NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED **Bk 19872 PG 815**
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DECLARATION OF COVENANTS AND RESTRICTIONS
MICHAEL'S PLACE SUBDIVISION
SANFORD, MAINE

The following covenants, conditions and restrictions shall apply to all Lots in Michael's Place (the Subdivision) as depicted on Plan entitled "Subdivision Plan Of Guillemette Street Private Way Michael's Place Subdivision" dated May 11, 2023 and recorded in the York County Registry of Deeds at Plan Book 439, Page 32, (the Plan), shall run with the land and shall be enforceable by individual Lot owners as well as by the Homeowners Association referred to herein.

1. Membership in the Michael's Place Homeowners Association (the Association) shall be mandatory for all owners of Lots within the Subdivision. The Bylaws of the Association are incorporated herein and made a part hereof by reference.

2. The Association shall own Guillemette Street and all stormwater management facilities including all culverts, storm drain pipes, catch basins and filtration basins.

3. The Association shall maintain Guillemette Street and all stormwater management facilities including all culverts, storm drain pipes, catch basins and filtration basins.

4. The Association shall levy an annual fee on the owner(s) of each Lot in the Subdivision sufficient to cover the costs associated with the maintenance of Guillemette Street and all stormwater management facilities including all culverts, storm drain pipes, catch basins and filtration basins and any municipal assessments levied in connection therewith. The obligation to pay said fees, as adjusted from time to time by the Association as provided in said Bylaws, shall run with the land and shall constitute a lien thereon enforceable by the Association by any process available in law or equity.

5. No Lot in the Subdivision shall be further divided.

6. All wires, cables, pipes, conduits or other elements of utilities serving any building or structure on any lot in the Subdivision must be installed below ground.

7. Fences or herbaceous borders shall be erected or planted no fewer than three feet from any lot line. No fence, shrub or tree of a height, or which will attain a height, in excess of four feet may be erected or planted on any lot without the permission of Scott M. McLeod or, after all lots in the Subdivision have been sold, the Association.

8. No livestock, animals, birds or fowl shall be maintained on any Lot in the Subdivision except pet dogs, cats or birds. Unleashed dogs are not permitted within the Subdivision.

9. No mobile homes, residential trailers, metal storage buildings or storage containers shall be permitted on any Lot in the Subdivision.

10. No temporary structure, tent, garage, barn or other outbuilding located on any Lot in the Subdivision shall be used as a temporary or permanent residence.

11. No manufacturing or commercial enterprise shall be maintained on or in connection with any Lot in the Subdivision. Meaning and intending that the Lots in the Subdivision shall be used solely

for residential purposes in accordance with the applicable land use ordinances of the City of Sanford as the same may be from time to time amended. Home occupations as allowed under applicable municipal ordinances are permitted.

12. No Lot in the Subdivision shall be used or maintained as a storage area for rubbish, trash, old or unregistered automobiles or parts thereof or any other similar materials which may be offensive in appearance or odor or which may create a nuisance or adversely affect the value or marketability of other Lots in the Subdivision. All trash, garbage or other household waste shall be kept in sanitary containers.

13. No sign of any nature or description shall be displayed on any Lot in the Subdivision except for a sign, which shall not exceed one square foot in diameter, displaying some combination of owner name and address, a "For Sale" sign not exceeding eight square feet in diameter, and/or a sign displayed in connection with a permitted home occupation of a size permitted by the applicable ordinance.

14. Any post-construction change in the exterior siding materials or the color thereof of any structure erected on a Lot in the Subdivision must be approved by Scott McLeod or, after all lots in the Subdivision have been sold, the Association.

15. No parking shall be allowed on Guillemette Street.

16. Following the sale of all Lots in the Subdivision by the developer, the Association may amend these Covenants and Restrictions in accordance with the Bylaws of the Association. Provided, however, that any such amendment must be consistent with all conditions, restrictions and covenants imposed or required in connection with the approval of the Subdivision by the City of Sanford.

Dated: March 30, 2026

Ash Cove Construction, LLC

By _____
Scott McLeod, Member

STATE OF MAINE
COUNTY OF YORK **March 30, 2026**

Personally appeared the above-named Scott McLeod, Member of Ash Cove Construction, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

_____
Notary Public
Joseph Lenkowski
Attorney at Law