

TRANZON AUCTION PROPERTIES' DISCLAIMER

The information provided in the following document is being provided for convenience purposes only and may not include complete information as there may be additional documents including, but not limited to amendments, updated data, supplemental docs, etc. This information was derived from sources believed correct, but is not guaranteed. Potential bidders shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

**MADISON HEIGHTS HOMEOWNERS
ASSOCIATION**

AMENDED

**DECLARATION OF PROTECTIVE
COVENANTS, RESERVATIONS,
RESTRICTIONS AND EASEMENTS**

AS OF

MARCH 31, 2004

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Madison Heights Homeowners Association

Declaration of Protective Covenants, Reservations, Restrictions, and Easements

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND COMMON EASEMENTS, made this _____ day of _____, 1988, by Madison Heights Associates, Inc., a corporation organized and existing under the laws of the State of Maine, with a principal place of business in Naples, Maine, hereafter referred to as the "Declarant".

WHEREAS, Declarant has acquired by warranty deed of Madison Heights Associates, a Maine general partnership, dated June 16, 1987, and recorded in the Cumberland County Registry of Deeds at Book 7907, Page 188, a certain lot of parcel of land situated in the Town of Naples, County of Cumberland, and State of Maine, containing approximately 182 acres, more or less, and extending in a general northeasterly direction from Route 35, so-called, in Naples, Maine; and

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Naples, which is a portion of the above-referenced land acquired from Madison Heights Associates, which developments is known as Madison Heights and is more particularly described in a Plan entitles "Madison Heights Subdivision", Naples, Maine made for Madison Heights Associated by DeLuca-Hoffman Associates, Inc., dated January 19, 1988, as revised, approved by the Town of Naples Planning Board on April 19, 1988, and recorded in the Cumberland Country Registry of Deeds in Plan Book 170, Page 47; and

WHEREAS, Declarant desires to provide for the improvement of Madison Heights 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 of Madison Heights 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 Madison Heights 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 to the provisions for a homeowners association for the administration and enforcement of same, the maintenance and improvement of certain common facilities, and the establishment, collection and disbursement of assessments, all as set forth hereinafter, each and all of which are for the benefit of the property and of each lot owner of the subdivision;

NOW, THEREFORE, Declarant hereby declares that the property shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the protective covenants and restriction, the reservations and exceptions, the common rights and easements, and the provisions for a homeowners association 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, common easements, and provisions for a homeowners association are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the parcels located thereon, to create mutual, equitable, servitudes upon each of the parcels in favor of each and all other parcels 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 its grantees, successors, 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 its grantees, successors, and assigns, and by the Association.

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 above-referenced Plan of Madison Heights.
- B. Association: The homeowners association named "Madison Heights Homeowners Association" which Declarant has organized as a non-profit corporation for the purpose of administering and enforcing the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way and other common facilities, and otherwise carrying out the functions of a homeowners association and the provisions and objectives of this Declaration.
- C. Declarant: Madison Heights Associates, Inc., as aforesaid, and any successor to all of its right, title, and interest in and to the property.
- D. Owner: The record owner, whether one or more persons or entities, of the fee simple title to any parcel, but not including Declarant.
- E. Parcel: Any one of the numbered lots within the property as shown upon the Plan, which may hereafter be conveyed by Declarant.
- F. Plan: That Plan labeled "Madison Heights" Naples, Maine, dated January 19, 1988, approved by the Planning Board of the Town of Naples, Maine on April 19, 1988, and recorded in the Cumberland County Registry of Deeds in Plan Book 170, Page 47.

ARTICLE II **SUPPLEMENTAL DECLARATIONS**

This Declaration may be amended from time to time by supplemental declarations duly executed by Declarant, or by Madison Heights Homeowners Association, pursuant to a vote of the owners

In accordance with the Bylaws of Madison Heights Homeowner Association, and recorded in the Cumberland County Registry of Deeds. No such amendment shall render invalid any use of 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.

ARTICLE III **RESERVATIONS AND EXCEPTIONS**

There is hereby excepted and reserved as appurtenant to each of the parcels, a right-of-way over the road as designated on the Plan. There is further accepted and reserved hereby to the Declarant, for so long as he shall own any portion of the numbered parcels, and thereafter to the Association the following:

- A. **Road:** A right-of-way for all purposes over, across and through the road, 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.

The Declarant specifically accepts and reserves to itself, its successors and assigns a right-of-way for all purposes over, across, and through the road, 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. Said right-of-way shall be for the benefit of other land of the Declarant located at the southeasterly corner of the development.

- B. **Common Areas:** The right of access to, across, and through the common areas as shown on the Plan.

- C. **Underground Utilities:** Declarant reserves the right to grant easements for utility purposes to enter onto any lot within fifteen (15) feet of the road side 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.

- D. **Grading and Drainage Easement:** Declarant reserves the right to enter onto any lot within thirty (30) feet of the road sideline for the purpose on constructing, reconstructing, installing, replacing, and maintaining any drainage systems as shown on the Plan. Declarant also reserves within said thirty (30) foot strip, an easement for the purpose of grading for the road systems and drainage systems. Promptly after any entry onto any lot for the purposes, the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.

- E. **Other:** The right to exercise throughout the property any rights or powers hereinafter conferred upon the Association by amended Declaration.

ARTICLE IV

COMMON RIGHTS AND EASEMENTS

Each conveyance of a parcel shall be deemed to include as appurtenant to said parcel, subject to such reasonable regulations as may be established from time to time by the Association, the following:

- A. **Access:** A right-of-way for all purposes over and along the road, in the subdivision, as said is shown on the Plan, in common with Declarant and in common with the owners of the other parcels.
- B. **Common Areas:** A right of reasonable use of the common areas for purposes of passive and active recreation. No improvements shall be made within the common areas except as authorized by the Planning Board of the Town of Naples, provided however, that owners of lots abutting said common areas may be granted easements for the purpose of drilling wells within the common areas. Said easements shall be granted at the discretion of Declarant. The Association shall have the power and duty to set rules and regulations concerning the use of said common areas.

The Declarant reserves for the benefit of other land owned by Declarant at the southeasterly corner of the development, the right to grant others similar rights to use the common areas.

- C. **Drainage Easements:** All drainage easements as shown on the Plans shall be deeded to the Association and the Town of Naples. The Association shall have the right, duty, and obligation to maintain said drainage easements in proper working order. The Association may rely on the recommendations of a registered professional engineer to determine its maintenance obligations pursuant to this paragraph.

ARTICLE V

PROTECTIVE COVENANTS AND RESTRICTIONS

- A. **Residential Use:** No parcel 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 1350 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.
- B. **Prohibition on Subdividing Land:** No parcel 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.
- C. **Road Maintenance:** The Declarant shall construct the roadways designated on the Plan in accordance with the Plans and specifications approved by the Planning Board for the

Town of Naples. Madison Heights Homeowners Association shall have the right, duty, and obligation to maintain the roadways.

- D. Design of Dwelling: The design of residential dwelling and other acceptable buildings, including, but not limited to, materials, colors, textures, building shape, roof lines, character harmonious with the natural beauty of the Madison Mountain environment. The design of all proposed residential dwellings shall be submitted to and approved in writing by the Madison Heights Homeowners Association Design Review Board prior to the commencement of construction of any such dwelling.
- E. Maintenance: All parcels, 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.
- F. 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 parcel, unless such alteration is approved by the owners of all parcels affected.
- G. Compliance with Ordinances: All construction activities, including the siting of buildings, septic systems, and water supply shall be in accordance with all local and state laws, codes, ordinances, and regulations.
- H. 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.
- I. Siding: 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 or other suitable material.
- J. Trash: Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from the road or any other parcel.
- K. Tree Cutting: Prior to lot developments, cutting of trees by professional loggers may be performed in accordance with the following:
 - A. A 35 per cent selective cut of the trees over 8" DBH over the entire site except as follows:
 1. No cutting within 100 feet of the perennial or intermittent streams.
 2. No cutting of softwoods within the deer feeding area.

3. No cutting in areas along the street frontage of any parcel for width of 15 to 25 feet per town conditions or preliminary approval.
- B. Individual homeowners shall be permitted to cut trees in accordance with the following:
1. Any cutting of trees on any lot shall be limited to such cutting as is necessary for constructing a house, well, driveway, disposal field, and lawn area not to exceed 10,000 square feet (which shall include the work area surrounding the house during construction). There shall be no cutting of trees within buffer zones except as expressly permitted by the definition of the particular buffer zone. Area of tree removal shall be revegetated to the extent practical in an effort to maintain the natural beauty of the environments. This section shall preclude the removal of diseased or naturally damaged trees.
- L. Completion of Construction: Any construction, including landscaping, commenced on any lot shall be completed within a period of 12 months from the date construction originally commenced.
- M. Unregistered Motor Vehicles: No unregistered motor vehicles may be kept on any property located in the subdivision unless it is parked in an enclosed garage.
- Registered Motor Vehicles: 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.
- N. Tractor Trailers: No tractor trailers may be kept on any property located in the subdivision.
- O. Recreational Vehicles: All recreational vehicles shall be stored where they are not visible from the road.
- P. Water Supply: The water supply for each lot shall be provided by means of drilled wells.
- Q. Sediment and Erosion Control Plan: All construction activities shall be in accordance with the Stormwater Management and Erosion and Sediment Control Program prepared by DeLuca-Hoffman Associates, In., dated August 4, 1987, and on file with the Town of Naples.
- R. Buffer Zones/Drainage Easement: Four buffer zones and a drainage easement have been created as shown on the Plan. The permitted uses, non-permitted uses, and optional-permitted uses are as shown on a table labeled, "Buffer/Easement" as shown on said Plan.

S. Septic Tanks: The Association shall have the right and duty to enter, at reasonable times, each parcel for the purpose of pumping, at least once every three (3) years the individual septic tanks located thereon and to perform such other maintenance activities necessary to keep the waste disposal systems located thereon in satisfactory working condition. The Association shall have, in accordance with the Bylaws and this Declaration, the right, duty, obligation, and responsibility for assessing each owner for the costs incurred in maintaining the individual septic tanks.

T. Mailboxes: Mailboxes shall not be allowed within the subdivision except as provided by Declarant.

U. Restrictions on Plan: All lots shall be held subject to and with the benefit of any restrictions, covenants, general notes, or other matters, if any, as shown on the Plan.

V. Road Frontage/Lot Size/Setbacks: All lots shall meet the minimum road frontage requirement of 150 feet and the minimum lot size requirement of 40,000 square feet.

- Lot line setbacks for buildings located there on shall be as follows:
Front - 50 feet Side - 30 feet Rear - 75 feet
- Lot line setbacks are depicted on the Plans.

For accessory buildings (including attached/detached garages), the side and rear setback lines may be reduced by 50 percent. It is further noted that no principal or accessory building shall be located within a drainage easement. Buffer Zones, as shown on the Plans, shall not be reduced by the provisions of this section.

W. Stump Dump: The stump dump shown on the Plan is for use by the developer only during construction of the project roadways. Such use by the developer shall be subject to restrictions imposed by the Department of Environmental Protection. Upon completion of construction, the developer shall loam, seed, fertilize, and mulch the stump dump, remove the fencing, and it shall become a portion of the common area of the development.

X. Maintenance of Infiltration System: A maintenance plan for the infiltration system has been prepared by DeLuca-Hoffman Associates, Inc., of Portland, Maine and has been approved by the State of Maine Department of Environmental Protection. The Association shall have the right, duty, and obligation to maintain the infiltration system in accordance with said plan. Any alterations to such maintenance plan must be approved by the State of Maine Department of Environmental Protection.

ARTICLE VI
MADISON HEIGHTS 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 he retains title to any parcel on the Plan.

- A. Purposes: The purposes of the Association shall be the maintenance of the roads 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.
- B. Bylaws: The Association shall be organized and operated pursuant to the Bylaws of Madison Heights 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:
 - (1) Each owner shall be assessed by the Association, at least annually, a fee covering his share of the net cost 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.
 - (2) Such assessments as collected by the Association shall include any municipal taxes as charges against the common areas or the road. Each owner shall pay a share of such tax proportionate to the number of parcels owned by him.
 - (3) Such assessments, together with interest thereon, and costs 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 30 days after the due date, the assessment shall bear interest at the rate of eighteen percent (18%) 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 attorneys' fees to be fixed by the court, together with costs of the action.

IN WITNESS WHEREOF, Madison Heights Associates, Inc. has caused this instrument to be signed and sealed in its corporate name by Gerard E. Connelly, its president; thereunto duly authorized this 8th day of April, ~~1988~~ 2004.

WITNESS: MADISON HEIGHTS ASSOCIATES, INC.

Heidi H. Shumate
Heidi H. Shumate
BY: Gerard E. Connelly
Gerard E. Connelly
President

STATE OF MAINE
CUMBERLAND, s.s.

April 8, 1988x

Then personally appeared the above-named Gerard E. Connelly, President of Madison Heights Associates, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Heidi H. Shumate
Notary Public/Attorney at Law
Heidi H. Shumate
My Commission Expires 11/15/07

SAWYER, SAWYER & MINOTT, P.A.
~~Seacoast Trail - Unit 13~~
P.O. Box 1177
Windham, ME 04062

Received
Recorded Register of Deeds
Apr 09, 2004 02:34:27P
Cumberland County
John B O'Brien

SAWYER, SAWYER & MINOTT, P.A.
P.O. Box 1177
Windham, ME 04062

Amended 3/31/04