

## PROTECTIVE COVENANTS

Maine Woodland Properties, a Maine corporation with a place of business in South Portland, Cumberland County, Maine, hereinafter called the Declarant, being the owner of the real property described in Clause I of this Declaration, hereby declares that the real property described in Clause I hereof is, and shall be, held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges set forth in Clause III hereof, which shall run with the land and may be enforced by the Declarant, the Summer Harbor Homeowners' Association, the State of Maine Department of Environmental Protection, or any owner of any portion of said real property.

## CLAUSE I

Property Subject to this Declaration

The real property which is subject to this Declaration is located at Gouldsboro, Hancock County, Maine, and is more particularly bounded and described as Lots 1 through 17 as set forth on a Plan entitled "Summer Harbor" dated April 1, 1991, and recorded in the Hancock County Registry of Deeds in Map File 24, Page 71.

## CLAUSE II

General Purposes of Declaration

This Declaration is made to insure the best use and the most appropriate development and improvement of each lot of said property; to protect the owners of each lot against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on each lot; to prevent haphazard and inharmonious improvements of each lot; to secure and maintain property setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high quality of improvement on said property, and thereby to enhance the values of investments made by purchasers of lots therein.

## CLAUSE III

Conditions, Restrictions, Covenants, Reservations,  
Easements, Liens, and Charges

1. No more than one dwelling designed for single family occupancy, together with the usual and necessary outbuildings, shall be erected on any lot. Inground swimming pools are prohibited on lots 3 through 10, inclusive.
2. Any structure erected on any lot shall be finished on the exterior with clapboard, exterior shingles, stone masonry or similar so called finish siding. Any structure erected on any lot shall be constructed in such a manner as shall be compatible with surrounding structures. No metal sheds or metal outbuildings shall be permitted on any lot.
3. The installation and maintenance of sewage disposal and well systems shall comply with the State of Maine Plumbing Code as administered by the Department of Human Services, Division of Health Engineering and all applicable state and local laws, ordinances, and regulations, and shall be located in the sites designated on the plan. Only low-flow toilets, so-called, are permitted on lots 3 through 10, inclusive. The location of any well system shall be within the respective site designated on the plan of Summer Harbor prepared by Jeffrey A. Johnson dated October 16, 1989, last revised September 14, 1990 to be recorded unless prior written approval from the Department of Environmental Protection for a location other than that shown on said plan is obtained.
4. No lot shall be used for any commercial purposes whatsoever, but shall be used solely for single family residential purposes. This restriction shall not be construed to prevent rental of any home on any 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 and not involving the retail sale on the premises of goods or services incidental thereto, provided, however, that no more than twenty (20) percent of the living area of the principal structure shall be used for such commercial activities.
5. No building shall be erected or placed on any lot unless it is at least twenty-five (25) feet from any sideline or any right of way and at least one hundred (100) feet from the normal high water mark of Stave Island Harbor, Summer Harbor and Myrick Cove, and within the building setback areas as set forth on said plan provided, however, that common ownership of two or more adjacent lots shall effect a merger of those lots and the

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foregoing restrictions shall apply to the lot resulting from such merger.

6. No mobile home shall be placed or used on any lot. No temporary dwelling, tent, trailer, camper or other form of mobile residence shall be permitted to exist on any lot in excess of one hundred twenty (120) consecutive days in any twelve (12) month period.

7. Construction, excavation, clearing and any use of any lot is and shall remain subject to state and local environmental, zoning and land use laws, ordinances and regulations including, but not limited to, shoreland zoning, subdivision laws and ordinances, and the natural resources protection act. Nothing herein contained shall in any way alter or amend the obligations of any lot owner to comply with said laws and regulations.

8. No lot owner shall build or regrade any lot so as to interfere with the natural drainage of surface water without installing suitable culverts or other drainage facilities adequate to handle seasonal run-off and designed to discharge surface water from the lot in the same area and direction as would have naturally occurred before such improvements.

9. No animals or poultry of any kind, other than domesticated house pets, shall be kept or maintained on any lot.

10. No lot shall be divided for purposes of sale or lease, and no part of any lot less than the whole shall be leased or sold.

11. Principal structures on lots in the subdivision shall be constructed with their lowest floor, including the basement, at least one foot above the 100-year flood elevation.

12. Any entrance from a lot onto Summer Harbor Road or Shore Drive shall be a minimum of sixteen (16) feet in width, of which twelve (12) feet shall consist of travel surface. To facilitate the passage of emergency vehicles, no lot owner shall create or permit to exist any obstruction or growth within said fifteen (15) feet or within the rights of way of the Summer Harbor Road or Shore Drive. Any entrance onto Summer Harbor Road from Lots 13, 14 and 15 shall be located within the entrance depicted on said plan.

13. (a) Each lot owner, except the owners of Lots 13, 14, 15 and 17, shall become a member of the Summer Harbor Homeowners' Association, a nonprofit, nonstock corporation, duly organized and existing under the laws of the State of Maine, and shall be subject to the bylaws, rules, and regulations of said association. This association has been formed primarily to maintain the road and common area within the property described

in Clause I above. These obligations shall be assumed by the association after seventy-five percent (75%) of the lots created by the Declarant have been sold by the Declarant. The association shall have the right to levy an assessment or charge in accordance with the bylaws for the association, which 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 until paid. The lien hereby reserved and described shall, however, be at all times subordinate to the lien of any bona fide mortgage of any lot, 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. 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.

(b) The association shall be responsible for the maintenance of the roadway, including but not limited to the maintenance of all permanent erosion structures installed for the benefit of said roadway, and common area in the subdivision and the other obligations set forth above or assumed by the association. After 75% of the lots have been sold by the Declarant, the directors of the association shall forthwith call a meeting of the association in order to accomplish the orderly transfer of these responsibilities from the Declarant to the association.

IN WITNESS WHEREOF, Maine Woodland Properties as caused this instrument to be signed in its corporate name and sealed by Joseph R. O'Brien its President, hereunto duly authorized, this 3 day of April, 1991.

Witness:

Karen A. Huber

MAINE WOODLAND PROPERTIES

By: Joseph R. O'Brien  
Its duly authorized President

Print or type name as signed:

Joseph R. O'Brien

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STATE OF MAINE

Pendineot County, ss.

April 3, 1991

Personally appeared the above-name Joseph P. O'Brien,  
resident of Maine Woodland Properties, and acknowledged  
before me the foregoing instrument to be his free act and deed in  
his said capacity and the free act and deed of Maine Woodland  
Properties.

Karen A. Hulzer

Notary Public

Atty. At Law

Print or type name as signed:

Karen A. Hulzer

RECEIVED

3 h. 02m. P.M.

APR - 8 1991

REGISTRY OF DEEDS  
HANCOCK COUNTY, SS.

*B. Joanne Davilly*  
REGISTER