

**DECLARATION OF RESTRICTIVE COVENANTS**

**EDGEWOOD SUBDIVISION**

**BANGOR, MAINE**

WHEREAS, WALDEN PARKE, LLC is the owner of the Edgewood Subdivision situated in Bangor, County of Penobscot, State of Maine, as shown on the "Final Subdivision Plan of Edgewood Subdivision-Phase I" prepared by Plisga & Day, Land Surveyors, dated March 24, 2005, updated May 27, 2005, recorded in the Penobscot County Registry of Deeds in Map Files 2005-71, 2005-72, and 2005-73 (hereinafter collectively referred to as the "Plan and

WHEREAS, it is the desire and intention of the owner to sell the lots depicted on said Plan and to impose on said lots mutual and beneficial restrictions under a general plan or scheme of improvement for the benefit of all lots in the subdivision and the future owners of those lots

NOW, THEREFORE, the owner hereby declares that Lots 1 through 22, 38 through 50 and 57, inclusive, depicted on the aforementioned Plan are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lots and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any

1. Any lot shall only be used for single family residential purposes, and customary accessory uses. For the purposes hereof, "family" shall mean persons related by blood, marriage or adoption or not more than two unrelated persons living together as a single housekeeping unit.

2. Any structure on a lot shall be set back at least 40' from the side and rear lot lines and 75' from the edge of any paved travel way on the dedicated road areas depicted on the Plan that abut the lot. For example, for a lot located at the corner of two roads, any structure on that lot shall be set back 75' from the edge of pavement for each road.

3. No lot shall be divided or subdivided.

4. No mobile home shall be placed or maintained on any lot. No other form of manufactured housing shall be placed or maintained on any lot, unless the sections thereof that are delivered to and assembled on the lot are no larger than a single wall or roof section.

Provided, however, that other forms of manufactured housing, not including mobile homes, may be located on a lot with the prior written approval of Walden Parke, LLC, or its successors or assigns.

5. A home occupation shall be considered as an accessory use, provided that: (1) it is carried out entirely within the dwelling or accessory structure, (2) it is limited to a business office or professional services office, and (3) no persons shall be employed on the premises who are not a family member residing on the premises. There shall be no outside storage or display of goods or materials, no sales or repairs, and no signs identifying the home occupation on the Lot.

6. No more than 60% of the volume of trees 2 inches or more in diameter, measured at 4 feet above ground level, can be cut and/or removed from any lot. The foregoing shall not preclude the cutting and/or removal of dead, diseased, or dying trees.

7. All exterior construction of a building or structure shall be completed within one year from the commencement of construction.

8. The owner(s) of any lot shall comply with any applicable statutes, regulations, conditions, or restrictions for any wetlands shown on the Plan. Any alteration or disturbance of wetlands on any lot shall receive prior approval from the Maine Department of Environmental Protection, or any successor agency. In addition, any wetland area on a lot shall be subject to the following restrictions:

a. no soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Wetland Area and the surface waters contained thereon, nor shall the topography of the area be altered or manipulated in any way;

b. no trees, grasses, shrubs, vines, or other vegetation in the Wetland Area shall be cut, destroyed, or sprayed with biocides, except that de minimis flower picking shall be allowed, and clearing will be allowed for the maintenance of any path or trail, and dead wood which is leaning or fallen may be removed;

c. no ditches shall be dug, and no draining of the Wetland Area shall take place, and no pumping or any other removal of water shall occur on the Wetland Area, nor shall the manipulation or alteration of natural water courses or hydrology occur;

d. no building, sign, fence, utility pole, or other temporary or permanent structure will be constructed, placed or permitted to remain on the Wetland Area; and

e. no trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment shall be permitted on the Wetland Area.

conditions, covenants or agreements set forth herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

Witness our hands and seals this <sup>August</sup> 18 day of July, 2005.

WALDEN PARKE, LLC

Caroline P. Oldenburg  
Witness

By: [Signature]  
Frederick A. Oldenburg, Jr.  
Member

[Signature]  
Witness

Caroline P. Oldenburg  
Witness

By: Caroline P. Oldenburg  
Caroline P. Oldenburg  
Member

By: [Signature]  
Dennis L. Shubert  
Member

STATE OF MAINE

PENOBSCOT, ss.

<sup>August</sup>  
July 18, 2005

Personally appeared Frederick A. Oldenburg, Jr. in his capacity as a Member of Walden Parke, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Walden Parke, LLC.

Before me,



Fred A. Brown  
Notary Public/Attorney at Law

PENOBSCOT COUNTY, MAINE

Susan F. Bulley  
Register of Deeds

Fred A. Brown  
NOTARY PUBLIC - MAINE  
MY COMMISSION EXPIRES DECEMBER 18, 2007