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WINDSWEPT HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING
WINDSWEPT SUBDIVISION BLUE HILL, MAINE

This DECLARATION of covenants originally dated on the 11th day of May, 2010, by Curtis Cove, LLC and amended on this 14 day of April, 2015 by the Windswept Homeowners Association, which represents the interests of all six homeowners of the subdivision.

This real estate is situated in that part of Blue Hill, Hancock County, Maine, known as East Blue Hill, acquired by Curtis Cove, LLC from the Estate of Ruth P. Holbrook by deed recorded at the Hancock County Registry of Deeds. A portion of that property has been subdivided as shown on a Plan entitled "Final Subdivision Plan of Windswept, Curtis Cove Road, Blue Hill, Hancock County, Maine", prepared by Clark G. Staples, PLS #2332 and recorded at the Hancock County, Maine, Registry of Deeds.

The Windswept Homeowners Association, which has replaced Curtis Cove LLC, hereby covenants and agrees that Lots 1 through 6, shown on said Plan and Lot 7, a common lot in which each residential lot shall have an undivided one-sixth interest, shall be subject to the following restrictive covenants and agreements (not conditions subsequent) to wit:

1. All lots in the subdivision shall be used for single family residential purposes only and not for any commercial or industrial uses, provided, however, that home offices for use by the owner of the lot are permitted. Home office use shall be limited to businesses with a maximum of one employee conducted without signage, outside storage or retail customers. Home businesses may not include frequent visits by non-subdivision residences. Animal boarding, child care and nursery facilities and commercial, industrial or business use or enterprise are specifically prohibited.

2. No more than one single family dwelling, together with appurtenant outbuildings may be erected or maintained upon the lots in the subdivision. Appurtenant outbuildings may include one additional structure with sleeping, kitchen and bath facilities, such as a guest house, garage apartment or caretaker's house.

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Initials: Lot 1 CB Lot 2 S.B. Lot 3 NW Lot 4 MM Lot 5 PA Lot 6 WJ
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3. The primary residence on each Lots 2-6 shall contain no more than three thousand (3000) square feet of inhabitable interior space. Additional buildings located on the lots shall be limited to a cumulative maximum footprint of fifteen (1500) hundred gross square feet of ground coverage.

4. No mobile homes or house trailers shall be placed, erected or maintained upon lots in the subdivision.

5. No camping trailers, recreational vehicles, boats, trailers, snowmobiles or vehicles of any kind shall be stored in such a way as to be visible from the common lot shown as Lot 7 on the Windswept Subdivision Plan. All storage shall be in a neat and debris free manner.

6. No unregistered or inoperable motor vehicles of any kind shall be kept or stored on any part of a lot, unless kept within an enclosed garage or outbuilding.

7. Lots shall not be further divided.

8. The exterior construction of any structure on any lot once begun must be completed within one hundred eighty (180) days of commencement.

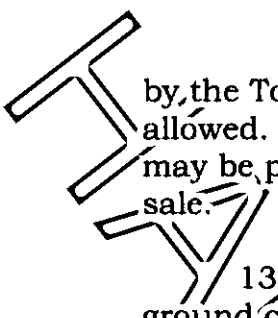
9. External cladding on all buildings shall be designed so as to blend in with the natural landscape to the greatest extent possible. External cladding shall be limited to wooden clapboards, cedar shingles, timber boarding, brick and stone.

10. Exterior lighting shall be designed so as to avoid disturbing other residents, creating glare, or impacting the darkness of the night sky. To the extent possible, exterior lighting shall be minimized. No exterior lighting shall be installed in which the light source is visible from any point beyond the individual lot.

11. Lot owners shall not carry out or allow any activities which will cause a sensory annoyance to other lot owners, including, but not limited to, outdoor telephone ringers, audible broadcasts, revving of motors or repeated and lengthy dog barking. Noxious, dangerous, offensive or unduly noisy activities of any nature shall not be carried out upon any lot.

12. Signage on lots shall be minimal and limited to identification of the lot number and/or house name. Signage shall be limited to no more than one (1) square foot in total area. There shall be no "neighborhood" or "subdivision" signs. A street sign in a form approved

Initials: Lot 1 Lot 2 SB Lot 3 Lot 4 Lot 5 Lot 6



by the Town of Blue Hill, at the entrance of the common driveway, is allowed. "For Sale" signs shall be limited to four square feet in size and may be placed along the street frontage of Lot 7, as well as on the lot for sale.

13. Lot owners shall maintain a ten-foot-wide buffer strip of ground cover, shrubs and small trees along all lot boundaries except as required for driveways, paths, utility routes, etc. No structures, other than boundary markers, signs, driveways or fences shall be located within ten feet of any boundary.

14. All trash, garbage and other waste shall be kept in sanitary containers, not visible from any road or from a vantage point on other lots and shall be promptly emptied. Containers may be placed at the street line or other appropriate locations on days when trash removal is conducted.

15. All structures shall be maintained in a neat and attractive manner. Owners shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, screens, doors, walks, driveways, parking areas or other visible portions of the home to deteriorate.

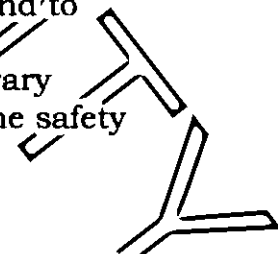
16. A pedestrian only right of way shall be maintained from Curtis Cove Road to the high tide line of Curtis Cove, in the location presently existing near the western boundary of the property for limited low impact recreational use, by the public, during day light hours only, of 475 feet of shore frontage, measured from the southwest corner of the property and measured along the high tide line. The right of way shall not be used to access adjacent properties.

This right of access shall be subject to reasonable rules of use to be established by the Windswept Homeowners Association, including but not limited to prohibition of loud music, excessive noise, fires, use of motorized vehicles, boat launching of any type, drinking of alcohol and drug use, storage of any type, or any behavior or action that will interfere with the peaceful use and enjoyment by the owners of Windswept Subdivision lots and neighboring landowners of their properties.

Windswept Homeowners Association, its successors and assigns shall have the right to create additional rules of use as needed, and to enforce the existing rules. In addition, Windswept Homeowners Association shall have the right to shut down access on a temporary basis as needed to assure compliance with rules of use and for the safety and protection of people, property and the environment.

17. Lot 1 of Windswept Subdivision shall be subject to the following restrictions prohibiting the alteration of the footprint and profile

Initials: Lot 1 CB Lot 2 S.S Lot 3 NW Lot 4 MM Lot 5 SB Lot 6 MM



of the existing original house as viewed from Curtis Cove Road and Blue Hill Bay, except as follows:

- a. The front dormers on the existing original house may be doubled in width, provided they are centered over the ground floor windows of the house.
- b. A porch consistent with the style of the house may be added.
- c. The house may be extended to the north provided that the extension is consistent with the style of the house and does not project above the roof peak of the existing original house.
- d. A second story may be added over the kitchen wing provided it is consistent with the style of the house and its roof does not project any higher than the existing roof of the original house.
- e. In the event the house is damaged or destroyed it shall be rebuilt to match in all respects the profile, footprint and style of the damaged or destroyed house when viewed from Curtis Cove Road or Blue Hill Bay and shall be subject to the same restrictions set forth above.
- f. Any additional new building shall be traditional in appearance and limited to a cumulative maximum of 1500 gross square feet of ground coverage.

IN WITNESS WHEREOF, Windswept Homeowners Association, has caused this instrument to be signed and sealed by its authorized Member, Jeanne Bourgault Jennings, this 14 day of April 2015.

CURTIS COVE, LLC

Signed by all members of the Windswept Homeowners Association.

By: [Signature]
Clifton Page & Lucy Benjamin, Lot 1

By: [Signature]
Sergei Breus, Lot 2

By: [Signature]
John Burns & Nancy White, Lot 3

By: [Signature]
Michael & Lane Murnik, Lot 4

By: [Signature] [Signature]
Jeanne Bourgault Jennings & Raymond Jennings, Lot 5

By: [Signature] [Signature]
William Rhine & Laurie Yntema, Lot 6

Initials: Lot 1 CP Lot 2 S.B. Lot 3 JB Lot 4 MM Lot 5 JB Lot 6 WR

STATE OF MAINE
COUNTY OF HANCOCK

April 14, 2014

Then personally appeared the above named JEANNE BOURGAULT,
in her said capacity, and acknowledged the foregoing instrument to be
his free act and deed and the free act and deed of said corporation.

Before me, [Signature]
Notary Public

SEAL

Print name of Notary _____

HOPE A. ROGERS
NOTARY PUBLIC - MAINE
COMM. EXPIRES 8/13/21

(5) Ret Roy

Initials: Lot 1 [Signature] Lot 2 [Signature] Lot 3 [Signature] Lot 4 [Signature] Lot 5 [Signature] Lot 6 [Signature]