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DECLARATION OF RESTRICTIVE COVENANTS EXCEPTIONS AND RESERVATIONS IN PARKER POND SHORES CHESTERVILLE, MAINE

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COVENANTS AND USE RESTRICTIONS:

The following use restrictions and covenants shall apply to each lot hereby conveyed, to be constructed as real covenants running severally with each lot.

1. COMMERCIAL USE PROHIBITED: No lot hereby conveyed shall be used for any commercial purpose whatsoever, but solely for private residential purpose. This restriction shall not be construed to prevent rental of any home on said lot for private residential purposes, or to prevent on individual lots certain non-objectionable commercial activities, such as the practice of professions, craft work, artistic endeavors, and similar occupations to be conducted from within a private residence.

2. ONE HOUSE ONLY: No more than one principal residential building designed for single family use shall be maintained on any single lot hereby conveyed at any one time, with not more than one private garage or car port, and no other buildings shall be maintained without express written consent from the Association, which approval will not ordinarily be granted.

3. SETBACKS: No building shall ever be erected on any lot hereby conveyed within 50 feet of road R.O.W.; 100 feet from normal high water mark of Parker Pond; 200 feet from normal high water mark of Lane Brook, except as otherwise provided for herein; and 20 feet of any other exterior line of such lot; provided, however, that while two or more adjacent lots are owned by the same party, this restriction shall apply only to the exterior sidelines of the entire group of adjacent lots held by the same owner.

4. BUILDING REQUIREMENTS: (a) All structures erected on any lot hereby conveyed shall have an exterior finish, clapboards, shingles, masonry, or other quality finish, with no tar paper, tarred shingles, or other types of tarred siding allowed. (b) No residential building shall exceed 35 feet in height measured from the top of the foundation, no one point on said foundation shall be more than 3 feet above finish grade. (c) All structures erected on any such lot shall be promptly and expeditiously completed as to their exteriors, including paint, stain or varnish on any exterior surfaces above the foundation, within 18 months afer construction is commenced.

5. EXTERIOR APPEARANCE: Each lot hereby conveyed and all improvements thereon shall be maintained by the owner so as to present a neat and attractive appearance at all times. No unregistered motor vehicles, junk, or debris shall be stored on the premises; should any improvements on the premises by damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth. No outdoor fires shall be permitted, without proper burning permit. No activity shall be permitted on any lot, nor shall anything be done thereon, which may be or become an annoyance to the neighborhood. Grantees shall not build or re-grade so as to interfere with the natural drainage of surface water, if any, without installing suitable culverts or other drainage facilities, adequate to handle seasonal water run-off, and so designed as to discharge surface water from the lot in the same area and direction as would have naturally occurred before such improvements.

6. PLUMBING: All plumbing, sanitary facilities, and private water supplies shall conform to all applicable Federal and State Laws and local ordinances.

7. SIGNS: No signs or other advertising devices shall be exhibited on any lot hereby conveyed, save for a single neatly kept sign, with not over 200 square inches of surface area, identifying the occupant (s).

8. ANIMALS: No animals or fowl shall be kept on the premises except ordinary household pets, regularly housed within the home.

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9. TRAILERS AND TENTS: No house trailers, camping trailers, travel trailers, tents or other form of mobile or temporary residence used for a temporary residence shall be kept on the premises for any period in excess of 120 days.

10. MOBILE HOMES: There shall be no permanent mobile homes placed or stored on any lot.

11. SHORELAND ZONING REQUIREMENTS: Shoreland Zoning Requirements, as specified in the Shoreland Zoning Ordinances must be observed. This applies to all properties within 250 feet of normal high water mark.

12. COMPLIANCE WITH LAWS AND ORDINANCES: All construction work, including excavation, sewage work, and all uses shall be in accordance with all applicable local and state laws, ordinances, and regulations.

13. LOT ACCESS: All lots having frontage on private road must access the lot from said road.

14. On lots 1 through 13 when building on these lots, southeasterly of the access road running parallel to the shore of Parker Pond, lot owners shall be required to obtain a building permit from the Planning Board even if they are outside the 250 foot Shoreland Zoning District.

15. All roads in the subdivision shall remain private roads to be maintained by the Developer or the Parker Pond Shores Homeowners Association and shall not be accepted or maintained by the Town.

16. In the buffer zones, unless otherwise stated, only the removal of dead trees and the pruning of trees is allowed and the soil cover will not be disturbed.

17. No buildings will be allowed within 100 feet of the normal high water mark of Parker Pond and within 200 feet of the normal high water mark of Lane Brook, except on Lot #13 where building to be within 100 feet of Lane Brook shall be permitted.

18. Not more than fifteen (15) percent of the volume of trees on any lot may be harvested in any ten (10) year period within 100 feet of the normal high water mark of Parker Pond. No new openings in excess of 500 square feet will be allowed. Any cutting will be done under the supervision of a registered forester and will be done prior to the sale of these lots. Removal of dead trees and the pruning of trees is allowed by Lot owners.

19. A construction site and erosion control plan must be submitted in order to obtain a building permit for lots 1 through 13, if construction is located southeasterly of the access road which runs parallel to the shore of Parker Pond. Building permits issued for these lots will be given on condition that the plan is followed and field checked by the Code Enforcement Officer before the final permit is issued.

20. Openings for driveways, buildings and lawns shall not exceed 20,000 square feet on any lot.

21. Septic systems are permitted in the 100 foot buffer zone northwesterly of the access road on Lots 1 through 15. Driveways are permitted but must be constructd to minimize any direct flow into the road ditch and Planning Board approval is required.

22. No lot will be further subdivided.

23. 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 thereof, shall nevertheless, remain in full force and effect.

24. By acceptance of this deed the Grantee herein, his heirs, personal representatives and assigns shall become a member of the Parker Pond Shores Homeowners Association a non-profit non-stock corporation duly organized and

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existing under the laws of the State of Maine and shall be subject to the By-Laws, rules and regulations of said Association. This Association has been formed primarily to maintain the road, docking facilities and common easement area in the subdivision. The Association shall have the right to levy an assessment or charge for Association expenses which shall run with and bind the land herein conveyed and shall be binding upon the Grantee or Grantees, his, her, their, or its heirs, personal representatives, successors and assigns. This assessment or charge shall constitute a debt which may be collected by suit or action in any court of competent jurisdiction and shall constitute a lien or encumbrance on the land herein conveyed until paid. The lien hereby reserved and described shall, however, be at all times subordinate to the lien of any bonafide mortgage of any of the land herein conveyed, to the end and intent that the lien of any such mortgage shall be paramount to the lien for the charge herein imposed, and provided further, that such subordination shall apply only to the charges or assessments that shall become payable prior to the passing of title under foreclosure of such mortgage or acquisition of title by deed in lieu of foreclosure; and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after foreclosure of such mortgage by sale or otherwise, or after conveyance in lieu of foreclosure.

DATED at Portland, Maine this 7TH day of July 1987.

PATTEN CORPORATION OF MAINE

By: Wilbur F. Hammond, Jr.
Wilbur F. Hammond, Jr.
Its Vice President

STATE OF MAINE, CUMBERLAND, SS. July 7, 1987

Personally appeared the above named Wilbur F. Hammond, Jr., Vice-President of said Patten Corporation of Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Notary Public SEAL

Agnes Saracena
Notary Public, Maine
My Commission Expires June 30, 1993