

Bk 3977 Pg 183 #15002  
07-23-2004 @ 11:09a

**DECLARATION OF RESTRICTIONS AFFECTING  
PROPERTY OF MAINE WOODLAND PROPERTIES  
KNOWN AS THE MERGANSER BAY SHORES SUBDIVISION  
ALONG GOULDSBORO POINT ROAD IN THE TOWN OF GOULDSBORO  
COUNTY OF HANCOCK AND STATE OF MAINE**

**THIS DECLARATION** dated this 21<sup>st</sup> day of July, 2004, by Maine Woodland Properties, a Maine corporation, of Portland, Cumberland County, Maine, hereinafter referred to as the Grantor.

**WITNESSETH:**

**WHEREAS**, the Grantor has subdivided a certain lot or parcel of land in the Town of Gouldsboro, Maine into fourteen (14) lots as delineated on a Plan of "*Merganser Bay Shores*" subdivision, Gouldsboro, Maine compiled by Sawyer Engineering & Surveying, Inc. dated 3-1-04 (last revised 4-20-04) recorded at the Hancock County Registry of Deeds in Plan File 32 Sheet 135; which the Grantor proposes to develop and improve in accordance with said Plan, and,

**WHEREAS**, the Grantor, intends to sell and convey lots from said Plan but desires to assure to said purchasers and their several heirs, successors, and assigns owning such lots, and their tenants, employees and guests, the use, benefit and enjoyment of said land in accordance with a harmonious plan, and to this end desires that lots depicted on said Plan be subject to certain restrictions, reservations, servitudes, covenants, agreements and easements as hereinafter set forth.

**NOW THEREFORE**, in consideration of the premises, the Grantor hereby covenants and agrees with the purchasers of the numbered lots on said Plan and each of them agrees that each lot is and shall be held and shall be conveyed subject to the restrictions, reservations, servitudes, covenants, conditions, agreements and easements set forth in the various clauses of this Declaration, which it is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Grantor, its successors and assigns, and the several purchasers, their heirs, successors and assigns, and binding upon all of said numbered lots described upon said Plan, to wit:

Each of the above mentioned lots conveyed in the "*Merganser Bay Shores*" subdivision shall be subject to the following covenants and restrictions which shall run with the land:

- 1. COMMERCIAL USES PROHIBITED:** No lot shall be used for any commercial purpose whatsoever, but solely for private residential purposes. This restriction shall not be construed to prevent rental of any home on said lot for private residential purposes, nor to prevent the conduct of professions, craft work, artistic endeavors and similar home occupations, but only when conducted from within a private residence, solely by individuals regularly living therein.

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Thomas Parilla

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2. **ONE HOUSE ONLY:** No more than one principal residential building designed and occupied for single-family use shall be maintained on any single lot at any one time. For the purposes hereof, "family" shall mean persons related by blood, marriage, or adoption, or not more than four unrelated persons, living together as a single housekeeping unit. This restriction shall not prevent the erection of such auxiliary structures as a garage, storage buildings or the like to be maintained in connection with the private residential use of the property.
3. **MOBILE HOME:** There shall be no mobile homes placed or stored on any lot.
4. **TRAILERS AND TENTS:** Travel trailers, camping trailers, tents or other form of mobile or temporary residence (except mobile homes) are allowed to be used and kept on the premises for not more than 120 days in any 12 month period.
5. **ANIMALS:** No animals or fowl shall be kept on the premises except ordinary household pets, regularly housed within the home.
6. **SUBDIVISION:** There shall be no further division of Lots 1-8 or 10-14 of the subdivision; Lot 9 may be divided one (1) time only, subject to Planning Board review and approval.
7. **WELLS:** Wells on all lots shall not be constructed within 75 feet of the traveled way of Gouldsboro Point Road, Merganser Drive, or White Tail Lane.
8. **DRIVEWAYS:** Driveways accessing Lots 13 and 14 are prohibited from Gouldsboro Point Road and shall be located off Merganser Drive, at least 100 feet from the Gouldsboro Point Road right of way. For all driveway entrances, the minimum storm drainage culvert size shall be 15-inch diameter.
9. **ROAD MAINTENANCE AGREEMENT:** All lots in this subdivision are subject to the terms and conditions of a Road Maintenance Agreement, a copy of which is attached hereto as Exhibit A. Each purchaser of every lot in this subdivision shall execute a Road Maintenance Agreement in substantially the same form as that Exhibit A attached hereto. The terms and conditions of said Road Maintenance Agreement shall be binding on the buyer and his heirs and assigns forever.
10. **ENFORCEMENT OF RESTRICTIONS:** Any breach of the use restrictions established hereunder shall be deemed a nuisance, which after fifteen days following mailing of a written demand for conformance to the last known address of the owner, the grantor or any lot owner within the "*Merganser Bay Shores*" subdivision, shall have the right, but not the duty to abate. In every such case, the party enforcing what is found by a court of competent jurisdiction to have been a breach of these restrictions shall be entitled to recover from the owner of the lot in question all expenses for abatement and/or enforcement, including reasonable attorneys fees.

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IN WITNESS WHEREOF, Susan A. Girouard, Vice President of Maine Woodland Properties, Inc., thereunto duly authorized, has set her hand on the date first above written.

WITNESS:

*Alan E. Wolf*

MAINE WOODLAND PROPERTIES

*Susan A. Girouard*

SUSAN A. GIROUARD  
Vice President

State of Maine  
County of Cumberland

The above-named Susan A. Girouard, personally appeared before me this 21<sup>st</sup> day of July, 2004, and acknowledged the foregoing instrument to be her free act and deed in his said capacity and the free act and deed of said MAINE WOODLAND PROPERTIES.

Before me,

*Alan E. Wolf*

Notary Public/Attorney at Law  
Alan E. Wolf

(Revised: July 20, 2004)

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**EXHIBIT A**

**ROAD MAINTENANCE AGREEMENT  
MERGANSER BAY SHORES SUBDIVISION  
GOULDSBORO POINT ROAD  
GOULDSBORO, MAINE**

Agreement made this \_\_\_\_ day of July, 2004 by and between Maine Woodland Properties, a Maine corporation with a place of business in the City of Portland, County of Cumberland and State of Maine (hereinafter referred to as Seller), and \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_ (hereinafter referred to as Buyer).

Seller and Buyer agree as follows:

1. Seller and Buyer agree that Buyer will contribute \$250 dollars for the first year maintenance fee for Merganser Drive and White Tail Lane which services those lots conveyed on a Plan of "*Merganser Bay Shores*," subdivision, Gouldsboro, Maine compiled by Sawyer Engineering & Surveying, Inc. dated 3-1-04 (last revised 4-20-04) recorded at the Hancock County Registry of Deeds in Plan File 32 Sheet 135. For the second and all succeeding years, the annual fee shall be determined by the estimated costs of snow removal and standards expressed elsewhere in this agreement.
2. Seller and Buyer agree that all maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only as required. Snow removal will be provided on demand of one lot owner.
3. Seller and Buyer agree that said maintenance and upkeep of the road/driveway shall be limited to that required by ordinary wear and tear to the driveway/road condition unless agreed to by both lot owners. In the event that extraordinary measures such as enlarging or repaving the road surface is requested, approval of a majority of lot owners is necessary. If the projected cost of any one project mentioned herein, with the exception of snow removal, will exceed \$100, no work will be undertaken until the consent of the majority of lot owners is obtained.
4. Buyer hereby agrees to attend a meeting of all property owners at which time one lot owner will be elected to handle the details of this agreement.
5. No money shall be collected until the lot owners have held their initial meeting and an officer is elected to collect such funds.

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6. If it is decided by the lot owners that a stated amount herein is to be increased or decreased, the consent of a majority of the lot owners is required.

Dated at Portland, Maine this \_\_\_\_ day of July, 2004.

MAINE WOODLAND PROPERTIES

SUSAN A. GIROUARD  
Vice President

Printed Name Purchaser

State of Maine  
County of Cumberland

The above-named Susan A. Girouard, personally appeared before me this \_\_\_\_ day of July, 2004, and acknowledged the foregoing instrument to be her free act and deed in his said capacity and the free act and deed of said MAINE WOODLAND PROPERTIES.

Before me,

Notary Public/Attorney at Law

State of Maine  
County of \_\_\_\_\_

The above-named \_\_\_\_\_, personally appeared before me this \_\_\_\_ day of July, 2004, and acknowledged the foregoing instrument to be h \_\_\_\_ free act and deed.

Before me,

Notary Public/Attorney at Law

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Thomas Parilla

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HANCOCK COUNTY

DocuSigned by:

HEIDI K PARKER

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