



TOWN OF FALMOUTH  
STREET ACCEPTANCE CHECKLIST  
APPLICANT

Street: Red Oak Drive

Petitioner: Red Oak Ridge Homeowners Association

Address: 7 Red Oak Drive, Falmouth  
Maine 04105

Telephone: 207-767-7416 E-mail Address RedOakRidgeHome

- 1). ✓ A letter requesting acceptance of proposed street (Section 14-54)
- 2). ✓ Warranty deed with metes and bounds description of the property being offered to the town for acceptance of the street (Section 14-53)
- 3). ✓ A plan, street profile and cross section of the proposed street (an as-built plan) as specified in (Section 14-54)
- 4). ✓ A plan of the location of all infrastructure locations (such as sewer and/or water lines and culverts as specified in (Section 14-54)
- 5). Written Requested Performance guarantee for a Road Defect Maintenance Bond as Specified in (Section 14-58)
- 6). ✓ Proof that certificates of occupancy have been issued for at least 20% of the housing units, or 2 units, whichever number is greater (Section 14-56)

Please see attached Declaration of Restrictions for Drive/Paper Street, stormwater drainage & Fire Pond access easements - page 4.

RED OAK RIDGE HOMEOWNERS ASSOCIATION  
7 Red Oak Drive  
Falmouth, Maine 04105

October 14, 2009

Falmouth Town Council,

On behalf of the Red Oak Ridge Homeowner's Association we are writing to request street acceptance for Red Oak Drive. Background on this street is the Subdivision was approved in late 2002. And the road was built in 2003 to town road standards then in effect and with town inspections on the work. We would like to note that the current Street Acceptance code today is what was in effect when our Subdivision was approved.

We meet the current Street Acceptance code stipulation of 20% of homes have a Certificate of Occupancy. Red Oak Drive has 27% of the lots on the road having Certificates of Occupancy with one more likely to gain occupancy this winter.

As Red Oak Drive was base paved since mid 2003, over 6 years ago and final paving was completed in July 2008, We request a waiver on the performance guarantee. The road has been maintained and cared for first by the developer and presently by the Homeowner's Association to present date.

I am available if you would like to see the road or offer you any additional information. Please contact me at 767-7416. Thank you for your consideration.

Sincerely,



Luke D. Huber - President  
Red Oak Ridge Homeowners Association

Lots with Certificates of Occupancy [by Name - Address/ Map & Lot #]:

Nichols/Puia - 12 Red Oak Drive, R07-114-005

Martin - 19 Red Oak Drive, R07-114-0011

Paolino - 22 Red Oak Drive, R07-114-007

Lot Under Development [by Name - Address/Map & Lot #]:

Huber - 7 Red Oak Drive, R07-114

Enclosures:

From Original Subdivision filing

Page 3 - Amended Subdivision Plan of July 2003

Page 4 - Grading and Utility Plan - with As-Built changes for underground electrical  
layout

Page 11 - Road profile/cross section

Warranty Deed with metes and bounds description of road for conveyance.

## Declaration of Restrictions

RED OAK RIDGE HOMEOWNERS ASSOCIATION  
Town of Falmouth, Cumberland County, Maine

THIS DECLARATION dated this 22nd day of January, 2004, by RED OAK RIDGE DEVELOPMENT COMPANY LLC of Cape Elizabeth, County of Cumberland and State of Maine, hereinafter referred to as the Declarant.

### WITNESSETH:

WHEREAS, the Declarant owns a certain parcel of land in Falmouth, Maine, which it has subdivided into lots (the "Lots") as delineated on a plan entitled "Amended Subdivision Plan of Red Oak Ridge, Blackstrap Rd., Falmouth, Maine, made for Red Oak Ridge Development Co. LLC by Sebago Technics, Inc., dated July 11, 2003 recorded in the Cumberland County Registry of Deeds in Plan Book 203, Page 609; (the "Plan"), amending the plan referred to thereon which had created the subdivision ("Red Oak Ridge Subdivision") which is the subject of this Declaration; and

WHEREAS, the Declarant desires to allow for the use, benefit and enjoyment of the Lots in accordance with a harmonious plan, and to this end desires that the Lots in Red Oak Ridge Subdivision shall be subjected to certain restrictions, reservations, covenants and easements as hereinafter set forth;

NOW THEREFORE, the Declarant hereby covenants and agrees that each of Lots and rights appurtenant thereto are and shall be held conveyed subject to the restrictions, reservations, covenants and easements as are stated in the various articles of this Declaration to apply to such Lots, which Declaration shall inure to the benefit of and be binding upon the Declarant, its heirs, successors, and assigns, and the owners of said Lots, their heirs, successors and assigns.

### ARTICLE A. GENERAL RESTRICTIONS

Each of the Lots in Red Oak Ridge Subdivision (the "Subdivision") shall be subject to the following covenants and restrictions which shall run with the land:

1. Each Lot shall be used exclusively for single family residential purposes except as hereinafter set forth.
2. No structure shall be erected on any Lot except one detached, single family, residential dwelling, hereinafter referred to as the dwelling, and other buildings accessory to the same, such as a garage. Any accessory buildings other than an in-law apartment or garage shall be stand-alone structures. There shall be a limit of two additional stand-alone accessory structures per Lot and they must be screened from Town and Subdivision roads year round by natural vegetation. No antenna towers of any type shall be erected on any Lot. All buildings shall be within the applicable "building envelope" established by the setback and zoning requirements of the Town of Falmouth and shown on the Plan, and each dwelling, prior to

9. When the construction of the buildings on the Lot is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, and in any event, not more than one year. No building shall be occupied during construction, except in the case of an unfinished level to be completed at a later date.

10. Except in the initial residential construction phase, no mobile home or temporary dwelling of any kind shall be placed on a Lot at any time. No trailers over sixteen feet (16') in length (other than boat trailers) or commercial trucks may be stored on the Lot, or, in any event, parked on the Lot for more than two (2) consecutive days for any reason. So-called recreational vehicles, campers, small "pop-up" trailers used for camping, boat trailers or other trailers which are the property of the homeowner may be stored in a reasonable manner upon the Lot in a garage or as long as fencing or natural vegetation is used to completely screen it from view from Town and Subdivision roads.

11. No one-piece plastic or "plastic like" material mailboxes are allowed.

12. All fencing, if visible from Town or Subdivision roads, is subject to written approval of the Declarant or the Association.

13. No sign of any nature or description shall be displayed or placed upon any part of the Lot or its improvements, except for a "For Sale" sign for the property, not to exceed four (4) square feet in size.

14. No livestock, animals or poultry, other than household pets and members of the equine family in reasonable numbers so as to not unreasonably interfere with the quiet enjoyment of other Lot owners, shall be kept, maintained or allowed on any of the Lots. No boarding or breeding kennels may be kept or maintained on any of the Lots.

15. The wholesale cutting of trees on a Lot is prohibited. This does not prevent a Lot owner from cutting trees to create or enhance the wooded environment of his or her Lot or otherwise selectively cutting trees on his or her Lot.

16. No burning of refuse is permitted, but twice a year the burning of tree logs or branches is permitted if town regulations on open burning are followed. Open fires for cookouts are permitted. All ditches or culverts on or abutting a Lot shall be kept open and clean by the owner of the Lot.

17. Any dwelling or other structure on a Lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the affected portion of the Lot restored to its natural condition within a reasonable time, but, in any event, not to exceed six (6) months.

18. The Lot shall be used only for residential and ancillary purposes, and no commercial, industrial, business, professional use or enterprise of any nature or description shall be carried on at the Lot, unless (a) its conduct on the Lot is wholly within the structures located on the Lot, (b) it has no employees other than residents of the Lot, and (c) it is not advertised on the Lot or on Subdivision roads.

Declarant, its heirs, successors and assigns, the Association, their contractors and the Town of Falmouth Fire Department.

- (e) Driveway easement on Lot 1 and Lot 2, respectively, for that portion of the thirty-foot (30') common driveway shown on the Plan that is on such Lot for the benefit of such other Lot for use in common with the burdened Lot. The common driveway shall be kept open and free for passage at all times. Maintenance, plowing, repair and replacement of the driveway shall be by the owners of said two Lots and the costs thereof shall be shared equally by the owners of the two Lots.

Said easements are not to have structures located on them and no trees or shrubs will be allowed thereon without the approval of the Association.

No all-terrain vehicles, motorcycles, or other motorized vehicles (except for equipment used for maintenance) are to use the pedestrian easements or Open Spaces shown on the Plan. Snowmobiles may only use the Open Space behind Lots 4, 5 and 6 and the pedestrian access easement running to such Open Space ONLY to travel to and from the Subdivision from and to other land at 10 mph or less. The right to further restrict vehicular use of the Open Space is reserved by the Declarant. No other private or public ways shall be created in the Subdivision without the approval of the Association.

#### ARTICLE C. RED OAK RIDGE HOMEOWNERS ASSOCIATION

1. Creation and Purposes: Declarant has caused to be formed a Maine nonprofit corporation known as the Red Oak Ridge Homeowners Association (as above set forth herein referred to as the "Association"), whose purposes shall include ownership, maintenance, repair and replacement of the Red Oak Drive from time of conveyance of the road to it until such time as ownership thereof is transferred to and accepted by the Town of Falmouth, a fire pond located in the Subdivision, and the implementation and maintenance of the Stormwater Plan including all actions required or appropriate thereunder.

2. Membership and Voting: Declarant, its heirs, successors and assigns, and every record owner of a fee simple interest in Lots in Red Oak Ridge Subdivision, shall by virtue of its ownership of said Lot, become and be a member of the Association, and each such member, including Declarant, shall be entitled to one vote on each matter submitted to a vote of members for each such Lot owned by him, her or it; provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

3. Powers and Responsibilities of the Association: The Association shall have the following powers and responsibilities:

- (a) To take title to and own the Drive, the Open Spaces when conveyed to by Declarant, its successors and assigns;
- (b) To care for, spray, trim, protect and replant trees, grass and shrubs in the nonpaved side strips in the Drive;

due date thereof if later, then such assessment shall become delinquent and shall bear interest at the rate of ten percent (10%) per annum from the due date thereof to the date of payment, and the Association shall have a lien on each Lot against which such assessment is levied to secure payment thereof, plus interest and costs of collection, including without limitation attorney's fees from the time the assessment comes due. When delinquent, payment of principal, interest and costs may thereafter be enforced against the owner personally, and as a lien on said real estate which may be foreclosed in a like manner as a mortgage on real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the Registry of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the Lot described therein a fee of \$100.00 which fee is hereby declared to be a lien upon the Lot. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

- (c) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or any first mortgage which may hereafter be placed on a Lot prior to the effective date of such liens.
- (d) Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

5. Expenditures Limited to Assessment for Current Year: The Association shall not expend more money within one (1) year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year.

#### ARTICLE D. GENERAL PROVISIONS

1. The provisions of this Declaration and any permitted amendments thereto shall run with the land and bind Declarant, its successors and assigns, and the owners of the Lots, their heirs, successors and assigns, and all parties claiming by, through, or under him or them. Declarant, its heirs, successors or assigns, and each owner or owners of any of the Lots from time to time shall have the right, but not the obligation, jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the provisions herein set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any Lot in the Subdivision any structure which is and remains in violation of any of the provisions above set forth for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant, its heirs, successors or assigns, by the owner of such Lot, then Declarant, its heirs, successors or assigns, shall have, in addition to the foregoing rights, the right to enter upon the

effective when recorded in the Registry of Deeds for Cumberland County, Maine, and Declarant, its heirs, successors and assigns, shall thereupon be relieved and discharged from every duty so assigned to the Association or such other nonprofit corporation.

7. Declarant, its heirs, successors and assigns hereby reserve the right to specifically assign to any other person or entity all its or their rights and powers established hereunder in connection with his or their conveyance of the remaining land owned by the assignor in the Subdivision or its or their mortgage of land in the Subdivision, and such assignment, other than an assignment as security, if accompanied by an assumption of Declarant's obligations hereunder by the assignee, shall when recorded in the Registry of Deeds for Cumberland County, Maine, relieve Declarant, its heirs, successors and assigns from its or their obligations hereunder.

8. Any amendments of this Declaration shall be effective only if expressed in a written instrument or instruments executed by the Declarant, its heirs, successors or assigns as long as it or they retain rights and powers hereunder, or if Declarant, its heirs, successors or assigns no longer retain any rights and powers hereunder, by the Association, and recorded in the Registry of Deeds for Cumberland County, Maine. Upon and after the effective date of any such changes, they shall be binding upon the Lots subject to this Declaration and all persons then owning said Lots in Red Oak Ridge Subdivision and shall run with the land and bind all persons claiming, by, through or under any of them.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 22nd day of January, 2004.

WITNESS:

RED OAK RIDGE DEVELOPMENT COMPANY LLC

*Neome W. Tomney*

BY *Luke D. Huber*  
LUKE D. HUBER, Its Member

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.

January 22, 2004

Personally appeared the above-named LUKE D. HUBER and acknowledged the foregoing instrument to be his free act and deed as the Member of Red Oak Ridge Development Company LLC and the free act and deed of such entity.

Before me,

*Deborah J. Bump*

DEBORAH J. BUMP  
Notary Public, Maine

My Commission Expires December 12, 2010

Notary Public/Attorney-at-Law

Print Name: *Deborah J. Bump*

My commission expires: *12/2010*

SEAL



3. Riprap ditches where stone is displaced should be replaced and chinked to assure stability. With time, riprap may need to be added. Vegetation growing through riprap should be removed on a yearly schedule.
4. If sediment in culverts or piped drainage systems exceeds 20% of the diameter of the pipe, it should be removed. This may be accomplished by hydraulic flushing or other approved mechanical means; however, care should be taken to not flush the sediments into the retention/detention pond as it will reduce the pond's capacity and hasten the time when it must be cleaned. All pipes should be inspected on an annual basis.

### **Detention Ponds**

1. After each significant rainfall event, or at least monthly, the detention basin will be visually inspected to assure that the outlet structure is not blocked and that no sign of erosion is apparent within the berm or riprap.
2. Any sign of erosion or blockage shall be immediately repaired to assure a vigorous growth of vegetation for the stability of the structure and proper functioning.
3. The pond will be inspected on an annual basis to assure that significant sediment accumulation has not occurred. Whenever the sediment is within three inches of the outlet invert, the accumulated sediment shall be removed and disposed of properly. The annual inspection shall include the inspection of the southerly interior side slopes for both ponds (slopes nearest up-gradient subsurface disposal fields) for evidence of enhanced vegetative growth, soft spots, odors, or other indicators of possible effluent breakout or seepage of seasonal high groundwater affecting the basin slope.
4. On a semi-annual basis, remove debris from the level lip spreader, outlets and emergency overflow channel. Examine the sediment accumulation in the forebay sump.
5. On a semi-annual basis, inspect and remove debris from the control structure; check the orifice and all openings, and the elevation of the weir.
6. In the winter, cut above ice level and remove vegetation in the pond.
7. Every 5 to 10 years, dewater the pond for inspection and documentation of bottom sediment. Remove sediment if it occupies 15% of the pond volume. In larger ponds with a permanent pool of water, the sediment can be measured by obtaining bottom surface elevations and comparing with records of initial construction.
8. Inspect annually any fire hydrant installed for fire protection. Maintain the area clear and free for access by emergency vehicles.

### **Level Lip Spreader and Ditch Turnout**