Beds (Including Rain Gardens) Inspection:**

For the first three months after construction, inspect the filter bed monthly to verify the filter bed is draining within 24 hours. Thereafter, inspect bi-annually in May and October. Rain Gardens are located on Lots 66, 67, 69, 70, 71, 72, 84, 85, 87, 88, 89, 90 and 91.

#### **MAINTENANCE:**

##### **Roads:**

Road maintenance will include the re-grading of the gravel shoulders when necessary to prevent or repair erosion. In the spring of each year, the roads will

be swept to remove sand and salt from the road surface, and prevent the sedimentation of downstream areas. The sweeping of the roads should be done in April of each year.

When the road surface shows signs of wear, the road will be resurfaced with pavement. This is not anticipated for at least ten years.

#### Bridge:

The bridge deck will also be swept in April of each year. The deck will need resurfacing when it begins to show signs of wear.

#### Detention and Wet Ponds:

To insure proper functioning of the pond, some routine maintenance is required.

**Mowing:** The pond embankments and pond bottom are to be mowed at least twice annually to prevent the establishment of woody vegetation, and to promote healthy vegetative growth.

Wetponds have an underdrained gravel trench outlet that may clog due to leaves or other debris. The pond should drain down to a point where the gravel trench top is visible within 24 hours of a storm event. If water stands over the trench outlet for more than 72 hours, replace the top several inches of gravel with clean gravel material. Dispose of the removed material in a manner acceptable with the Erosion and Sedimentation Control Plan.

**Sediment removal:** If sediment deposition in the pond is found to be significant, regular removal of sediment may be required to maintain pond volume, and to prevent clogging or blocking of the primary outlet. Sediment will be spread on a relatively flat area, seeded with grass and mulched with hay in accordance with the Erosion Control Plan developed for this project.

#### Culvert Maintenance:

The inlets and outlets of the culverts should be cleaned on a regular basis to insure that sediment does not discharge downstream, or does not clog the pipe. If necessary, sediment should be removed from within the culvert.

#### Drainage Ditches:

The drainage ditches should be re-shaped and re-stabilized if found to be eroding. Accumulated sediment should also be removed from the flow line of the ditch, if it exists.

#### Drainage Easements:

Where necessary, drainage easements will also be maintained by removing blockages within the flow line of the easement area. Where repairs are necessary to eliminate or prevent erosion, this work should be done before October.

#### Vegetated Swales:

The two natural vegetated swales at the lower edge of the site (paralleling the Sunday River, as shown on the Post-Development Drainage Plan) shall be maintained in a functional state. Repair newly formed channels or gullies with fill, loam, seed, mulch, and erosion control mesh. Provide loam, seed, mulch, and erosion control mesh on eroded or bare spots. Remove trash deposits. In order to maintain the infiltrative capacity of the swale, remove accumulated fine sediments and place in an area of low erosion potential, then seed and mulch.

#### Vegetated Soil Filters and Rain Gardens:

If water ponds on the filter bed surface for more than 72 hours, replace the top three inches of filter media. Dispose of clogged filter media soil according to the erosion and sedimentation control plan.

Remove sediments annually in October.

Filters with grass surfaces shall be mowed no more than twice annually to maintain a grass height to less than 12 inches.

Rain Gardens on individual lots shall be maintained as Vegetated Soil Filters by the Responsible Party, and are located on Lots 66, 67, 69, 70, 71, and 72.

Inspections and maintenance will be the responsibility of the Peaks Village Homeowners Association.

Written reports of inspections and maintenance work will be kept to show the work has been completed as proposed. These reports will be kept by the Association, along with other relevant DEP documentation.

#### RE-CERTIFICATION

Within three months of the 5-year anniversary of the permit date of issuance, and every 5 year anniversary thereafter, submit a certification to the Maine DEP that contains:

- A statement that the site has been inspected for erosion problems and such problem areas have been appropriately repaired and permanently stabilized.
- A statement that all aspects of the stormwater management system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system.
- A statement that the erosion control plan and the stormwater management plan are being implemented as written, approved, and amended (if applicable) by Maine DEP.

## **EXHIBIT B**

### **COMMON SEPTIC SYSTEMS – PEAKS VILLAGE THE PEAKS SUBDIVISION NEWRY, MAINE**

#### **OPERATIONS AND MAINTENANCE**

##### **INTRODUCTION:**

The septic system for the Peaks Village project is designed to dispose of wastewater for lots 73-100, inclusive. The system includes multiple leach fields, each handling 2 and more units, wastewater conveyance pipes and manholes, and individual septic tanks on each lot. Lots 66-72 (inclusive) and lot 101 each have individual septic systems that are not part of the Peaks Village septic system, and shall be maintained by the lot owner.

##### **OPERATION:**

Operation of the system is the responsibility of the Peaks Village Homeowners Association.

The operation of this septic system requires little day to day duties for operating the system. The most important Operation item is insuring that no unauthorized wastes enter the system. No harsh chemicals shall be allowed into the system, particularly those chemicals that kill bacteria, such as chlorine. Cleaning products should be used in moderation, and shall be diluted when entering the system.

##### **MAINTENANCE:**

Maintenance of the system is the responsibility of the Peaks Village Homeowners Association.

The septic system does require periodic maintenance. First, within the buildings served by the system, all water fixtures shall be kept in working order. Leaky toilets, showers, and sinks can overtax a septic system.

Second, the septic tanks shall be inspected annually in June. The tanks shall be cleaned when the sludge and scum occupies one-third the tank liquid capacity, or once every five years, whichever comes first. Cleaning shall mean the removal of all contents in the tanks.

Records of all tank pumping should be kept at the site, including volumes pumped and the frequency of the pumping.

The ground around the leachfields shall also be inspected for wet spots, or for odors once per month. If odors or wet spots are apparent, the Design Engineer shall be contacted immediately.

The area over the leachfield and around the leachfield shall be mowed at least twice annually to prevent woody vegetation from growing into the system.

If at any time, any portion of this system does not appear to be functioning as designed, notify the Design Engineer as soon as possible.

**Exhibit C**

**PEAKS VILLAGE HOMEOWNERS ASSOCIATION  
NEW HOME CONSTRUCTION APPLICATION**

Complete entire application, sign, attach all required documents and fee

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Site Address \_\_\_\_\_

Architect \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Builder \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Sq. Ft. 1<sup>st</sup> Fl. \_\_\_\_\_ Number of Bedrooms \_\_\_\_\_

Sq. Ft. 2<sup>nd</sup> Fl. \_\_\_\_\_

Sq. Ft. Basement \_\_\_\_\_

Construction Schedule: Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

**NEW HOME CONSTRUCTION:** Must submit one set of plans with this application. Your submission must address the below listed requirements consistent with the Peaks Village Restrictive Covenants and Design Review Criteria. An incomplete checklist will not be accepted for review.

**NOTE:** In addition to this application, you must obtain a building, septic and plumbing permit from the town of Newry.

## REQUIREMENTS

### **PLOT/SITE PLAN:** Drawn to scale

- Lot plan showing property lines and building setback distance
- Indicate all trees to be removed
- Show driveways, parking areas, walkways, patios and decks
- Show propane tanks, air conditioners or other mechanical devices outside of the home with proposed screening
- Indicate location of well and septic
- Spot lights should not be used, floodlights should be minimized and only used for driveways and parking areas
- All landscaping should be indicated (a separate plan may be necessary)
- 

### **HOUSE PLANS:** Drawn to scale

- Floor plans of all floors fully dimensioned
- Final proposed elevations of each exterior side. Elevations shall show accurate finish grade representation, all exterior building material types, window and door trim features and overall building height
- Roof plan showing all roof pitches, eave and gable overhangs and trim and all roof penetrations

### **SPECIFICATIONS:**

- Provide paint colors for all painted/stained exterior surfaces
- Provide list of materials for siding, trim, exterior doors and windows (including color), exterior decks and foundation covering
- Provide roofing material and color (no reflective materials should be used)
- Exterior lighting plan and samples
- Retaining wall materials
- Chimney and other roof penetration materials

**Please make checks payable to the Peaks Village Homeowners Association**

I represent that all information contained in this application and attached documents is accurate and represents the home that we intend to build and any deviation from the plans or specifications shall be approved by the Architectural Review Committee.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**FOR COMMITTEE USE ONLY**

Date received by committee \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

Approval Pending \_\_\_\_\_ Date \_\_\_\_\_

Rejected \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Committee Member Signature

\_\_\_\_\_  
Committee Member Signature

## Exhibit D

### PEAKS VILLAGE HOMEOWNERS ASSOCIATION

#### MODIFICATION AND ALTERATIONS CONSTRUCTION APPLICATION

Complete entire application, sign, attach all required documents and fee

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Site Address \_\_\_\_\_

Architect \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Builder \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Sq. Ft. 1<sup>st</sup> Fl. \_\_\_\_\_ Number of Bedrooms \_\_\_\_\_

Sq. Ft. 2<sup>nd</sup> Fl. \_\_\_\_\_

Sq. Ft. Basement \_\_\_\_\_

Construction Schedule: Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

**MODIFICATION AND ALTERATIONS:** You must submit one set of plans with this application. Your submission must address the below listed requirements consistent with the Peaks Village Restrictive Covenants and Design Review Criteria. An incomplete checklist will not be accepted for review.

**NOTE:** In addition to this application, you must obtain a building, septic and plumbing permit from the town of Newry.

## REQUIREMENTS

### **PLOT/SITE PLAN:** Drawn to scale

- Lot plan showing property lines and building setback distance
- Indicate all trees to be removed
- Show driveways, parking areas, walkways, patios and decks
- Show propane tanks, air conditioners or other mechanical devices outside of the home with proposed screening
- Indicate location of well and septic
- Spot lights should not be used, floodlights should be minimized and only used for driveways and parking areas
- All landscaping should be indicated (a separate plan may be necessary)
- 

### **HOUSE PLANS:** Drawn to scale

- Floor plans of all floors fully dimensioned
- Final proposed elevations of each exterior side. Elevations shall show accurate finish grade representation, all exterior building material types, window and door trim features and overall building height
- Roof plan showing all roof pitches, eave and gable overhangs and trim and all roof penetrations

### **SPECIFICATIONS:**

- Provide paint colors for all painted/stained exterior surfaces
- Provide list of materials for siding, trim, exterior doors and windows (including color), exterior decks and foundation covering
- Provide roofing material and color (no reflective materials should be used)
- Exterior lighting plan and samples
- Retaining wall materials
- Chimney and other roof penetration materials

Please make checks payable to the **Peaks Village Homeowners Association**

I represent that all information contained in this application and attached documents is accurate and represents the home that we intend to build and any deviation from the plans or specifications shall be approved by the Architectural Review Committee.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**FOR COMMITTEE USE ONLY**

Date received by committee \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
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Approved \_\_\_\_\_ Date \_\_\_\_\_

Approval Pending \_\_\_\_\_ Date \_\_\_\_\_

Rejected \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Committee Member Signature

\_\_\_\_\_  
Committee Member Signature

Received  
Recorded Register of Deeds  
Jun 10, 2008 02:16:01P  
Oxford East County  
Jane Rich