

PROTECTIVE COVENANTS AND RESTRICTIONS  
YORK RIVER FARMS SUBDIVISION  
YORK VILLAGE, MAINE

NOW COMES F.B.E. DEVELOPMENT CORPORATION of York, County of York and State of Maine (hereafter referred to as Developer), and makes and declares the following Protective Covenants and Restrictions to preserve and enhance the character of the community and the enjoyment of life therein and to govern the use and apply to all sales and transfers of the premises identified below for the protection and benefit of the Developer, its transferees, successors and assigns as to all that tract of land situated in York, County of York, and State of Maine within the subdivision shown on Plans entitled "York River Farms Subdivision", which Plan is dated August 15, 1983 and recorded in the York County Registry of Deeds, Plan Book 128, Page 40 (said subdivision hereafter referred to as York). These Protective Covenants and Restrictions shall apply to all of said tract of land and any and all present or future lots derived therefrom, whether or not specific reference is made to them in any deed or other instrument transferring any portion of the property, and they are declared to read as follows:

I. The land is to be conveyed with the following rights:

1. The right to use in common with others the common areas, roads, paths, parking areas, boat launching and docking areas, and other common community facilities as shown upon the Plans of Developer and designated for common use. Such use shall be subject to restrictions contained in this document and any additional reasonable restrictions imposed by Developer or

the York River Farms Homeowners Association (hereafter referred to as the Association) as that organization is defined in this document.

2. The right to pass and repass, by motor vehicle and otherwise, in common with others and subject to such reasonable restrictions as may be imposed from time to time by Developer or the Association, over roads shown on the aforementioned Plan and any other roadways which may from time to time be constructed by Developer or the Association, reserving to the Developer, however, the right to change the locus of any such road and to terminate such portions of said roads as the Developer may deem necessary or convenient, so long as the changes and termination shall not deny any transferee the right to pass over constructed roads which provide access to public ways.

3. The rights granted in this paragraph are subject to all flowage rights, rights of way and easements of record, and all zoning and other governmental laws and regulations.

II. The land is also conveyed subject to the following restrictive provisions which shall run with the land and be construed as covenants real and any transferee as a condition of acceptance of a deed to a lot in York covenants and agrees to conform and abide by all of the restrictions.

1. Approval of Plans: The Developer (or the Association after transfer of control) must approve in writing all plans for the design and construction of all dwellings and additions, fences, walls, storage buildings or other structures to be built upon any lot, or modified subsequent to being built. It is anticipated that Maine Post & Beam Development, Inc. shall be

the exclusive builder for all residential structures and Developer waives this right for any homes built by Maine Post & Beam Development, Inc. The Developer may, where it deems it in the best interest of this development, grant a waiver of the exclusive building provision provided that the plans and builder meet with its approval and the structure is in keeping with the spirit and intent of the development and these covenants.

2. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than three cars excepting that Lots #1 through #9 on Chestnut Lane as shown on the subdivision Plan shall not exceed one story or twenty-five feet (25') in height with a foundation which is not exposed above the finish grade more than two feet. No beauty parlors, home occupations, professional or business offices of any sort shall be permitted on any lot, except as specifically authorized in writing by Developer or Association, said authorization shall be subject to renewal annually. Occupancy of any such dwelling shall be limited to one family of persons related by blood, and/or marriage. Occupancy by more than three (3) persons not related by blood or marriage is prohibited.

3. Subdivision: No lot shall be subdivided; and any lease, conveyance or sale of a part of any lot shall constitute a violation of this covenant.

4. Exterior Design: Exterior shall be of the type, material and earth-tone color which would be considered compatible with the character of surrounding homes (colonial or

traditional), the approval of which shall be in the sole and absolute discretion of the Developer. It being the purpose of this covenant to avoid duplication of exterior appearance of houses therein wherever possible.

5. Dwelling Size: The floor area of the main structure, exclusive of basements, porches and garages, shall not be less than fifteen hundred (1500) square feet of living space as calculated by the Developer. A garage for a minimum of one (1) car must be constructed with each dwelling but may be either attached to the dwelling or detached and must be completed within twelve (12) months of issuance of an occupancy permit for the dwelling.

6. Setback Requirements: No building or other structure shall be located on any lot nearer than twenty (20) feet to any road or highway, and no nearer than ten (10) feet to any side or rear lot line or boundary.

7. Landscaping: No lot shall be used unless it is suitably landscaped in reasonable conformity with other lots in this development. Such landscaping shall be completed within four (4) months after completion of construction of any dwelling, weather permitting. No clearing or cutting of any trees over two (2") inches in diameter shall be permitted without Developer's approval. No foundation wall may be exposed above finish grade by more than two (2') feet. Plantings shall be installed to screen any exposed foundation wall that is visible from any other lot or roadway.

8. Supplemental Structures: No tool sheds, woodsheds, swimming pools or structures other than a dwelling and garage

shall be permitted on any lot unless similar in design and materials to the dwelling thereon, and unless approved by Developer or the Association as to type and location.

9. Temporary Structures: No structure of a temporary character, house trailer, mobile home, auto home, camper, or trailer of any sort, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

10. Livestock and Poultry: No horses or cows, or other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that household pets may be kept thereon in reasonable numbers provided that they are not kept, bred or maintained for sale or any other commercial purpose. Dogs shall be kept on runners, or leash at all times. No dog(s) shall be permitted to run loose or permitted to roam freely at any time.

11. Hunting: There shall be no hunting or trapping of wildlife or discharge of firearms allowed within the boundaries of this subdivision at any time.

12. Fuel Storage: No above ground fuel storage tank shall be permitted on any lot.

13. Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which

may be or may become an annoyance or nuisance to the neighborhood.

15. Vehicles: No motor vehicle, motorbike, mini-bike, trail bike, bicycle, snowmobile or similar unlicensed vehicle shall be permitted on any lots, common area or roadway within the subdivision. No vehicle shall be permitted in any designated common areas.

16. Rubbish Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, old automobiles, or similar materials offensive or degrading in appearance. Trash, garbage, or other waste shall not be kept, except in sanitary containers. No open burning of waste shall be permitted, except occasional leaves or brush. All equipment for the storage or disposition of such materials shall be kept in a clean and sanitary condition. Developer, and upon its activation, the Association shall have the right to enter and remove and clean up, mow and maintain any lot so neglected or abused by the owner(s) and the cost of same shall be borne by the owner(s) under power of lien.

17. Fences: No fence or wall over three (3) feet in height shall be erected, placed or altered on any lot unless approved by the Developer or the Association. Nothing herein shall prohibit an erection of fences or screening which may be required around a swimming pool or clothesline area, trash, or garbage containers.

17a. Swimming Pools: No above ground swimming pool shall be permitted on any lot.

18. Clotheslines: No clotheslines or similar devices, trash or garbage or containers shall be placed, constructed,

altered or maintained, unless screened from view from other lots and roads.

19. Construction Materials and Equipment: All construction equipment and materials used in building upon a lot shall be off-loaded on the lot and not upon the street, so that no damage to hot top shall occur. It shall be the responsibility of the lot owner to repair any damage resulting from such equipment or materials.

20. Trailers and Pleasure Boats: No unregistered vehicles, trailers, camper trailers, boats, snowmobiles, recreational vehicles, or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage, excepting that a pleasure boat of 15 feet or less in length may be stored on its trailer in a location not visible from the street

21. Culverts: A culvert shall be placed under all driveways in order to maintain drainage of surface water. Every home constructed shall be tied into the storm drain as well as the sewer system and utilities provided.

22. Drainage and Utility Easements: The right is reserved to the Developer and the Association to enter upon any lot hereby subjected to these Protective Covenants and Restrictions on reasonable written notice for the purpose of laying, maintaining, or repairing any utility or service lines, or other drains, conduits, ditches, or pipes, provided they shall do no unnecessary damage, and shall restore said premises to substantially the same condition as existed prior to any such work. Lot owners, their heirs and assigns, shall not cut off or

interrupt any utility or service lines, pipes, ditches or drains which pass over, under, or through said premises.

23. Zoning Restrictions: Compliance with zoning restrictions of the Town of York, Maine, in effect at the time of any construction shall be required if such zoning is more restrictive than any of the above restrictions.

24. Homeowners Association: For the purpose of maintaining the continued availability and use of the common facilities in York, including roads, streetlights, sewers, sewerage system, common dock, recreational facilities and any and all other common community services required or desired within the subdivision there shall be established a homeowners association which is a non-profit Maine corporation to be known as the York River Farms Homeowners Association. Each and every lot owner, in accepting a deed for any lot in the subdivision, shall become a member of the Association and be subject to all of its duly enacted By-Laws and Rules and Regulations. Said Association shall be governed by the Developer until the Developer shall turn over control of the subdivision to the Association and its Board of Directors.

25. Transfer of Control: Developer shall make all decisions governing administration of the development and the Association until turning over the governance to the Association's Board of Directors. The Developer shall turn over the governance not later than occupancy of fifty (50%) percent of the lots in the subdivision.

Developer and the Association as part of the responsibility for administration of the subdivision shall assess lot owners a



monthly fee based upon an annual budget for the purpose of maintaining the common areas and facilities. The calculation of each owners assessment, method of payment, and method of enforcement shall be provided for in the By-Laws of the Association and by acceptance of a deed in the subdivision, each owner agrees to pay said assessment in accordance with the By-Laws.

26. Acceptance of These Covenants by Owners: Each owner of a lot in York, by acceptance of a deed to that lot, agrees to be bound by all of the provisions of these Protective Covenants and Restrictions as well as the provisions of the Association By-Laws and any Rules and Regulations adopted by the Developer or the Association.

27. Enforcement: Enforcement of these Protective Covenants and Restrictions shall be by Developer or the Association, after the Developer has turned over control of the subdivision, by proceedings at law or in equity, to include injunctive relief and recovery of any damages sustained by the Association against any person or persons violating or attempting to violate the provisions of these covenants and restrictions, the By-Laws or any Rules and Regulations adopted by Developer or the Association. Should either Developer or the Association have to resort to legal proceedings for enforcement, it shall be entitled to recover all costs or expenses of such proceedings, including all expenses in preparing the matter for trial, trial expenses as well as reasonable attorney's fees incurred in such enforcement proceedings.

28. Separability: Invalidation of any one of these

covenants by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

29. Term; Amendment: These covenants are to run with the land and shall be for the benefit of each and every lot within this subdivision and shall be binding on all lots, all purchasers of lots, and all parties and all persons claiming under them for a period of twenty-five (25) years from the date of May 1, 1984 after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. During the first twenty-five (25) year term they may be amended, altered or revoked by a vote of not less than three-fourths (3/4) of the lot owners of record.

30. Prior Covenants. These Protective Covenants and Restrictions shall supercede the provisions of a DECLARATION AND ESTABLISHMENT OF EASEMENTS, RESERVATIONS, AND PROTECTIVE COVENANTS FOR YORKSIDE SUBDIVISION dated February 1, 1980 and recorded in the York County Registry of Deeds Book 2618, Pages 116-127 by York Realty Company, which Declaration and its provisions shall no longer have any force and effect with respect to this subdivision.

F.B.E. DEVELOPMENT CORPORATION

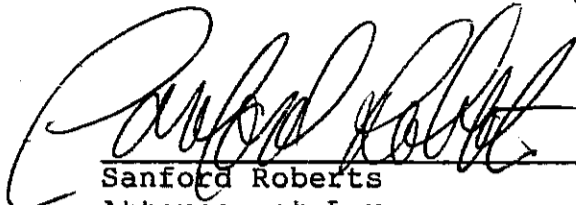
DATED: *DECEMBER 27, 1984*

By: *Denise M. Lemay, President*  
Denise M. Lemay, President

State of Maine  
York, ss.

Personally appeared the above-named Denise M. Lemay, president of F.B.E. Development Corporation, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of F.B.E. Development Corporation.

Before me,

  
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Sanford Roberts  
Attorney at Law

RECEIVED YORK, SS.  
1985 MAY -7 AM 11:11  
RECORDED REGISTRY OF DEEDS