

COVENANTS

BAY RIDGE SUBDIVISION

Lots 24 to 35 Inclusive

Owner: Richard A. Nightingale
Owl's Head, Knox County, Maine

In order to assure that the natural beauty and rural character of the area are preserved for residential use, and for the benefit and enjoyment of those who purchase parcels of land, and in order to provide each such property owner with assurance that the land surrounding his parcel will be subject to reasonable safeguards, Richard A. Nightingale hereby records this declaration of easements, rights, protective covenants, restrictions and reservations together with the approved subdivision plan entitled "Bay Ridge Subdivision, Phase Two, at Rockport, Maine," dated March 28, 1990, and recorded in the Knox County Registry of Deeds, Cabinet 8, Sheet 162, hereinafter referred to as the "plan".

1. Each of the lots as shown on the plan shall have an easement and right-of-way over and upon the fifty (50) foot strip of land running from the northerly side of Old County Road, northerly through the subdivision as shown on the survey and plan above referred to, said easement and right-of-way being for ingress, egress, regress and installation and maintenance of utilities, and shall be used in common with other lot owners in the subdivision as shown on said survey plan above referred to.

Each of the lots shown on said plan shall have a perpetual right and easement for drainage purposes, to use the retention pond and drainage ditch as shown on the plan above referred to, including the right to maintain the same, and including drainage rights to the existing farm pond from said retention pond.

2. The annual maintenance expenses (including the cost of snow plowing) for the right-of-way from the Old County Road shall be shared equally between all lot owners in the subdivision from which the premises conveyed is a portion.

3. The annual inspection and maintenance expenses of all storm water and soil erosion controls, including but not limited to, drainage ditches, the retention pond, and a stone-line drainage way running along the westerly bound of Lots 29 and 30, shall be shared equally between all lot owners.

4. Each lot owner shall maintain vegetation along property lines in order to provide a buffer between lots. Thinning along these property line areas shall be limited to the removal of scrub growth and pruning, except that clearing of trees and vegetation may occur as necessary to provide drainage as per the subdivision drainage plan.

Each lot shall be managed so as to preserve the maximum of uncut existing vegetation and thinning limited to removal of scrub growth and diseased trees.

The pruning of existing trees shall be carried out in a manner that does not cause damage to the trees and all wounds and cuts shall be painted with a coating specifically formulated for that purpose.

All pine trees with a diameter of 6 inches or more at breast height shall not be removed from the premises;

White birch trees with a diameter of 6 inches or more at breast height shall not be removed;

Oak trees with a diameter of 4 inches or more at breast height shall not be removed;

Those trees on each lot that would create a hazard, including large trees showing significant signs of die back, trees which overhang buildings or road ways, trees which show significant storm damage and trees which are severely diseased, as well as all trees and other vegetation necessary for a driveway, sewage disposal system, on-site water supply and the erection of buildings and other improvements permitted on said lot, and as are necessary to maintain or improve views from the lot to the ocean, may be removed by the lot owner. Vegetation or trees are removed for purposes of preserving, providing or maintaining a view, it shall be replaced with other vegetation which is equally effective in retaining and preserving natural beauty, encouraging wildlife habitat and a vigorous and healthy vegetation growth.

Trees and other vegetation removed for construction of a driveway, installation of a sewage disposal system, an on-site water supply, and the erection of buildings and other improvements permitted on said lot shall not exceed forty thousand (40,000) square feet.

Portions of Lots 33, 34 and 35 are encumbered by natural buffer strips for areas that are subject to storm flow. These areas shall be preserved in their natural state and there shall be no disturbance of the vegetation (except as may be necessary to eliminate a hazardous condition). In addition, Lot 35 shall not have its forestry canopy reduced by more than twenty-five percent (25%).

5. All wells shall be drilled and sealed and located at least two hundred (200) feet from all subsurface waste disposal systems.
6. During construction of his residence, each lot owner shall employ the soil erosion control procedures outlined in the above referenced Environmental Quality Handbook. These procedures include, but are not limited to: one bale of hay mulch for every five hundred (500) square feet of disturbed soil; hay bale barriers shall be erected downslope of the construction site; the barriers shall be spaced at the following intervals - ninety (90) feet for a 5% slope, sixty (60) feet for a 7% slope, forty-five (45) feet for a 10% slope. For slopes greater than 10%, jute mesh with tie-downs shall be used.
7. Lot 50 shall not be subject to these covenants.
8. All principal structures shall be set back at least seventy-five (75) feet from the fifty (50) foot right-of-way, and at least twenty-five (25) feet from any other boundary (side or rear yards).
9. The premises conveyed shall be used solely for single family residential purposes to the exclusion of all other uses, and no commercial use will be permitted on any part thereof.
10. The lot conveyed shall not be subdivided, and each other lot, as shown on the plan above referred to, shall not be re-subdivided.
11. All siting, construction, excavation, sewage disposal and water supply, shall be in accordance with all applicable local and state laws, codes, ordinances and regulations.
12. Noxious, dangerous, offensive or unduly noisy activities of any nature shall not be carried on upon any parcel.
13. All utilities serving a lot shall be placed and maintained underground.
14. Towers, antennas, satellite dishes for t.v. reception, solar collectors or solar heating panels or other structures shall not be permitted on any lot or attached to any building except one conventional t.v. antenna shall be permitted. The term "conventional t.v. antenna" shall exclude satellite dishes or any other similar device used for television reception.
15. Only one single family residential dwelling may be constructed on each lot with usual and customary out buildings.
16. No building shall exceed 34 feet in height measured from the highest point of the roof vertically to the average grade of the ground adjoining the building. Conventional t.v. antennas as hereinabove described and chimneys may exceed the allowable building height.

17. Every single-story dwelling shall contain a minimum living space of 1,200 square feet. Every two-story dwelling shall contain a minimum living space of 1,800 square feet. For purposes of this restriction living space does not include decks, patios, porches, breezeways and attached garages. All residences shall include a garage either attached or detached.

18. No boats and no unregistered motor vehicles shall be placed or stored on any lot unless garaged and unexposed to public view, nor shall any boat or automobile parts be displayed. No mobile homes, trailers, campers, recreational vehicles, or motor homes shall be permitted on any lot. No commercial vehicles of any kind shall be parked on any lot.

19. No animals of any kind may be kept or maintained on any lot excepting household pets.

20. No prefabricated modular home, A-frame building or log cabin type structure shall be erected or permitted on any lot. The roof of any structure must have at least a six (6) inch per foot pitch, and be constructed of materials having a Class "A" or Class "B" Fire Hazard Classification.

21. Any building erected on any lot shall have the outside of its exterior walls covered with brick, stone, stucco, wood or wood veneer materials. Asphalt roof shingles are permitted. Any wood materials used in connection with the outside walls or trim of any building shall be finished, treated, stained or painted, except natural cedar shingles are permitted.

22. The exterior of any building and the landscaping and grading in connection therewith shall be finished and completed within twelve (12) months from the start of construction. No dwelling shall be occupied as a residence until it is completed and no temporary building shall be placed or occupied on any lot.

23. During the period of his/her ownership, every lot owner shall be a member of the Bay Ridge Association and shall be subject to the Association's rules, regulations, and Bylaws.

WITNESS my hand this 10 day of December, 1991.

J. C. P.
Witness

Richard A. Nightingale
Richard A. Nightingale

STATE OF MAINE

County of Knox

December 10, 1991

Personally appeared the above-named Richard A. Nightingale and acknowledged the foregoing instrument to be his free act and deed. Before me, KNOX SS: RECEIVED

91 DEC 12 PM 1:46

J. C. P.
Notary Public/Attorney At Law
JAMES W. STROUD

ATTEST:
Belle M. Crane
REGISTER OF DEEDS