

PROTECTIVE COVENANTS FOR "RAVENS WOODS" SUBDIVISION

The purpose of these covenants is to protect the natural beauty and ecology of "Ravens Woods" and to maintain the rural character of the Sedgwick area, as well as protect the privacy and visual perspectives of the eleven property owners of "Ravens Woods" subdivision. In addition, these covenants provide the methods for the lot owners to share the maintenance and operation costs of any common facilities such as utility lines, access roads, or other amenities to the development. In this interest, Ann Bacon, owner of the development and hereinafter referred to as the "Grantor", hereby records this Declaration of Protective Covenants in connection with the approved subdivision plan entitled "Ravens Woods, Maine" dated June 27, 1989, previously recorded in Plan File 22, Page 199, of the Hancock County Registry of Deeds, hereinafter referred to as the "Plan", and declares that the real property shown on the Plan is and shall be held, leased, transferred and occupied subject to the covenants contained herein.

1. Compliance with Land Use Laws.

All siting, construction, excavation, sewage disposal, water supply, and storm water drainage shall be in accordance with all applicable local and state laws, codes, ordinances, and regulations.

2. Land Use.

The eleven lots created by the Plan shall be used for limited residential, agricultural, recreational and conservation purposes only. No commercial, industrial, quarrying or mining activities shall be permitted except for (a) home businesses which are not apparent from the exterior of the permitted structures, and (b) the rental of the permitted residences for uses permitted hereunder. No multifamily residences, campgrounds, trailer parks, motels or hotels shall be constructed on the lots of the Subdivision.

No husbandry of farm animals shall be conducted upon the premises and no farm animals, excepting poultry for personal consumption shall be kept thereon (expressly prohibited, but not limited to, horses, sheep, goats, swine and cattle). Common household pets shall be allowed, excepting that commercial kennels for dogs are prohibited.

3. Subdivision Limitation.

The eleven lots created by the Plan shall not be further subdivided.

4. Permitted Structures.

At present there are no structures on any of the lots. The following Permitted Structures shall be allowed on each lot, provided that each such structure shall be entirely located without violation of the setback dimensions described below:

A. One principal residence, which shall not exceed 32 feet in height, excluding chimneys, measured from the mean grade of the building locus, which structure shall be used for single family residential purposes only.

B. Additional structures not to be used for human habitation, appurtenant to each permitted residence and subject to the foregoing locational restrictions, provided that such structures shall not exceed 24 feet in height measured from the mean grade of the building locus.

C. One guest house, which shall not exceed 24 feet in height, excluding chimneys, measured from the mean grade of the building locus, and 1,000 square feet in ground floor area.

5. Setback Requirements.

All structures on the lots shall be set back 50 feet from any lot boundary line, and 100 feet from any subdivision access road, town road or state highway. All land within the setback areas shall be subject to the restriction that no cutting, clearing or pruning of living vegetation shall be allowed within this "greenbelt".

Notwithstanding the foregoing, those structures or installations required for water, sewage waste disposal, electric, telephone, driveway to the residence or other utility services related to the permitted uses of the lots may be placed and maintained as necessary in any area of the lot without regard for the locational requirement described above, provided the clearing of vegetation is kept to the minimum required for the specific structure.

6. Prefabricated Homes.

Prefabricated homes may be placed on the property, provided that no single prefabricated component, module or part of the structure composes more than 40% of the interior volume of the overall structure.

No tents, temporary structures, or self-contained recreational vehicles shall be permitted to be inhabited upon any lot for more than 30 days of any calendar year.

7. Design of Exterior Materials for Structures.

Exterior materials for all structures shall blend with their natural environment through choice of color and texture. Permitted principal exterior finish materials are stone, brick, concrete, wood and glass. Asphalt-based shingles may be used only on roofs.

8. Completion of Construction.

Construction of the exterior of any structure must be completed to final finish materials and colors within 12 months beginning any construction activity, excepting clearing for homesites and driveways.

9. Signs.

Lot owners may install a sign of not more than 2 square feet in area for purposes of identifying the owner of the lot or name and number of the premises. Any such sign shall be compatible with its immediate environment and shall not be illuminated with lighting more intense than a 150 watt, filament-type bulb.

10. Exterior Lighting.

Exterior illumination may be utilized at residences, provided that such lights be shielded so as to direct light downward in an arc no greater than 60 degrees as measured from a vertical plumb line. No street lights shall be erected, or caused to be erected along any subdivision access road without the unanimous vote of the "Ravens Woods Association." In no case shall mercury or sodium vapor high intensity lights be utilized for exterior illumination of any area of "Ravens Woods."

11. Forest-Management.

On each lot the destruction or removal of standing, live trees shall not be permitted, except for the following purposes:

A. Forest cover that is damaged or destroyed by the forces of nature may be cleared or restored.

B. Forest cover may be cleared to prevent the spread of fire.

C. Forest cover may be cleared as necessary in the establishment, construction, maintenance and replacement of: (1) the structures permitted hereunder; (2) the water resources or services, sewage, electric, telephone and other utility services related to the permitted uses of the lots; (3) footpaths and forestry roads as appropriated for the permitted forest management activities; (4) driveways to permitted structures.

D. Forest management practices shall be allowed under the following restrictions: (1) clearing of land for lawns and field areas, provided such clearings do not exceed 40,000 square feet in size, do not encroach on the lot setback areas, and are limited to two per lot, excepting those lots which are smaller than 6 acres in area, which shall be limited to one such clearing; (2) harvesting of mature trees with the principles of selective cutting and sustained harvest, such that no more than 30% of the volume of trees are removed in any ten-year period, and no clearings of forest canopy are allowed that exceed 5,000 square feet in area.

12. All-Terrain Vehicles.

No motorized all-terrain vehicles, whether they be two-, three-, or four-wheeled vehicles or snowmobiles, or any other unlicensed motorized recreational vehicles shall be permitted on the access roadways of the subdivision, nor shall any such vehicles be operated upon footpaths created through the

subdivision for the common usage of the lot owners.

13. Unregistered Motor Vehicles.

No more than one unregistered motor vehicle intended for public road usage shall be stored on the premises of any lot, and that one allowed vehicle shall be stored inside a building. No trucks of greater than one ton capacity shall be parked on any lot overnight.

14. Nuisance Conditions.

No condition or activity that is dangerous, noxious or noisy to neighboring landowners shall be present or conducted on any lot.

15. Driveways, Easements and Maintenance Costs.

For the purpose of maintaining the access road and utility easements required or desired within "Ravens Woods" subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot of the subdivision, agrees to and shall be a member of and be subject to the obligation and duly enacted Bylaws of the "Ravens Woods Association". Each lot owner shall pay to the Association of its authorized representative his proportionate share of the expenses of the Association in carrying out its functions on the payment schedule determined appropriate by the Association, such expenses to include costs of maintaining any shared services for the use or benefit of lot owners.

Lot owners shall be deeded an easement for vehicular travel and access to their lots over the primary roadway as shown on the subdivision plan, and primary access to any lot in the subdivision from Route 15, so-called, shall be limited to said easement.

Each lot shall be assessed 1/11 of the annual cost of maintenance and repair of said roadway, the amount and terms of payment of which shall be determined by the Ravens Woods Association.

In addition, the Grantor reserves to itself, its successors and assigns, the right of reasonable access thereto within said 100-foot wide right-of-way to permit use of or assign such easements for the purpose of allowing installation and maintenance of utility lines and other similar services.

The Association or its authorized representative shall have the irrevocable right, to be exercised by its Manager or other designate, to have access to each parcel from time to time during reasonable hours, as may be necessary for the maintenance of any right-of-way.

16. Enforcement.

The violation or attempted violation of any covenant or restriction in this Declaration is hereby declared a nuisance

which may be remedied by any appropriate legal proceeding, following proper notification of the Association regarding the violation and the timely attempt by the Association to negotiate the remedy and removal of the violation.

Specifically, if any lot owner shall attempt, violate, or permit any violation of any of the covenants, restrictions or reservations described above, the Grantor or any lot owner may notify the President of the Association by written notice of the violation or attempted violation. The President and Association shall have 60 days from receipt of such notice to negotiate the remedy and removal of the observed violation. If the Grantor or any lot owner is not satisfied with the result of the negotiation, at the conclusion of the allowed period of negotiation he or she may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations, or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both.

If the final judgment is rendered against the lot owner in violation, that owner agrees to pay all reasonable costs, including attorneys' fees, incurred in the prosecution of said claim. Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other lot owners, and the failure to enforce any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto.

17. Amendment or Termination of Covenants.

At a meeting of the Association duly held not earlier than January 1, 2015, the then-current lot owners of record may terminate or amend any or all of the provisions set forth in this Declaration, by a unanimous vote of the membership of the Association, which amendment or termination shall become effective upon the recording thereof. If no amendment or termination is recorded by March 1, 2015, this Declaration shall automatically renew for another 25-year period, and in like manner for each 25 year period thereafter.

18. Severability.

If any provisions of this Declaration, or its application to any persons or circumstances, is invalid or unenforceable, then the remainder of this Declaration, or the application of such provisions to other persons or circumstances, shall not be affected thereby.

BK1763PG178

WITNESS my hand and seal this 5th day of July, 1989.

THE CORVUS CORPORATION

BY: Ann Bacon
Ann Bacon
Its President

STATE OF MAINE

Hancock County, ss.

July 5, 1989

Personally appeared the above-named Ann Bacon and acknowledged the foregoing instrument to be her free act and deed, in her said capacity.

Before me,

Audrey H. Eaton
Notary Public/Attorney at Law
AUDREY H. EATON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 20, 1993
Typed/Printed Name As Signed

HANCOCK, SS. REC'D

JUL 26 1989 AT 8 50 AM