

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOPHIE’S WAY, TREMONT, MAINE**

This Declaration of Covenants and Restrictions is dated as of the ____ day of May, 2022 and is by and between **H & B Real Estate Holdings, LLC, Hiram Adelman and Brook Merrow, Trustees of the Hiram Adelman and Brook Merrow Living Trust dated November 10, 2020, and George T. Pray and Patricia A. Pray (all collectively referred to herein as “the Parties”)**.

The Parties are the sole owners of lots 1, 2, 3, and 4 located in Tremont, Hancock County and depicted on the Final Plan of Sophie’s Way prepared by T.W. Benson Land Surveying, Inc. dated November 1, 2005 and recorded February 6, 2002 in Plan 35, Page 18 of the Hancock County Registry of Deeds (the “Plan”). Said lots are referred to herein individually as a “Lot” and collectively as the “Lots”.

The Plan placed certain covenants, conditions, and restrictions on the Lots. The Parties, being owners of the Lots, wish to supplement those restrictions for the benefit of the Lots. All of the covenants, conditions, and restrictions described herein are in addition to the covenants, conditions and restrictions described on the Plan and are imposed upon each of the Lots and are to be construed as restrictive covenants running with the title to the Lots. The Parties hereby agree that the Lots are subject to the following covenants, conditions, and restrictions:

1. Lots are for residential use only and may not be subdivided.
2. Homes must be single-family homes of not less than 1800 square feet.
3. No mobile homes, “manufactured” homes, or house trailers are permitted. Kit or modular homes are allowed if, when completed, are indistinguishable from a traditional stick-built house.
4. Home occupations are allowed provided that they be fully contained within the structure, emit no noise, odor and do not substantially increase traffic and/or parking.
5. No storage of fishing, trapping or seafood harvesting gear for commercial fishing.
6. No farm animals.
7. All homes to be completed on the exterior within 18 months of the start of construction.
8. No storage of inoperable vehicles.
9. Fencing must be decorative in nature and maintained in good condition. No chain-link fencing.
10. One accessory building allowed per lot.
11. No short-term rentals. Short-term rentals are defined as being one week or less in duration.

12. Road, right of ways (R/W), and easement maintenance, including but not limited to snowplowing, will be shared equally by the owners of the Lots, who will share equally an annual maintenance fee.
13. No parking on right of ways.
14. No more than two boats/trailers may be stored on a Lot.

These covenants, conditions, and restrictions shall be covenants running with the land, and the breach of any of them or the continuance of any such breach by any Lot or owner of any Lot or Lots may be enjoined or remedied by appropriate proceedings at law or equity by the owner of another Lot. If the owner of another Lot in the subdivision employs counsel to enforce any of the foregoing covenants, conditions, and restrictions by reason of any breach hereof, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such Lot or Lots which is found to have breached the foregoing covenants, conditions, and restrictions.

Failure by any Lot owner to enforce any covenants, conditions, and restrictions set forth herein shall not be construed to be a waiver of the right to do so in the future.

If any of the foregoing covenants, conditions, and restrictions shall be declared to be null and void for any reason by a court of competent jurisdiction, such covenants, conditions, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date referenced in the first paragraph hereof.

Witness:

H & B Real Estate Holdings, LLC

By: _____

Its:

Hereunto Duly Authorized

STATE OF _____
COUNTY OF _____

_____, 2022

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of H & B Real Estate Holdings, LLC

Before me,

Notary Public

Type or Print Notary Name:

My Commission Expires:

Witness:

Hiram Adelman, Trustee
Hiram Adelman and Brook Merrow
Living Trust dated November 10, 2020

Brook Merrow, Trustee
Hiram Adelman and Brook Merrow
Living Trust dated November 10, 2020

STATE OF _____, 2022
COUNTY OF _____

Then personally appeared the above-named Hiram Adelman and Brook Merrow and
acknowledged the foregoing instrument to be their free act and deed in said capacities.

Before me,

Notary Public
Type or Print Notary Name:
My Commission Expires:

Witness:

George T. Pray

Patricia A. Pray

STATE OF _____
COUNTY OF _____

_____, 2022

Then personally appeared the above-named George T. Pray and Patricia A. Pray and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public

Type or Print Notary Name:

My Commission Expires: