

**DECLARATION OF COVENANTS  
POND HOUSE TRAIL SUBDIVISION**

WHEREAS, Declarant **POND HOUSE DEVELOPMENT, LLC**, is owner of a certain parcel of land known as "Pond House Development" in the Town of Blue Hill as further identified in an approved subdivision plan entitled "Plan of Subdivision, Pond House Trail, Morgan Bay Road, Route 176, East Blue Hill, Maine", dated April 12, 2004 as recorded with the Hancock County Registry of Deeds in Plan File 32, No. 118 with the exception of Lot 1 as shown on said Plan; and

WHEREAS, Declarants, **NIELSEN J. VAN DUIJN** and **CHRISTINA M. VAN DUIJN**, join in this Declaration as owners of Lot 1 on said Plan; and

WHEREAS, the Declarants intend to develop their properties ("subdivision properties") primarily for residential housing; and

WHEREAS, the Declarants further intend to maintain the rural character of the area and to protect the privacy and appearance of the subdivision properties.

THEREFORE, **POND HOUSE DEVELOPMENT, LLC** and **NIELSEN J. VAN DUIJN** and **CHRISTINA M. VAN DUIJN**, hereby declare that the subdivision properties shown on the Plan are and shall be held, leased, sold, transferred, conveyed, improved and occupied subject to the covenants and restrictions stated below, all of which are declared to be in furtherance of a uniform scheme for the development of the subdivision properties; to enhance and protect the value and desirability of the subdivision properties as a whole, to mutually benefit each of the lots, and to create reciprocal rights and privileges of contract and estate between all persons acquiring or owning an interest in any portion of the subdivision properties; and shall be deemed to run with the land and be a burden upon and benefit to and enforceable by the Declarants, and their heirs and assigns,

and by all persons taking through or under them including their grantees, heirs, successors and assigns.

### ASSOCIATION

1. Upon the sale of any two subdivision lots, the owners of the lots shall then form an Association as a Maine non-profit corporation to be known as the Pond House Trail Association ("Association") for the purpose of enforcing the covenants and restrictions of this Declaration. Upon formation of the Association Declarants, their successors, heirs or assigns shall convey all right, title and interest in the common areas as shown on the Plan to the Association. Every Owner is entitled to be a voting member of the Association. An equal number of votes in the Association shall be allocated to each lot.
2. Every subdivision lot shall include an appurtenant easement to use the common areas but this easement is subject to the terms of this Declaration and the Bylaws, rules, and regulations of the Association.
3. The Association has the right to make decisions concerning the maintenance and improvement of the common areas owned by the Association and of the subdivision road.
4. In order to pay for (a) road maintenance (which shall include snow removal or other expenses to keep the roads passable during the winter) and improvement, (b) management and maintenance of the common areas owned by the Association, and (c) related administrative costs, the Association may levy an assessment against each subdivision lot, which is a personal obligation of the subdivision lot's owner(s), which may be collected by an action in any court of competent jurisdiction, and constitutes a lien upon the land until paid. This lien may be enforced by any method provided by law, now or hereafter, for the enforcement of liens, including, but not limited to, the methods provided for the foreclosure of mortgages. The obligations secured by this lien also include all costs, including reasonable attorney fees, together with interest at a rate to be set by the Association (but which interest rate shall not be higher than permitted by law).
5. The assessments shall be made equally against all of the subdivision lots, except for expenses caused by or arising from the actions or negligence of particular Owners or their invitees, which shall be assessed exclusively against such Owners and their lots.

### SUBDIVISION ROAD

1. Responsibility for all improvement, paving, maintenance and repair, including utilities, of the subdivision road easement shown on the subdivision plan shall be allocated equally between the owners of each of the subdivision lots. Said improvement, maintenance and repair shall include, without limitation, grading,

ditching, addition of "rotten rock" or other fill, snow and ice removal, debris and old growth removal.

2. Any subdivision lot owner can improve the subdivision road at his or her own expense, upon agreement of the Association.
3. Each subdivision lot owner shall be solely responsible for damage to the road or within the subdivision road easement caused by such lot owner's invitees, guests or agents.
4. Without express written consent of the Association no subdivision lot owner shall place barriers or other obstructions along the subdivision road which might obstruct the flow of vehicular or pedestrian traffic.

### **DEVELOPMENT AND USE RESTRICTIONS**

1. All subdivision lots shall be used primarily for single family residential purposes with traditional use (e.g., home office and cottage industry). Professional services may be undertaken only with the approval of the Association.
2. No lot owner shall maintain a nuisance under either Maine statutory or common law.
3. All proposed structures shall be approved by the Association prior to construction and of a design compatible in appearance with other existing structures. Modern and contemporary designs are permitted on the condition that they are visually non-obtrusive, and fit naturally into the landscape. All exteriors must be of either wood or cement (stucco-type) painted or stained in natural colors such as green, brown, slate or off white. Trim must be of a subtle and matching color to the body of the house. Roofing materials must be of the colors tile red, dark green, dark brown, slate or black.
4. No more than one single family dwelling, together with appurtenant outbuildings consistent with permitted uses such as garage or patio may be erected or maintained upon each subdivision lot.
5. All residences shall be substantially completed within a time not to exceed 18 months after the start of construction.
6. No mobile homes shall be erected, placed or maintained upon any subdivision lot.
7. No junked or abandoned vehicles shall be stored upon any subdivision lot without approval of the Association.
8. The storage or parking of machinery, ATVs, snow mobiles or unused building materials must not be visible from the subdivision road or land of other lot owners.
9. The use of ATVs and snow mobiles is prohibited within the subdivision.

10. The lots of the subdivision shall not be further divided with the exception that Lot 1 may be divided to create a common area for the pond.
11. Clearing and cutting of trees is limited to up to one half of total area of any lot except that no portion of a "private barrier" of at least 30' of treed area between homes be in any way cut and/or or pruned without written consent from both the abutting landowner(s) and the Association. Additionally no portion of the 'private barrier' of at least 20' of treed area immediately adjacent to subdivision road 'right-of-way' shall be in any way cut and/or pruned without written consent of the Association. Site plan for any proposed house with trees measuring 4" in diameter at breast height or greater to be cut or removed must be reviewed and approved by the Association.
12. Farming practices using genetically engineered crops of any kind are prohibited.

This Declaration constitutes notice of the lien hereby created. The priority of any lien arising hereunder, whether or not further evidenced by the later recording of any claim or certificate of lien, shall relate back to the date of this Declaration.

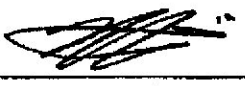
IN WITNESS WHEREOF, the Declarants have declared and executed this Declaration as a sealed instrument.

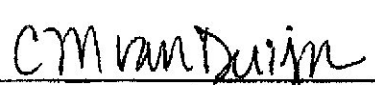
Dated this 1st day of September, 2005.

POND HOUSE DEVELOPMENT, LLC.

BY: 

Nielsen J. van Duijn, Its Manager

  
NIELSEN J. VAN DUIJN, Individually

  
CHRISTINA M. VAN DUIJN, Individually

STATE OF MAINE  
COUNTY OF HANCOCK, SS

September 1, 2005

Then personally appeared the above-named **NIELSEN J. VAN DUIJN**, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

Before me,

William S. Hanley

Notary Public

Print or type name as signed

My commission expires:

**SEAL**

William S. Hanley, Notary Public  
State of Maine  
My Commission Expires 6/13/2008

STATE OF MAINE  
COUNTY OF HANCOCK

September 1, 2005

Personally appeared the above-named, **CHRISTINA M. VAN DUIJN** and acknowledged the foregoing instrument to be her free act and deed.

Before me,

William S. Hanley

Notary Public

Print or type name as signed

My commission expires: \_\_\_\_\_

**SEAL**

William S. Hanley, Notary Public  
State of Maine  
My Commission Expires 6/13/2008

#6 Ret: T. Giunta  
L.O.

BOOK: OR 7195 PAGE:281, # OF PGS: 2  
03/18/2022 01:11:04 PM INSTR#: 2022003820  
JULIE A. CURTIS, REGISTER OF DEEDS  
HANCOCK COUNTY MAINE  
MAINE REAL ESTATE TRANSFER TAX PAID  
eRecorded Document

# QUITCLAIM DEED

Maine Statutory Short Form

DLN: 1002240186819

**KNOW ALL MEN BY THESE PRESENTS** that **THE MAINE EVENT, LLC**, a Maine Limited Liability Company with a mailing address of PO Box 230, Surry, Maine 04684, for consideration paid, grants to **DAVID F. MANZELLA** and **MUFFIE ANNE MANZELLA** whose mailing address is 17 Ledge Ridge Way #15, Ellsworth, Maine 04605-7526, as **Joint Tenants with QUITCLAIM COVENANT**, the real property situated in Blue Hill, County of Hancock, and State of Maine, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

See attached Exhibit A

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 15<sup>th</sup> day of March, 2022.

The Maine Event, LLC

By: [Signature]  
By: Mark Kaufman, authorized signatory

\_\_\_\_\_  
Witness

State of NEW JERSEY

Date: March 15, 2022

County of BERGEN

Personally appeared the above named Mark Kaufman, for The Maine Event, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of The Maine Event, LLC.

Before me,

[Signature]  
Notary Public/Attorney at Law  
Print Name: VENKATA KUNISETTY  
Commission Expires: 05/07/2027

**VENKATA S KUNISETTY**  
Notary Public, State of New Jersey  
Comm. # 50055633  
My Commission Expires 3/7/2027

**EXHIBIT A**

A certain lots or parcel of land, with any buildings thereon, situated in Blue Hill, Hancock County, Maine, bounded and described as follows:

A certain parcel or lot of land together with improvements, if any, thereon in that part of Blue Hill, known as East Blue Hill, Hancock County, Maine, known and described as Lot 8 as shown on a Plan of Subdivision Pond House Trail, Morgan Bay Road, Route 176, East Blue Hill, Blue Hill, Maine dated April 12, 2004 prepared by Eric W. Allen, Professional Land Surveyor and recorded with the Hancock County Registry of Deeds in Plan File 32, No. 118 (the "Plan of Subdivision").

Together with a fifty (50) foot right of way for all purposes of a way including the right to install, operate, repair and maintain underground utility services as defined in Title 33 M.R.S.A. § 458, over, across and under a fifty (50) foot right of way depicted on the Plan of Subdivision and including the segment traversing Lot 1 and turnout on Lot 1 as shown on said Plan of Subdivision.

Together with all rights, privileges and interests appurtenant to the premises conveyed.

Being a portion of the premises conveyed to The Maine Event, LLC by The First, N.A., dated September 8, 2011, as recorded in the Hancock County Registry of Deeds in Book 5676, Page 184.

DocId:8323407  
Tx:4205599

HILL  
MANZELLA

### MUNICIPAL QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that THE INHABITANTS OF THE TOWN OF BLUE HILL, a body corporate and politic, located in Hancock County and State of Maine, for consideration paid, do hereby release to DAVID F. MANZELLA and MUFFIE ANNE MANZELLA, whose mailing address is 17 Ledge Ridge Way #15, Ellsworth, Maine 04605, all its right, title and interest in and to the following described real estate situated in said Blue Hill:

The property at 61 Gerards Trail Lane, Blue Hill, Maine, as shown on Tax Map 39, Lot 55-8, and as described in a deed from The Maine Event, LLC, to David F. Manzella and Muffie Anne Manzella of substantially even date and recorded in the Hancock County Registry of Deeds County Registry of deeds.

This deed is given to release all rights acquired by virtue of the foreclosure of the following tax liens, and liens filed for any prior years:

6/1/18 Hancock County Registry of Deeds Book 6891, Page 332

IN WITNESS WHEREOF, the said Inhabitants of the Town of Blue Hill have caused this instrument to be sealed with its corporate seal and signed in its corporate name by its Selectman, thereunto duly authorized this 21<sup>st</sup> day of March, 2022.

THE INHABITANTS OF THE TOWN OF BLUE HILL

[Signature]  
James Dow  
[Signature]  
D. Scott Miller  
[Signature]  
Ellen S. Best

State of Maine  
County of Hancock

Date: March 21, 2022

Then personally appeared the above-named James Dow, D. Scott Miller, and Ellen S. Best, Selectmen, and acknowledged the foregoing instrument to be their free act and deed in their said capacity, and the free act and deed of said body corporate and politic.

Before me,

[Signature]  
Notary Public/Attorney-at-Law  
Print Name: Lindsay M Dow  
My Commission Expires: 2-20-2025

① Ret: T.O. Blue Hill