

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
TOTEM PINES SUBDIVISION**

BETSY ST. PIERRE of 67 Kingswood Drive, Hollis, Maine 04042 (hereinafter referred to as the “Developer”) is the owners of certain real estate described in the Trustee’s Deed of Sheryl J. Smith as Successor Trustee of the Smith Family Trust to Betsy St. Pierre dated May 27, 2019 and recorded in the York County Registry of Deeds, Book 17965, Page 631; and the Deed of Sale by Personal Representative of Janet S. Bean as Personal Representative of the Estate of Ruby A. Smith to Betsy St. Pierre dated June 5, 2019 and recorded in the York County Registry of Deeds, Book 17965, Page 634..

This Declaration of Covenants, Restrictions and Easements is hereby established for the parcels of land numbered Lots 1 through 12 created out of the parcel of land referenced above and depicted on the Plan of Land entitled, *Totem Pines 12 Lot Cluster Subdivision, Nathan Smith Road, Hollis & Limington, Maine*, made for Betsy St. Pierre, by Berry, Huff, McDonald, Milligan Inc., dated _____, and recorded in the York County Registry of Deeds, Plan Book _____, Page _____.

1. Definitions. The following words shall have the following meanings when used in this Declaration:

- a. “Developer” and “Declarant” shall refer to Betsy St. Pierre, her heirs and assigns.
- b. “The Plan or Plans” shall refer to the Plan of Land entitled, *Totem Pines 12 Lot Cluster Subdivision, Nathan Smith Road, Hollis & Limington, Maine*, made for Betsy St. Pierre, by Berry, Huff, McDonald, Milligan Inc., dated _____, and recorded in the York County Registry of Deeds, Plan Book _____, Page _____, and amendments thereof as the same shall be recorded from time to time.
- c. “Owner” or “Lot Owner” shall refer to any person or entity having record title a lot numbered 1 through 12 on the Plan.
- d. The “Open Space” area or “Open Space” shall refer to the 16.993 acre parcel of land labeled, “Open Space, on the Plan.
- e. The “Lots” are the parcels numbered 1 through 12 inclusive depicted on the Plan.
- f. The “Association” or “Homeowners Association” shall mean the Totem Pines Homeowners Association.

2. Application and Enforceability.

- a. This Declaration of Covenants, Restrictions and Easements shall be appurtenant to and run with the parcels of land depicted on the Plan as Lots 1 through 12 inclusive
- b. Each covenant, restriction, and easement contained in this Declaration shall be jointly and severally enforceable by the Developer and its assigns (as defined above so as to

include any homeowner's association created by the Developer or assigns of the Developer), and by the lot owners of record of any parcel(s) benefitted and/or burdened by this Declaration, or any one or more of them. The violation or attempted violation of any covenant, restriction or easement in this Declaration is hereby declared a nuisance which may be remedied by any appropriate legal proceeding. If any lot owner shall violate, attempt to violate, or permit any violation of any of the covenants, restrictions or easements described in this Developer, the Developer, Developer's assign, or any other lot owner may commence proceedings at law or equity, either to recover damages or other awards for attempts or violations, or to enjoin the furtherance of continuation of such attempts or violations, or both.

- c. By accepting delivery of a deed to a parcel of land benefitted and burdened by this Declaration, each lot owner of record covenants that if a judgment is rendered against him, her or it, as a result of an action or actions brought to enforce this Declaration, to pay all reasonable costs, including reasonable attorney fees, incurred in the prosecution of such claim; and each lot owner covenants and agrees to abide by all of the provisions contained herein affecting his, her or its lands.
- d. Betsy St. Pierre reserves the right to amend the Covenants and Restrictions contained herein, but not the easements, during the time when Betsy St. Pierre continues to own any Parcel of land depicted on the Plan, and thereafter, these covenants may be amended only by agreement in writing of the 67% of the owners of the benefitted parcels.

3. Covenants and Restrictions: Each of Lots 1 through 12 inclusive depicted on the Plan shall be **SUBJECT TO** the following covenants and restrictions which shall run with the land:

- a. Each parcel may be used only for a single family dwelling house containing at least 960 square feet of living space not including porches and decks, a garage for not more than four cars, one small wooden storage shed directly related to the residential use of the lot, terraces, decks, patios, and other customary uses accessory to single family residential use. No single family house shall be converted to a duplex or for apartment use.
- d. Further division of lots is specifically prohibited.
- c. All exterior finishing on any building and all landscaping of the grounds must be completed within one year of the commencement of construction. The term, "exterior finishing," as used herein, includes, but is not limited to, porches, steps, decks, platforms, carports, other outside living terraces, and grading and seeding of lawns.
- d. All disturbed areas on any lot must be re-vegetated in accordance with accepted erosion practice methods as soon as possible.
- e. No poultry other than chickens, swine, livestock or other animals, other than household pets and a flock of chickens limited to six in number and not including roosters, shall not be permitted on any lot.

- f. No owner of a lot shall do or permit to be done any act upon the lot which may be, or is, or may become a nuisance or hazard.
- g. No registered commercial vehicles of a size larger than one (1) ton shall be parked or garaged on a lot (with the exception of times when construction is taking place on a lot), no unregistered vehicles or trailers shall be stored outside on any lot, and no accumulations of trash or debris shall be allowed on the lot.
- h. No mobile homes, or temporary dwellings of any size shall be placed, erected, or maintained on any of the lots unless contained within the garage permitted under paragraph 3a above.
- i. No trade, business, profession or commercial trade of any nature shall be conducted on the lots unless it: (a) is conducted within the residence located on the lot; and (b) has no employees other than the lot owner; and © is not advertised on the lot, except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area, does not involve the storage of bait or fishing gear on a lot, and involves no outdoor storage of construction equipment on the lot.
- j. Any home or other structure on a lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the affected portion of the property restored to its natural condition within a reasonable time not to exceed eight (8) months.
- k. These restrictions shall not apply to lots remaining in the ownership of the Developer.
- l. The lot owners, their agents, employees, contractors, heirs or assigns, shall not alter the area encompassed within the bounds of the proposed drainage swales as indicated on the aforesaid plan in any manner which should impede or adversely affect the drainage of the subdivision in which the above described lot is situated.
- m. Each Owner of a Lot shall automatically become a member of the Totem Pines Homeowners Association. Upon termination of interest of any Owner in a Lot, membership and any interest in the Association shall thereupon automatically terminate and transfer and inure to the next Owner of said Lot. Each Owner of a Lot shall be bound by the By-Laws of the Association. No holder of a mortgage of a Lot shall be considered a Lot Owners until such holder shall acquire title to the Lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the Lot.
- n. The Open Space shall be left in its natural condition with cutting of trees limited to dead or diseased trees. No clear-cutting of trees or construction of buildings shall be allowed in the Open Space area without approval from the Town of Hollis. The 16.993 acre parcel of land labeled, "Open Space," shall be conveyed by Developer to the Totem Pines Homeowners Association.

- o. The Developer is a member of the Association as long as the Developer owns at least one of the lots numbered 1 through 12. Until such time as the Developer has conveyed nine of the lots numbered 1 through 12 on the Plan, Developer shall have complete decision making control over the Association.
- p. Short-term rentals of any lot or structure located on any lot, including but not limited to the type of rentals arranged using airbnb, vrbo, or other similar services, are prohibited.

4. Easements. All parcels of land created out of the parcels of land referenced above shall benefit from the following easements:

- a. Easements for ingress, egress and transmission of utilities over the Totem Pines Drive as shown on the Plan.
- b. The right to use, at user's own risk, any trail or trails constructed in the Open Space, **SUBJECT TO** the following conditions:
 - i. Lot owners shall not erect signs, temporary shelters, or structures within the system of trails;
 - ii. Lot owners may undertake to maintain the trails by trimming vegetation and clearing fallen trees from trails, but shall not improve the surface of any trail;
 - iii. Lot owners may not introduce any plant, fish or animal species not indigenous to the State of Maine;
 - iv. Use of motorized vehicles is prohibited except for use in trail construction or maintenance with prior written permission of Declarant;
 - v. Kindling of fires of any kind is prohibited except in locations as may be designated by Declarant or its assigns and in compliance with the campfire guidelines established from time to time by Declarant and/or its assigns;
 - vi. Use of artificial lighting is prohibited, with the exception of lights carried by pedestrians;
 - vii. Use of fireworks is prohibited;
 - viii. Playing loud music, use of recreational drugs, consumption of alcohol, and having parties are all prohibited within the trail system;
 - ix. Hunting is prohibited; and
 - x. Camping is only allowed in areas as may be designated by Declarant, and with prior written approval of Declarant, and only in compliance with the camping guidelines established from time to time by Declarant and/or its assigns.

- c. The drainage easement shown on the Final Subdivision Plan and located on Lots 2 and 4 shall be maintained by the Home Owners Association.
- d. Owners of Lots 4, 6, 8, & 10 shall maintain the drainage swale as shown on the approved subdivision plan sheet 4. Drainage swale shall not be filled or redirected from the approved location.

5. Road Maintenance.

- a. Until such time as Totem Pines Drive is accepted as a public road by the Town of Hollis, Road Maintenance, including winter maintenance, maintenance of drainage and/or erosion control structures and grading, shall be paid for by the Totem Pines Homeowners Association, which shall levy assessments for Road Maintenance upon the owners of the Lots numbered 1 through 12 pursuant to the By-Laws for the Association.
- b. Any sidewalks located within the right of way for Totem Pines Drive as depicted on the Plan shall be maintained by the owner of the Lot abutting the sidewalk. Neither the Developer nor the Homeowners Association shall have any responsibility for winter maintenance of sidewalks.

WITNESS my hand and seal this _____ day of _____ 2021

Betsy St. Pierre

STATE OF MAINE

County of _____ on this _____ day of _____ 2021

Then personally appeared the above named Betsy St. Pierre and acknowledged the foregoing instrument to be her free act and deed.

BEFORE ME,

Notary Public/Attorney at Law