

SEBAGO COVE ESTATES

**DECLARATION OF PROPERTY RESTRICTIONS AND  
ESTABLISHMENT OF LOT OWNERS ASSOCIATION**

KNOW ALL MEN BY THESE PRESENTS, That Oani-S. C. Partners (the "Grantor") is the owner of certain real estate situated in the Town of Naples, County of Cumberland and State of Maine, as conveyed to it by Deed of Oxford Paper Company, dated February 1, 1988, and recorded in Cumberland County Registry of Deeds in Book 8167, Page 117.

WHEREAS, the Grantor is now subdividing said property, as shown in the Plan recorded in the Cumberland County Registry of Deeds in Plan Book 193, Pages 134-142, and it is the Grantor's desire to continue the development of said property for residential purposes and for the establishment of certain restrictions regarding the use and development of said property by all future owners thereof and to preserve for the owners the rural and residential character of said development, and

WHEREAS, the Grantor desires to assist the grantees in providing the necessary means and organization to enable it and its grantees to enforce the restrictions and covenants hereinafter set forth, and to maintain the development;

NOW, THEREFORE, in consideration of the premises, the Grantor does hereby subject all of the lots to be developed to the following property restrictions, covenants, charges and assessments, all of which shall run with and bind all such lots within the development and shall be binding upon said Grantor and its grantees, successors and assigns.

ASSOCIATION RULES, REGULATIONS & RESTRICTIONS

1.0 Adherence to State, Local, and Federal Law.

1.1 In addition to the restrictions contained herein, each lot shall be subject to all applicable municipal ordinances and state and federal laws and regulations. Furthermore, nothing contained herein shall be construed as permitting any construction, activity or use which is contradictory to the subdivision plans as approved by the Town of Naples, Planning Board. Any and all construction, activities and uses must be in compliance with the requirements contained in said plans as the same may be amended from time to time.

1.2 No commercial enterprise of any type whatever shall be permitted on any lot on the subdivision plan, which shall be used solely for residential and recreational purposes.

1.3 Any changes to the subdivision may be made only after approval by the Naples Planning Board as required by law, and subject to the approval of the Grantor so long as any lot in the subdivision remains unsold by Grantor.

1.4 All plumbing, sanitary facilities and private water supplies shall conform to all applicable federal and state laws and local ordinances. All construction work, including excavation, sewerage work, and all uses shall be in accordance with all applicable local and state laws, ordinances and regulations.



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**2.0 Description of Permitted Buildings.**

Any two-story dwelling erected on a lot shall have a minimum of eight hundred (800) square feet of first floor area. Any single story dwelling erected on a lot shall have a minimum of one thousand (1,000) square feet of floor area. Minimum square footage shall not include porches or garages. All dwellings shall be constructed on a full concrete slab or full permanent foundation. All structures erected on any lot hereby conveyed shall have as exterior finish clapboards, shingles, masonry, vinyl siding, T-111, or other quality finish, with no tar paper, tarred shingles, or other types of tarred siding allowed. No structure shall exceed thirty-five (35) feet above the average elevation of the finished grade within twenty feet of the building perimeter to the highest point of the roofline. All construction shall be completed within twelve (12) months after commencement of construction.

**3.0 Appearance of Lots, Permitted Activities.**

3.1 Each lot hereby conveyed and all improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance at all times. No inoperable motor vehicles, junk, or debris shall be stored on the premises. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements contained herein. No outdoor fires shall be permitted without proper burning permit.

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3.2 No mobile homes or manufactured housing may be placed or stored on a lot for any purposes whatsoever.

3.3 No tents shall be placed or maintained on any lot, except that tenting by children shall be permitted. Trailer or camper use only during periods of construction of permanent structures shall be permitted; however, with on site septic facilities complying with the Maine State Plumbing Code.

3.4 No animals or birds shall be kept or maintained on any lot other than household pets provided that such household pets shall not constitute a nuisance to the occupants of adjoining or nearby property. All dogs shall be kept on leashes.

3.5 Noxious, dangerous, offensive or unduly noisy activities shall not be carried on, from or upon any parcel. No activity shall be permitted on any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

3.6 Trash, garbage and other waste shall be kept in sanitary containers where they are not visible from the road.

3.7 No signs or other advertising devices shall be exhibited on any lot hereby conveyed, except for temporary "for sale" or "for rent" signs and a single neatly kept sign, with not over 200 square inches of surface area, identifying the occupant(s).



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**4.0 Land Use Requirements and Restrictions**

4.1 The use of each lot and of the common land is subject to one or more of the provisions as set forth in the "Lot-by-Lot Requirements and Restrictions Tabulation" attached to these restrictions as Exhibit A and incorporated herein by reference.

4.2 No construction, alteration or other activities may be conducted at any location in the subdivision that interrupt or impede natural or man-made drainage ways.

4.3 The Lot Owners Association shall maintain all wet ponds within the subdivision in good and functioning condition.

**5.0 Required Setbacks.**

5.1 No structure shall be erected closer than 50 feet from the front line of the lot (meaning that line having the longest frontage on a street) and no closer than 25 feet from the adjoining property lines; provided; however, that when two or more adjacent lots are owned by the same party the adjoining property line restriction shall apply only to the lines between said party and another lot owner. Upon any sale of such lots these restrictions must be fully complied with. Provided, further, that this restriction is subject to all applicable zoning requirements and is subject to the buffer restrictions contained in Section 4.0.

5.2 The location and design of any building, including accessory structures, wells or septic systems, must be in conformance with the plans approved by the Naples Planning Board.

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6.0 Establishment of Lot Owners Association.

6.1 The owner or owners of a lot within the development shall be a member of the Lot Owners Association and each such owner or owners shall be entitled to participate at meetings of the Association, provided nevertheless, there shall be allowed only one vote per lot. Upon transfer, conveyance or sale by any owner of his, her or its interest in a lot within the development, said owner's membership in the Lot Owners Association shall thereupon cease and terminate. Except as herein provided, the Lot Owners Association shall be the sole judge of the qualifications of its members and of their right to participate in and vote at its meetings. The fact of non-membership in the Lot Owners Association shall not serve in any way to release or relieve the lot or lots owned by said owner from the assessment hereinabove provided for. The Lot Owners Association shall be organized not later than the time specified herein for conveyance of common land to the Association.

6.2 Prior to the actual organization and/or incorporation of the Lot Owners Association contemplated by the terms of this Declaration, the Grantor shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred upon the Lot Owners Association in the same way and manner as though all of such powers and duties were given directly to the Grantor.



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6.3 Said Lot Owners Association shall, at all times, observe all of the laws of the Town of Naples, State of Maine, and of the United States of America, and if at any time any of the provisions of this Declaration shall be found in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.

6.4 The Lot Owners Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration, subject to the limitations hereinabove and hereinafter set forth.

6.5 Title to the common land in each phase in the subdivision shall be conveyed to the Lot Owners Association when fifty percent of the lots in that phase of the subdivision have been conveyed by the Grantor. All common lands shall be held and used subject to the restrictions imposed by the Naples Planning Board in approving the subdivision.

6.6 The Lot Owners Association or its designee shall have the authority and obligation to enter upon any lot to maintain all components of the storm water management system which are not located within the public roads, and to inspect for compliance with lot clearing and buffer restrictions set forth pursuant to Section 4.1 hereof.

7.0 Maintenance Charges.

7.1 Each lot when, if, and as conveyed or sold by the Grantor, whether by deed, contract, agreements of purchase and sale, or bond for a deed, shall thereafter be subject to an annual maintenance charge or assessment. Any lot which has not been sold or conveyed by the Grantor shall not be subject to said annual maintenance charge or assessment. Said maintenance charge or assessment shall be paid to the Sebago Cove Estates Lot Owners Association, a non-profit corporation organized and existing or to be organized and exist under the laws of the State of Maine, for the purpose of providing to the grantees, their heirs, executors, administrators, successors or assigns, the means, organization, and financial ability to maintain and improve the development, including but not limited to the duties as hereinafter set forth.

7.2 The amount of said maintenance charge or assessment shall be \$\_\_\_\_\_ per year per lot, regardless of whether there are structures erected upon said lot or other improvements thereto. Said sum shall be due and payable to the Association on or before the first day of April each year subsequent to conveyance by the Grantor. The Lot Owners Association (or the Grantor before the Association has been organized) shall notify individual lot owners of the due date for payment and the amount of said assessment, but failure to give said notice shall not relieve the Lot Owner of the obligation to pay said assessment. The amount



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of such assessment may be changed by vote of the Lot Owners Association in accordance with the Bylaws of said Association. Any overdue maintenance charge or assessment shall constitute a lien of normal priority against the lot which may be enforced and collected by court action. Each lot owner shall be deemed to have consented to personal jurisdiction in the state or federal courts sitting in Maine for purposes of this paragraph.

7.3 Such charges or assessments collected by the Lot Owners Association shall be applied by said Lot Owners Association towards payment for charges incurred for maintenance, repair and/or improvement of common land, regulatory buffers, wet ponds, erosion control measures, and any drainage improvements not located within the public roads within the subdivision including but not limited to the following:

a. To enforce, either in its own name or in names of lot owners, any or all of the property restrictions and covenants above set forth or any which may hereafter be established by the Lot Owners Association, provided, however, that this Association right of enforcement shall not limit the right of the owner or owners of any lot or lots to enforce such restrictive covenants in the event they or any one of them elects to do so.

b. To maintain all common land held by the Lot Owners' Association, including the payment of any Real Estate taxes or other similar fees imposed on said

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common land, and to create or maintain permissible improvements thereon.

8.0 Covenants Run with Land; Enforcement.

8.1 All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall bind the Grantor, its successors and assigns and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Grantor, its successors in title and with each of them to conform to and observe all the terms and conditions herein contained. Any land on the plan designated "reserved" shall be subject to these restrictions.

8.2 The covenants and restrictions provided herein may be enforced by temporary injunctive relief without notice and preliminary and permanent injunctive relief by any court having jurisdiction in an action brought by the Grantor, the Association, any lot owner or owners, the inhabitants of the Town of Naples or the Maine Department of Environmental Protection. Each lot owner shall be deemed to have consented to personal jurisdiction in the state or federal courts sitting in Maine for purposes of this paragraph. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the restrictions herein. In addition to the foregoing, the Association may impose and collect a civil forfeiture of up to \$10.00 per day for every day of violation, and any party maintaining a legal action to enforce



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these provisions shall, in addition to the other relief available, be entitled to recover reasonable attorneys fees and costs of suit. Nothing herein shall be deemed to limit the authority of the Town of Naples or other governmental agencies to enact and enforce land use regulations.

IN WITNESS WHEREOF, John Hofmann has signed and sealed this instrument, this 8th day of June 1993.

OANI-S. C. PARTNERS

*Barbara J. Jones*  
Witness

By: *John Hofmann*  
Partner - John Hofmann

STATE OF MAINE  
Franklin, ss.

June 8, 1993.

Personally appeared the above-named John Hofmann, Partner in Oani-S. C. Partners, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed in said capacity.

Before me,

*Barbara J. Jones*  
Notary Public

*BARBARA J. JONES*  
Type or print name

*10-21-98*  
Commission expiration date

SEAL