

**DECLARATION OF PROTECTIVE COVENANTS,
RESERVATIONS, RESTRICTIONS, AND EASEMENTS
OF
ROLLING BROOK HOMEOWNERS ASSOCIATION**

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND COMMON EASEMENTS, made this ____ day of _____, 2008, by Rolf & Susan Dries, with an address of 220 Pope Road, Windham, Maine 04062, hereinafter referred to as the "Declarant".

WHEREAS, Declarant has acquired by deed of _____ dated _____, and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____, a certain lot or parcel of land situated on Route 121, in the Town of Raymond, County of Cumberland, and State of Maine, containing approximately _____ acres; and

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Raymond, which development is known as Rolling Brook and is more particularly described in a Plan of "Rolling Brook " made by Terradyn Consultants, L.L.C., dated _____, 2007, approved by the Town of Raymond Planning Board on _____ 2007, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____; and

WHEREAS, Declarant desires to provide for the improvement of Rolling Brook 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 Rolling Brook 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 Rolling Brook 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 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 of 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.

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, the common rights and easements, and the provisions of 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 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, and by the homeowners 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 Plan of Rolling Brook Subdivision.
- b. Association. The homeowners association named Rolling Brook Homeowners Association, which Declarant has organized as a nonprofit 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. Rolf & Susan Dries, as aforesaid, and any successor to all of Declarant's 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 lot or parcel, but not including Declarant.
- e. Lot or 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 "Rolling Brook Subdivision," dated _____, approved by the Planning Board of the Town of Raymond, Maine, on _____, 2007, and

recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____.

ARTICLE II
Supplemental Declarations

This Declaration may be amended from time to time by Supplemental Declarations duly executed by Declarant, or by the Rolling Brook Homeowners Association, pursuant to a vote of the owners in accordance with the Bylaws of the Rolling Brook Homeowners Association, 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. Any amendment that relates to the maintenance, operation and use of the Fire Lane (located between the terminus of Rolling Brook Drive and the Libby Road located in Casco), access gate and associated locking system shall require written consent of the Town of Casco Board of Selectmen and the Town of Raymond Planning Board.

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 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 and drainage areas adjacent to, within or under the traveled portion of said roads.
- b. Common Areas. The right of access to, across, and through the common areas as shown on the Plan.
- c. 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.

- d. Other. The right to exercise throughout the property any rights or powers hereinafter conferred upon the Association by amended Declaration.
- e. Lot 1 of the Rolling Brook Subdivision, being a member of Hemlock Lane Homeowners Association and created prior to approval of Rolling Brook Subdivision by the Town of Raymond is exempt from membership in Rolling Brook Subdivision Homeowners Association.

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 of the Subdivision, 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 Open Space shown on the Plan, for purposes of passive recreation, provided that no improvements shall be made except as authorized by the Planning Board of the Town of Raymond. The Association shall have the power and duty to set rules and regulations concerning the use of said common area. As used in this Declaration, the term “passive recreation” means activities which have relatively low impacts on the land, such as walking, hiking, jogging, picnicking, bird watching, wildlife observation, cross-country skiing, snowshoeing, bicycle riding (non-motorized), horseback riding and the like

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. 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 or to correct boundary line locations.

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 Raymond. Thereafter, the Rolling Brook Homeowners Association shall have the right, duty, and obligation to maintain the roadways, unless and until the Town of Raymond accepts the Road and assumes the responsibility for maintenance therefore which the Town has no obligation to do. This responsibility of the Association extends to the Fire Lane that connects Rolling Brook Road to Libby Road.

a. Hemlock Lane Maintenance

- i. The road maintenance including snow removal, will be shared between Hemlock Lane Homeowners Association and Rolling Brook Subdivision Homeowners Association. Maintenance expenses will be divided fairly and equally by residents of both associations.
- ii. Maintenance to the ponds and culverts feeding the two ponds is the responsibility of Rolling Brook Subdivision Homeowners Association.

d. Snow Removal. Unless and until the time the roads of Rolling Brook Subdivision (including the Fire Lane that connects Rolling Brook Road to Libby Road) are accepted by the Town of Raymond, which the Town has no obligation to do, snow removal costs shall be divided fairly and equally by and paid by all inhabitants for the pending winter season. An inhabitant is defined as a homeowner, lot owner, or builder planning to use the road for the winter season. All money is due by November 1st each year payable to the snow contract coordinator.

Notwithstanding any forgoing provisions regarding the allocation of expenses, if any maintenance or repair of the road is necessitated by the act of any owner (present or Future) of a lot accessed by these roads or by the act of any such owners employees, guests, invitees, contractors, or agents, and such maintenance or repair is not due to normal wear and tear of roadways and is not due to a defective condition of the roadway, the costs of such maintenance and repair shall be borne solely by such owner. Specifically and not by way of limitation, if during the period of construction on a lot, the roadway is damaged because of construction vehicles on such lot, then the cost of repairing such damage shall be borne solely by the owner of such lot.

e. Fire Lane (See Note #19 on Plan).

1. The fire lane between the terminus of Rolling Brook Road and the Libby Road located in Casco is intended to and shall remain a private access under the control of the Rolling Brook Subdivision Homeowners Association. The Association shall be responsible for maintaining the fire lane and gate in accordance with parameters established in this note

and set forth in the Association Documents. No changes to Note #19 on the Plan or to this Section V(e) of this Declaration shall be permitted without the expressed written consent of the Casco Board of Selectmen and the Raymond Planning Board.

2. Access to the fire lane shall be limited to the following vehicle traffic:
 - a. Emergency service vehicles, including but not limited to the fire and rescue vehicles serving the Town of Casco, Town of Raymond, Cumberland County and the State of Maine
 - b. Lot owners and guests of Lot 5 of the Rolling Brook Subdivision, provided that the owners and guests of Lot 5 may not use the fire lane for access to Libby Road and must access the fire lane only from the terminus of Rolling Brook Road
 - c. Snow plowing vehicles. The Rolling Brook Subdivision Homeowners Association will be responsible for all necessary snow removal of the fire lane. The fire lane and access gate must be kept free of snow and in passable condition. Upon snowfall, the snow shall be removed from the fire lane as soon as practicable.
 - d. Road maintenance vehicles. The Rolling Brook Subdivision Homeowners Association will have the right, duty and obligation to maintain the fire lane. The fire lane must be kept in passable condition.
 - e. In the case of natural disaster or emergency, the towns of Raymond and Casco may temporarily authorize local residents to use the Fire Lane.
 - f. The Town of Casco shall have the right to pursue enforcement action against the Rolling Brook Subdivision Homeowners Association in the event that the Fire Lane is not utilized or maintained in a manner consistent with applicable standards. The Association shall be responsible for legal and other costs incurred by the Town of Casco as a result of enforcement action necessary to ensure compliance.
 3. Access to Libby Road from the fire lane shall be blocked by a gate outfitted with a lock box per the Town of Casco and Town of Raymond Fire and Rescue Department requirements. Keys shall be provided to the Town of Casco and Town of Raymond Fire and Rescue Departments upon request (if applicable).
 4. The gate and locking system shall be under the control of the towns of Raymond and Casco.
 5. A barrier shall be installed and maintained adjacent to the gate area to prevent vehicles from bypassing the gate. The barrier shall be inspected from time to time by the Rolling Brook Subdivision Homeowners Association and reinforced/expanded if evidence of a bypass is observed.
- f. Common Areas, Open Space and Access to Amenities. The principal purpose of the Common Open Space shown on the Plan is the conservation and preservation of natural resources. Passive recreation is allowed as long as the passive recreation activity is

consistent with that conservation and preservation purpose. Homeowners and guests are allowed by easement to access the Common Open Space for the purpose of access to trails and passive recreation as defined in Section IV(b) above. The general public is allowed by easement to use the trails within the Open Space, provided that the point of public entry to the Open Space shall be in the location of the CMP and pipeline easement at the Route 121 end of the Subdivision, as depicted on the Plan.

The Declarant has the right to limit public access to various common trails and amenities as it sees necessary to manage the Common Open Space in a manner consistent with the conservation and preservation purposes expressed above. Hunting is not to be allowed in the common area for the safety of the lot owners and guests.

The forested areas of the Common Open Space shall be managed at the Association's expense by a local certified commercial forestry management firm with Forestry Stewardship Certification, which promotes forest harvesting methodologies with the following goals.

1. conservation of scenic quality;
2. protection of water quality, wetlands, and riparian zones;
3. protection of unique or fragile natural areas;
4. conservation of native plant and animal species;
5. maintenance of soil productivity;
6. protection of unique historic and cultural features.

- g. 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 Rolling Brook environment.

On all lots the principle residence to be build must have at least 1,300 square feet of habitable space. Basements, garages, carports, porches (screened or otherwise) sloops, and terraces do not count as habitable space. There will be no trailers or mobile homes allowed. Manufactured multi-story housing is allowed. All houses shall be erected with a continuous foundation and shall include a heating system for year-round occupancy.

- h. Maintenance. All parcels, including the common areas and walking trails, 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.

- i. 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.
- j. 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.
- k. 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.
- l. 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 or other suitable material. Roofs of all buildings erected on any lot shall be pitched.
- m. Trash. Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from the road or any other parcel.
- n. Tree Cutting. Any cutting of trees shall be done in compliance with the Plan. This section shall not preclude the removal of diseased or naturally damaged trees.
- o. 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. The Association shall have the right to set, assess, and levy fines for violation of this section.
- p. Unregistered Motor Vehicles. No unregistered motor vehicles may be kept on any 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.
- q. Tractor Trailers. No tractor trailers may be kept on any property located in the subdivision.
- r. Water Supply. The water supply for each lot shall be provided by means of drilled well.
- s. Compliance with Stormwater Management Report. The Rolling Brook Homeowners Association shall comply with the maintenance requirements of the Stormwater Management System

in accordance with the Stormwater Management Report approved by the Maine Department of Environmental Protection. The maintenance of the stormwater management structures will be the responsibility of the homeowners association. The inspections, inspection logs and reports shall be performed and prepared by a professional engineer, registered in the State of Maine, per requirement of the Town of Raymond Planning Board. The association shall, within three months of the expiration of each five-year interval from the date of the approved Site Location of Development Permit for the Rolling Brook Subdivision, submit a report certifying that all appropriate and relevant activities for each of the stormwater management systems has been performed on the prescribed schedule (see Table 11-1 of this Declaration).

The Declarant has selected Terradyn Consultants L.L.C., a professional civil engineering company to perform the stormwater inspection duties, but the Association shall remain legally responsible for maintenance of the stormwater management system.

Records of all inspections and maintenance work accomplished must be kept on file and retained for a minimum 5 year time span. The inspection and maintenance log book will be kept by Terradyn Consultants L.L.C. or its appointed designee or successor and will be made available to the DEP upon request. At a minimum, the appropriate and relevant activities for each of the stormwater management systems will be performed on the prescribed schedule.

Inspection & Maintenance Tasks:

NOTE: The following instructions are excerpts from the Maine Department of Environmental Protection's *Stormwater Management for Maine, Volume III BMPs Technical Design Manual*, dated January 2006.

Conveyance & Distribution Systems: (Stormwater Channels & Culverts, etc.)

- 1. Mowing:** Grass should not be trimmed extremely short, as this will reduce the filtering effect of the swale (MPCA, 1989). The cut vegetation should be removed to prevent the decaying organic litter from adding pollutants to the discharge from the swale. The mowed height of the grass should be 2-4 inches taller than the maximum flow depth of the design water quality storm. A minimum mow height of 6 inches is generally recommended (Galli, 1993).
- 2. Routine Maintenance and Inspection:** The area should be inspected for failures following heavy rainfall and repaired as necessary for newly formed channels or gullies, reseeding/ sodding of bare spots, removal of trash, leaves and/or accumulated sediments, the control of woody or other undesirable vegetation and to check the condition and integrity of the check dams.
- 3. Aeration:** The buffer strip may require periodic mechanical aeration to restore infiltration capacity. This aeration must be done during a time when the area can be reseeded and mulched prior to any significant rainfall.
- 4. Erosion:** It is important to install erosion and sediment control measures to stabilize this area as soon as possible and to retain any organic matter in the bottom of the trench.

5. Fertilization: Routine fertilization and/or use of pesticides is strongly discouraged. If complete re-seeding is necessary, half the original recommended rate of fertilizer should be applied with a full rate of seed.

6. Sediment Removal: The level of sediment deposition in the channel should be monitored regularly, and removed from grassed channels before permanent damage is done to the grassed vegetation, or if infiltration times are longer than 12 hours. Sediment should be removed from riprap channels when it reduces the capacity of the channel.

7. Catch Basins: All catch basins, and any other field inlets throughout the collection system, need to be inspected on a monthly basis to assure that the inlet entry point is clear of debris and will allow the intended water entry. At that time, these will be cleared, if necessary on a yearly basis or when sediment reaches two thirds of total volume. Catch basins need to be vacuumed and cleaned of all accumulated sediment. This work must be done by a vacuum truck under contract. The removed material must be disposed of in accordance with the Maine Solid Waste Disposal Rules.

Roadways & Parking Surfaces:

Paved surfaces shall be swept or vacuumed at least twice annually in the Spring to remove all Winter sand, and periodically during the year on an as-needed basis to minimize transportation of sediment during rainfall events.

Runoff Filtration Systems:

- 1. Maintenance Agreement:** A legal entity should be established with responsibility for inspecting and maintaining any underdrained filter. The legal agreement establishing the entity should list specific maintenance responsibilities (including timetables) and provide for the funding to cover long-term inspection and maintenance.
- 2. Soil Filter Inspection:** The soil filter should be inspected after every major storm in the first few months to ensure proper function. Thereafter, the filter should be inspected at least once every six months to ensure that it is draining within 24 hours.
- 3. Soil Filter Replacement:** The top several inches of the filter shall be replaced with fresh material when water ponds on the surface of the bed for more than 72 hours. The removed sediments should be disposed in an acceptable manner.
- 4. Sediment Removal:** Sediment and plant debris should be removed from the pretreatment structure at least annually.
- 5. Mowing:** Filters with grass cover should be mowed no more than 2 times per growing season to maintain grass heights less than 12 inches.
- 6. Fertilization:** Fertilization of the underdrained filter area should be avoided unless absolutely necessary to establish vegetation.
- 7. Harvesting and Weeding:** Harvesting and pruning of excessive growth will need to be done occasionally. Weeding to control unwanted or invasive plants may also be necessary.

Wet Ponds:

- 1. Maintenance Agreement:** A legal entity should be established with responsibility for inspecting and maintaining a wet pond. The legal agreement establishing the entity should list specific maintenance responsibilities and provide for the funding to cover long-term inspection and maintenance.
- 2. Clearing Inlets and Outlets:** The inlet and outlet of the pond should be checked periodically to ensure that flow structures are not blocked by debris. All ditches or pipes connecting ponds in series should be checked for debris that may obstruct flow. Inspections should be conducted monthly during wet weather conditions from March to November. It is important to design flow structures that can be easily inspected for debris blockage.
- 3. Gravel Trench Outlet Inspection:** The gravel trench outlet should be inspected after every major storm in the first few months to ensure proper function. Thereafter, the gravel trench should be inspected at least once every six months. Inspection consists of verifying that the pond is slowly emptying through the gravel filter for a short time (12- 24 hours) after a storm and those potentially clogging materials such as accumulations of decaying leaves are not preventing

discharge through the gravel.

4. Gravel Replacement: The top several inches of the gravel in the outlet trench must be replaced with fresh material when water ponds above the permanent pool for more than 72 hours. The removed sediments should be disposed of in an acceptable manner.

5. Inspecting Ponds for Instability and Erosion: Wet ponds should be inspected annually for erosion, destabilization of side slopes, embankment settling and other signs of structural failure. Corrective action should be taken immediately upon identification of problems.

6. Maintenance Dredging: Wet ponds lose 0.5-1.0% of their volume annually due to sediment accumulation. Dredging is required when accumulated volume loss reaches 15%, or approximately every 15-20 years.

<u>Task Frequency:</u>				
Table 11-1 Long-Term Inspection & Maintenance Plan				
	Spring	Fall or Yearly	After a Major Storm	Every 2-5 Years
Vegetated Areas				
Inspect all slopes and embankments	X		X	
Replant bare areas or areas with sparse growth	X		X	
Armor areas with rill erosion with an appropriate lining or divert the ero-sive flows to on-site areas able to withstand concentrated flows. See Appendix A(5) of Rule.	X		X	
Stormwater Channels				
Inspect ditches, swales and other open stormwater channels	X	X	X	
Remove any obstructions and accumulated sediments or debris	X	X		
Control vegetated growth and woody vegetation		X		
Repair any erosion of the ditch lining		X		
Mow vegetated ditches		X		
Remove woody vegetation growing through riprap		X		
Repair any slumping side slopes		X		
Replace riprap where underlying filter fabric or underdrain gravel is showing or where stones have dislodge		X		
Culverts				
Remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit	X	X	X	
Repair any erosion damage at the culvert's inlet and outlet	X	X	X	
Catch Basin Systems				
Remove and legally dispose of accumulated sediments and debris from the bottom of the basin, inlet grates, inflow channels to the basin, and pipes between basins.	X	X		
Remove floating debris and floating oils (using oil absorptive pads) from any trap designed for such	X	X		
Roadways and Parking Surfaces				
Clear accumulated winter sand in parking lots and along roadways	X			
Sweep pavement to remove sediment	X			
Grade road shoulders and remove excess sand either manually or by a front-end loader	X			
Grade gravel roads and gravel shoulders	X			
Clean-out the sediment within water bars or open-top culverts	X			
Ensure that stormwater is not impeded by accumulations of material or false ditches in the shoulder	X			

Table 11-1 Long-Term Inspection & Maintenance Plan				
	Spring	Fall or Yearly	After a Major Storm	Every 2-5 Years
Buffers				
Inspect treatment buffers for evidence of erosion, concentrated flow, or encroachment by development		X		
Manage the buffer's vegetation with the requirements in any deed restrictions		X		
Mow vegetation in non-wooded buffers no shorter than six inches and less than three times per year		X		
Repair any sign of erosion within a buffer		X		
Inspect and repair down-slope of all spreaders and turn-outs for erosion		X		
Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow		X		
Clean-out any accumulation of sediment within the spreader bays or turnout pools		X		
Stormwater Detention and Retention Facilities				
Inspect the embankments for settlement, slope erosion, internal piping, and downstream swamping. A professional engineer must review these immediately.		X	X	
Mow the embankment to control woody vegetation		X		
Inspect the outlet control structure for broken seals, obstructed orifices, and plugged trash racks		X	X	
Remove and dispose of sediments and debris within the control structure		X		
Repair any damage to trash racks or debris guards		X		
Mow vegetated spillways to control woody vegetation and replace any dislodged stone in riprap spillways		X		
Remove and dispose of accumulated sediments within the impoundment and forebay				X
Runoff Infiltration Facilities				
Inspect and clean-out any pre-treatment measures that collect sediment and hydrocarbons entering an infiltration measure	X	X		
Provide for the removal and disposal of accumulated sediments within the infiltration area				X
Renew the infiltration measure if it fails to drain within 72 hours after a rainfall of one-half inch or more				X
Till and replant the soil of vegetated infiltration basins				X
Reconstruct rock-lined basins or stone-filled trenches by removing the stones, replacing new underlying filter fabric, and tilling or removing the underlying soil				X

Table 11-1 Long-Term Inspection & Maintenance Plan				
	Spring	Fall or Yearly	After a Major Storm	Every 2-5 Years
Proprietary Treatment Devices				
Contract with a third-party for the removal of accumulated sediments, oils, and debris within the device and replacement of any absorptive filters.	The frequency of maintenance is established by the unit's storage capacity, the pollutant load and the manufacturer recommendations			
Other Practices and Measures				
Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures.				

Rolling Brook 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 operation and maintenance of the roads in the subdivision, common drives, the dry hydrants servicing 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 Rolling Brook Homeowners Association, which Bylaws shall be recorded in the Cumberland County Registry of Deeds, as amended from time to time by the Association. A copy of the Bylaws is attached hereto as Exhibit A.
- 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 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 have a lien against the lot so assessed which may be enforced in the same manner and with the same force and effect as a mechanics lien filed pursuant to 14 M.R.S.A. et seq. 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.

- iv. Upon the purchase of a lot from the Declarant, a lot owner shall pay the sum of \$0.00 as an initial fee to the Homeowners Association.

- e. Road Maintenance Requirements. The roads shall be repaired and maintained to safe and passable standards for two wheel drive vehicles. The roads shall be kept in at least the condition established by the Town of Raymond pursuant to its approvals of the Rolling Brook Subdivision. Such plans being on file with the Town of Raymond.

IN WITNESS WHEREOF, Rolf & Susan Dries have executed this instrument this ____ day of _____, 2007.

Witness

Rolf Dries

Witness

Susan Dries

STATE OF MAINE, _____, 2007
Cumberland, ss.

Then personally appeared the above-named Rolf & Susan Dries and acknowledged the foregoing instrument his free act and deed

Before me,

Notary Public/Attorney at Law
Printed Name:

- 1. My Commission Expires