

DM ROMA

CONSULTING ENGINEERS

November 12, 2021

Alex Sirois, Code Enforcement Officer
Town of Raymond
401 Webbs Mills Road
Raymond, ME 04071

Re: Boulder Bend Subdivision – a 9-lot Open Space subdivision off Patricia Avenue

Dear Alex and Planning Board Members:

On behalf of R.N. Willey & Sons, Inc. we have enclosed the following information in response to comments received for the above referenced project:

- We made revisions to the Subdivision Plan to increase the lot sizes on Lots 4 and 5 so that they are above the required 0.5 acres, and also increased the open space area to 3.82 acres. To explain how we got to the open space number, the total combined area of the 9 clustered lots is 4.79 acres. If each lot were the minimum lot size required in the VR Zone at 40,000 SF each, the total area of the 9 lots would need to be 8.26 acres. So the total required open space would be 8.26 acres minus 4.79 acres = 3.47 acres. We have adjusted the open space on the attached revised Subdivision Plan to show 3.82 acres of open space, which exceeds the minimum requirement of 3.47 acres.
- A note was added to the Subdivision Plan requiring basement slabs to be set at least 1 ft above the wetland elevation.
- Attached is a letter of financial capacity from Evergreen Credit Union.
- Attached are draft HOA documents for the road and open space, and a draft easement deed.

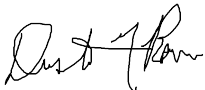
The Maine DEP is currently writing the order for the Stormwater Permit and we expect to receive it before the end of November.

We request that the Planning Board grant a waiver from the Road Construction Standard that requires a maximum road grade of 2% within 75 ft of the intersection. We are proposing a road grade of 4% which matches the cross-slope grade of Patricia Avenue and allows for flatter grade on the rest of the new road to transition to the high point. The Public Works Director and Town's Engineering Consultant have reviewed the condition in the field and are supportive of the waiver request.

Upon your review of the enclosed information, please let us know if you have any questions or require additional information.

Sincerely,

DM ROMA CONSULTING ENGINEERS



Dustin M. Roma, P.E.
President

Evergreen

Credit Union
Commercial

October 15, 2021

Mr. Ronald Willey
PO Box 28
South Casco, Maine 04077

Re: Boulder Bend Subdivision, Raymond, Maine 04071

Dear Ron,

Please accept this letter as confirmation that Evergreen Credit Union finds you to have the ready resources and capacity to complete the above-referenced subdivision. Should you have any questions, do not hesitate to call.

Regards,



Meghan M. Dudley
AVP, Commercial Loan Officer

egcu.org

Local Financing Leader

Commercial Office

Serving Cumberland and York Counties

1 Westbrook Common, Suite 3
Westbrook, ME 04092

(207) 221-5000
info@egcu.org
Fax: (207) 221-5018



**EASEMENT DEED AND
ROAD MAINTENANCE AGREEMENT
BOULDER BEND, RAYMOND, MAINE**

DEED AND AGREEMENT made this ____ day of _____, 2021 by R.N. Willey & Sons, inc.. whose mailing address is P.O. Box 28, 13 Scott Drive, South Casco, Maine (hereinafter the “Declarant” or “Landowner”):

WITNESSETH

WHEREAS, Declarant is the owner of a certain lot or parcel of land situated adjacent to but not on Patricia Avenue in Raymond, Maine being Lots numbered 1-9, 1 open space lot, and remaining land lot, as shown on a plan entitled “Amended Subdivision Plan Boulder Bend Subdivision” made for R.N. Willey & Sons Excavating, Inc. prepared by DM Roma dated October 13, 2021 and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____; and

WHEREAS, the lots shall be conveyed together subject to a minimum fifty (50) foot varying width Right of Way called “Boulder Bend Drive” extending in a southeasterly direction from Patricia Avenue, along lots 1-9 as shown on said plan; and

WHEREAS, the Declarant desires to establish and confirm a private way for the benefit of said ten lots in compliance with the Raymond Zoning Ordinance for private ways. Said private way being shown on a plan entitled “Subdivision Plan of Pipeline Road and Patricia Avenue, Raymond, Maine” made for R.N. Willey & Sons, located off Boulder Bend Drive, Raymond, Maine hereinafter referred to as Boulder Bend Drive; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the party hereto agree as follows:

1. All eleven lots shall share an easement in common over Boulder Bend Drive for the purpose of ingress, egress by pedestrians or vehicles, and for the installation, repair, maintenance, and replacement of all utility lines, pipes, conduits, and their appurtenant facilities, and said area may be improved for any such purposes. All lots shall be conveyed subject to and with the benefit of said easement which shall run with the land. Any lot owner, in the exercise of said rights granted hereunder shall restore the easement to its condition immediately prior to such use.

2. Pursuant to the terms of this Agreement, the Landowner agree to maintain the private way known as Boulder Bend Drive in Raymond, Maine which provides vehicular and pedestrian access to each of their properties including utilities and further agree to not obstruct or otherwise interfere with the use of said right of way by the other successive Landowners, their heirs, successors, or assigns.

3. The Landowner herein acknowledges that the total length of said private way shown as Boulder Bend Drive on said Plan constitutes an easement and/or right of way appurtenant to all of the lots which abut said private way or which are accessed by said private way. The right of way rights identified herein run with the land of the Landowners, and to their successors and assigns.

4. The private way shall be maintained by all lot owners of record, and said lot owners shall assume the maintenance costs with the following formula: the numerator is one and the denominator is the number of lots of record provided access by Boulder Bend Drive.

Said portion of the maintenance obligation shall be binding upon all of the Landowners' their heirs, successors and assigns.

5. The term "maintenance" as used herein shall be deemed to include:

(a) Maintaining the existing width and surface of the private way;

(b) Any existing drainage mechanisms shall be maintained;

(c) Suitable snowplowing and sanding equipment shall be employed as required for safe passage of vehicles;

(d) Grading the surface of said right of way shall be periodically completed so as to maintain a reasonably smooth level surface.

6. The decisions relating to the usual and ordinary maintenance of the said right of way shall be determined by majority vote of the Landowners required to contribute to the maintenance costs of the right of way, each lot of record having one vote. A meeting to establish maintenance plans shall be conducted at least once per year, or as otherwise called by a simple majority of lot owners. Notice and purpose of such meeting shall be given not less than 10 days nor more than 45 days prior to the meeting.

7. The decisions relating to improvements to the right of way such as paving, or changing the access way from its present condition or location, or any maintenance not described in Paragraph 5 above shall only be determined by the unanimous consent of all Landowners subject to this Agreement; each lot of record having one vote.

8. The Landowners shall be required to repair any damage caused to the right of way by them, individually, or caused by their agents, invitees, or guests. If any dispute results in the necessity of the initiation of legal proceedings to enforce this provision, the prevailing party will be entitled to recover his or her costs together with reasonable attorney fees.

9. The Landowners agree that all mortgagees of any property which abuts or is accessed by said private way and the successors, and assigns of said mortgagees, including but not limited to all FHA, HUD, or VA insured mortgage interests on said properties shall be considered third party beneficiaries of this Easement Deed/Road Agreement.

10. The Landowners agree that if there is deadlock in a decision, or if any party hereto or their heirs, successors, or assigns fails to pay his or her portion of any maintenance costs, or cost of damage under Paragraph 8, or otherwise fails to comply with this Agreement, the Landowners shall first engage the services of a professional mediator, costs split equally, and if unsuccessful, the Landowners agree to arbitrate the dispute before a single arbitrator agreed to by the parties, (or in the absence of agreement, before an arbitrator appointed by the Superior Court under the Uniform Arbitration Act) with costs and fees to be awarded by the arbitrator of the prevailing party.

11. The road shall be constructed in compliance with the Town of Raymond Zoning Ordinance.

12. The parties to this Agreement, for themselves, their heirs, successors, and assigns acknowledge, understand and agree that the Town of Raymond is not responsible for the maintenance, repair, plowing, or similar services for the approved private way as shown on said plan.

13. In the event that any or all of the private way is approved and accepted as a public road or way, then upon acceptance of said private way as a public way, this Agreement and the rights and obligations herein shall terminate as to any portion of the private way so accepted.

14. The provisions described herein shall be deemed covenants running with the land, burdening and benefitting the respective premises, and this easement with the covenants herein shall be binding on the respective heirs, successors, and assigns of the parties hereto.

15. The Landowners represent that they have carefully read the foregoing Easement Deed and Road Maintenance Agreement and know and understand the contents hereof and specifically acknowledge that the terms hereof are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the dates set for the as of the date first written:

R.N. Willey & Sons Excavating, Inc.

Ronald Willey, Sr., Vice President

STATE OF MAINE
Cumberland, ss.

_____, 2021

Personally appeared the above named Ronald Willey Sr. as Vice President of R.N. Willey & Sons Excavating, Inc., and acknowledged the foregoing to be his free act and deed and the free act and deed of the said R.N. Willey & Sons Excavating, Inc.

Before me,

Samantha J. Adams, Esq.
Attorney-at-Law

DECLARATION OF RESTRICTIONS AND COVENANTS
BOULDER BEND
RAYMOND, MAINE

This Declaration made as of this ____ day of _____, 2021 by **R.N. WILLEY & SONS EXCAVATING, INC.**, of the Town of South Casco, County of Cumberland, State of Maine (hereinafter referred to as “Declarant and/or Developer”).

WITNESSETH

WHEREAS, the Declarant owns certain land situated adjacent to Patricia Avenue and Pipeline Road in the Town of Raymond, County of Cumberland, State of Maine known as Boulder Bend Lane, which was conveyed to it by deed of Quinn P. Stanley, Jr. to R.N. Willey & Sons Excavating, Inc., dated December 12, 2002 and Recorded in the Cumberland County Registry of Deeds in Book 19376, Page 234, wherein Declarant proposes to develop, improve, and sell in accordance with the subdivision plan entitled “Amended Subdivision Plan Boulder Bend Subdivision” and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page ____ as the same may be from time to time amended (hereinafter the “Premises”); and

WHEREAS, Declarant desires to establish a common scheme and plan upon the property in favor of each present or future lot owner and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof; and

WHEREAS, it is desired that certain agreements, covenants and restrictions be imposed upon said lands for the protection of the Declarant, and its grantees, their heirs, personal representatives, administrators, successors and assigns.

NOW THEREFORE, in consideration of the Premises, Declarant hereby declares its said lands conveyed to it as described above are, and shall be held and conveyed subject to the agreements, restrictions, and covenants hereinafter set forth which shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, but which the Declarant shall be under no obligation to enforce. Said agreements, restrictions and covenants shall be determined to run with the land and shall be binding upon and enforceable by all parties having any right, title and interest in and to the Premises, or any portion thereof and their heirs, personal representatives, successors and assigns.

1. Residential Use. All lots or parcels of land conveyed shall be used solely for residential purposes and the usual and natural uses in connection there with. No lot or parcel of land within this subdivision shall be further subdivided without approval of the Town of Raymond Planning Board.
2. Membership in Boulder Bend Homeowners Association. Each lot owner (whether an individual, corporation, partnership, or other legal entity) of record of lots in the Boulder Bend Subdivision shall become a member of the Boulder Bend Homeowners

Association. Membership shall not include an owner of record whose only interest in such lot or parcel of land is a mortgagee under a real estate mortgage as security for the performance of an obligation, until and unless such owner shall have commenced proceedings under the laws of the State of Maine to foreclose such mortgage and shall have delivered a certificate to the office of the Secretary of the Association.

The Association shall be responsible for the operation, maintenance, repair and replacement of all roads, unless and until such roads have been dedicated and accepted by the Town of Raymond, ownership of common areas as conveyed by the Developer and common utilities within the Subdivision, and for the implementation and operation of the Stormwater Management Facilities Maintenance Plan which shall include responsibility for all detention and Stormwater management ponds.

3. Structures. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single-family one-story dwelling of not less than thirteen hundred fifty (1350) square feet or one two-story dwelling having not less than one thousand six hundred (1600) square feet of heated living space (exclusive of garages, porches, basements, and associated living space) together with auxiliary structures, such as private garages, storage buildings, barns, cabanas, pergolas, fences, or in-ground or above-ground swimming pools and the like, provided that such auxiliary structures shall be consistent with the residential nature of the lot. Each lot shall have a one-car garage for private use, constructed either an an integral part of the dwelling or as a detached building and adapted for the storage of not more than three (3) automobiles. In any event the construction of a garage, storage shed, barn or the like shall be in accordance with the terms specified in Section 6 of this Declaration.
4. Architectural Review. The initial dwelling and associated building to be constructed on any lot or parcel of land must have the written approval of the Declarant, its successors or assigns, before construction is commenced, as to the location of the dwelling, the type and style of architecture, and the type and quality of the building materials used. No dwelling or other building erected on any lot shall be covered with tar paper, asphalt siding, or corrugated metal siding but shall be covered with a natural wood, stone, brick, or vinyl siding and architectural roof shingles. All dwellings shall be constructed having a minimum 7-12 roof pitch (excluding porches and dormers). No chain link fences are allowed on any lot. The lot owner shall submit to Declarant, prior to commencing construction, a site plan showing all buildings, walks, exterior lighting plan, paved driveways, and patios, a landscaping plan, floor plans, elevations showing all facades of each proposed building. Declarant shall approve such plans if Declarant, in its sole discretion, that construction in accordance with such plans will not be detrimental to the Boulder Bend Subdivision development. Upon completion, pursuant to the plans agreed upon by Declarant, all dwellings shall be deemed to have complied with this paragraph. This requirement shall be without force or effect after Declarant has sold all lots.
5. Chimneys and Foundations. Any fireplace or chimney located on the exterior of the house shall be of brick or stone construction. No cinder block or metal chimneys

shall be allowed on the exterior of the house. Each building and structure on the premises shall be supported by a solid masonry foundation or slab.

6. Time for Construction. When the construction of the buildings on a lot is begun, work there on must be prosecuted diligently and must be completed within one (1) year from the date that construction (including excavation) begins. All disturbed areas not built upon or landscaped, shall be loamed and seeded at the close of construction. In any event, all landscaping shall be completed within nine (9) months of occupancy.
7. Easements. All lots in this subdivision are subject to and benefited by certain easements which are more particularly described in the Subdivision Plan of Boulder Bend, recorded in said Registry of Deeds in Plan Book 217, Page 81.
8. Compliance with Ordinances for the Town of Raymond. No building shall ever be erected on any lot hereby conveyed in violation of municipal standards. All sanitary plumbing and sewage disposal shall conform with the minimum requirements of the local governing authorities and the State of Maine and according to the recorded subdivision plan. Trash, garbage and other wastes shall be kept in sanitary covered containers which shall not be visible from the street or from any other lot, except for limited periods coincident with trash collection.
9. Wood. Cut wood shall be stacked neatly behind or on the side of the residence.
10. Animals. No livestock, animals or poultry other than household pets shall be kept, maintained or owned on any of the lots. No boarding or breeding kennels may be kept or maintained on any of the lots, and invisible fences shall be encouraged.
11. Antennae/Satellite Dishes. No radio towers, no any satellite dish-type antennae exceeding 24" in diameter shall be placed and maintained on said lots except in a manner which shields the placement of the same from the view of abutting lots or parcels and roads.
12. Vehicles/Trailers. No house trailers, business or commercial vehicle(s) or similar vehicles shall be brought upon any lot except a business vehicle normally used by a lot owner in his/her business. No junk, abandoned, or unregistered vehicles may be kept on any lot unless such vehicle is stored in a garage or other enclosed structure. No tractor-trailers may be kept on any lot. The prohibitions contained herein shall not be construed to prevent the use of trailers, vehicles, or temporary structures during the period of actual construction.
13. Professional Use. In addition to residential use, the following uses shall also be permitted: professional use in accordance with local ordinances and which does not create traffic substantially greater than that of normal residential use.

14. Nuisances. 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 as defined by state or local law ordinances or regulations.
15. Signs. No sign of any nature or description shall be displayed or placed upon any part of the premises except for a "For Sale" sign referring only to a lot or residence, a sign erected by Declarant to identify the Subdivision, or a sign erected by a lot owner to identify their name or home occupation which does not exceed one square foot in size.
16. Roads and Utilities Easement. Declarant reserves the right to convey any road or utility areas to the Town of Raymond. Declarant further reserves the right to convey by easement or otherwise any area reasonably necessary for the installation of water, sewer, electricity, cable and other related residential utilities.
17. Creation of Easements. The following easements are hereby created:
- (a) The Declarant reserves the right to maintain on any lot owned by the Declarant such advertising signs as may comply with applicable governmental regulations, which may be placed at any location on the lot and may be relocated or removed at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all lots to owners other than the Declarant.
 - (b) The Premises shall be and hereby is, made subject to easements in favor of Declarant, appropriate utility and service companies, cable television, companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Premises. The easements created here under shall include but not be limited to, the rights of the Declarant, the providing of utility or service, governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches, water detention areas, pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts over, under, through, along and on the Premises. Notwithstanding the foregoing provisions of this article, any such easement shall be located in substantially the same location as such facilities or similar facilities existed at the time of the first conveyance of a lot by the Declarant, or so as not to materially interfere with the use or occupancy of a lot by its occupants.
 - (c) The lots shall be and hereby are made subject to an easement in favor of the Declarant and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement, if applicable, of any improvements located there on pursuant to its rights to enforce the provisions of this Declaration.

18. Road Maintenance by Declarant. The interior access road known as Boulder Bend Drive shall be constructed to Town of Raymond standards and shall be private. All lots will be subject to the following:

- (a) All lots shall be benefitted by an appurtenant easement over Boulder Bend Drive, the road shown on the Plan, for the purposes of ingress and egress and location of utilities and all customary uses.
- (b) Said road will require plowing and sanding in the winter and other repair, maintenance and replacement, as well as upkeep of the drainage and erosion control systems, as originally approved by the Town of Raymond. In order to clearly identify the matters associated there with, a Road Maintenance Agreement to be recorded in the Cumberland County Registry of Deeds of event date, reference to which is hereby made for its terms and conditions. The removal of snow and ice from sidewalks shall not be the responsibility of Declarant, Town of Raymond, or any other organization, unless hired to do so.
- (c) The Declarant shall be responsible for maintaining and plowing the road and for the upkeep of the drainage and erosion control systems until the conveyance of the 3rd lot in the subdivision. After said conveyance, the Declarant shall convey the road to the Boulder Bend Homeowners Association, and the association shall accept the conveyance of the road by deed, and upon such conveyance all obligations and responsibilities of the Declarant with respect to the road and common area shall terminate and cease.

19. Association Responsibilities. As of the date of the conveyance of Boulder Bend Drive by the Declarant to the Association, the Association shall perform and be responsible for the maintenance, resurfacing, improvement, clearing and repair of, and snow removal from said Boulder Bend Drive, for the payment of any real estate property taxes assessed on said road and common land, and for the cost of labor, equipment, materials and management relating to the Road and supervision thereof. All assessments by the Association upon the lots and owners thereof shall be used for purposes of providing funds to (a) maintain and operate the corporation, to manage and maintain the "Common Land" as well as any other common appurtenances and elements in Boulder Bend Subdivision, as shown on the Plan; and (b) to enforce and administer the restrictive covenants contained in this Declaration and/or in the deeds to the various lots within Boulder Bend Subdivision as described in the deeds to such lots and as shown on said Plan. In addition, the assessments may be used for any other lawful purposes usual to homeowners' associations including, without limitation: the adoption of rules, regulations and restrictions regarding use of land and improvements to the above-mentioned common land areas and any other common or shared facilities in Boulder Bend Subdivision.

- (a) No later than thirty (30) days prior to each Annual Meeting of the members of the Association, the Board of Directors shall estimate the common expenses for the following calendar year and shall present such estimate to the members at the

Annual Meeting as the proposed annual budget for such calendar year. The annual assessment required to meet annual estimated common expenses for each calendar year shall be approved by the members of the Association at their Annual Meeting.

- (b) All assessments shall be billed no later than the second Wednesday in December in each calendar year by the Treasurer of the Association. Bills shall be delivered to the respective lot owners at the address recorded in the Secretary's records, either personally or by placing the bill in the United States Postal Service mail, postage prepaid, addressed to the lot owner as aforesaid. All sums so assessed and billed shall become due no later than the succeeding April 1.
- (c) The members of the Association may, from time to time, at special meetings, levy additional assessments for the purposes previously provided by the same majority of votes as required for the annual assessments.
- (d) If the assessment to a lot owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and the Association shall, together with interest at the annual rate of twelve (12) percent per annum, costs of collection and reasonable attorney fees, place a lien upon the lot.

20. Duration. The protective covenants and common easements and other provisions of this Declaration as set forth herein as it may be amended from time to time shall run with and burden the property and shall inure to the benefit of and be enforceable by the Declarant, and any owners of any portion of the property, their respective legal representatives, heirs, successors, or assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time all of said provisions shall automatically be extended for successive periods of five (5) years unless an instrument signed by the owners of six (6) of the lots has been recorded, agreeing to terminate this Declaration as of a specified date following such recording date. However, the termination of this Declaration shall in no way relieve the Boulder Bend Homeowners Association of its obligation to continue its compliance with the Road Maintenance Agreement or the Stormwater Management Facilities Maintenance Plan.

21. Separate Provisions. Each and every provision contained herein shall be considered to be independent and separate, and in the event that any one or more shall for any reason be held to be invalid and unenforceable, all the remainder hereof shall, nevertheless, remain in full force and effect.

22. Amendments. The preceding provisions hereof may from time to time be amended by a vote or written approval of not fewer than six (6) lot owners, or by the Declarant alone if fewer than six lots have been sold.

23. Governing Law. This Declaration shall be governed and interpreted in accordance with the laws of the State of Maine.

24. Declarant's Rights. The Declarant reserves the right, until the construction marketing and sale of all Lots is completed, to:

- (a) Connect with and make use of utility lines, wires, pipes, and conduits located on the Premises for construction and sale purposes, provided that the Declarant shall be responsible for the cost of service so used.
- (b) Use the ways shown on the Plan for ingress and egress and use the Premises for the storage of construction materials and equipment used in completion of the project.
- (c) Change the size, number, layout and location of any lot or improvement for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default under a purchase and sale agreement. The change or changes shall be effective upon the recording by the Declarant or an amendment to this Declaration and/or the recording by the Declarant of a modified site plan indicating the changes made. Any reserved rights under this section require prior Town of Raymond Planning Board approval as amendments to the subdivision plan.
- (d) Install and maintain signs for lighting and sale purposes.
- (e) Amend the restrictions as set forth in Article 22 by recording an amendment to the Declaration of Protective Covenants in the Cumberland County Registry of Deeds.

This Article 24 shall not be amended without the consent of the Declarant so long as the Declarant owns any part of the Property.

25. Enforcement by the Town of Raymond. The Town of Raymond shall have the right, but not the obligation, to enforce compliance with the covenants and restrictions set forth in this Declaration, and shall further have the right to recover its costs of enforcement from the offending lot owner(s) or from Boulder Bend Homeowners Association, as it deems appropriate.

26. Town of Raymond Inspection/Right of Entry. Upon request by the Code Enforcement Officer, Plumbing Inspector, or Town Engineer, the Boulder Bend Homeowners Association shall produce for inspection and copying at the Raymond Town Hall, or permit the inspection and copying at its own office of any or all of its corporate, financial, operating, inspection, and maintenance records, reports, contracts, budgets, and other papers, for the purpose of determining its performance of any compliance with the requirements of the Declaration and Article 13 of the Town of Raymond Subdivision Ordinance.

The Code Enforcement Officer, the Plumbing Inspector, or his authorized representative, or the Town Engineer, and other duly authorized employees of the Town bearing proper

credentials or identification shall be permitted to enter at all reasonable times, upon all real or personal property necessary to the operation of the private common improvements for inspection, observation, and repair of the private common use improvements.

IN WITNESS WHEREOF, the said R.N. Willey & Sons Excavating, Inc. being the owner of all the lots at the Premises, has caused this Declaration of Protective Covenants and Restrictions to be executed in its name and behalf by Ronald Willey, Sr. its Vice President thereunto, duly authorized, on this _____ day of _____, 2021.

R.N. Willey & Sons Excavating, Inc.

Ronald Willey, Sr., Vice President

State of Maine
Cumberland, ss.

_____, 2021

Personally appeared the above named Ronald Willey Sr. as Vice President of R.N. Willey & Sons Excavating, Inc., and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of R.N. Willey & Sons Excavating, Inc.

Before me,

Samantha J. Adams, Esq.
Attorney at Law