

YORK RIVER FARMS PROTECTIVE COVENANTS RESTRICTIONS

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

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Debra L. Anderson
Register of Deeds

As Amended September 10, 2006

Now comes the York River Farms Homeowners Association of York, County of York and State of Maine (hereafter referred to as Association) 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 Members of the Association, their 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 River Farms). 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 the Developer and designated for common use. Such use shall be subject to restrictions contained in this document and any additional reasonable restrictions imposed by the York River Farms Homeowners Association (thereafter 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 the Association, over roads shown on the aforementioned Plan.

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.

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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 River Farms' covenants and agrees to conform and abide by all of the restrictions.

1. Approval of Plans: The Association's Board of Directors must approve in writing all plans for the design and construction of all dwellings and additions (to existing dwellings), including facades, awnings, pergolas, decks, fences, walls, rearrangement of driveways or parking areas. All construction shall be in keeping with the spirit and intent of the existing development and these covenants. Approved plans may not subsequently be altered without written approval by the Board.

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 two cars. 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 the Association. Said authorization shall be subject to review annually. Occupancy of any 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: The exterior of all structures shall be of the type, material and color which is considered compatible and consistent with the character and appearance of surrounding homes in York River Farms (colonial or traditional), the approval of which shall be the sole and absolute discretion of the Association's Board of Directors. It being the purpose of this covenant to insure that all structures and exterior design shall be in keeping with the spirit and intent of the existing development and these covenants in terms of architectural design, finish materials and color for the protection and benefit of the Association. All repainting of dwellings, decks, pergolas, porches and garages, unless of the existing color(s), must be approved in writing by the Board.

5. Dwelling Size: The floor area of the main structure, exclusive of basements, porches/decks and garages, shall not be less than fifteen hundred (1500) square feet of living space as calculated by the Association's Board of Directors. A garage for a minimum of one (1) car must be constructed and must be attached to the dwelling. Construction of a garage must be completed within twelve (12) months of issuance of an occupancy permit for the dwelling.

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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 and in all instances shall meet or exceed the dimensional requirements of the applicable zoning ordinances for the Town of York.

7. Landscaping: Any future planting, removal, pruning of additional landscaping, for which permission has already been received, must be completed as specified in the original petition within 6 months of the request. No clearing or cutting of live trees over 6 inches measured 4 feet above the ground shall be permitted without the Board's written 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. Accessory Structures: No tool sheds, woodsheds, above ground swimming pools, radio antenna or structures other than a dwelling and garage with attached decks or porches or pergolas shall be permitted on any lot unless existing prior to May 7, 1988. Satellite dishes, based upon their size and location, shall be permitted upon written approval of the Board.

9. Temporary Dwelling: No dwelling or structure of a temporary character, house trailer, mobile home, auto home, camper, recreation vehicle, or trailer of any sort, basement, tent (excluding children's small play tents), 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 runner, 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 exterior oil storage tank shall be permitted on any lot except as permitted by the Developer prior to May 7, 1988. Propane tanks with appropriate screening shall be permitted upon written approval of the Board.

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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.

14. Nuisances: No noxious or offensive activity shall be carried on upon any lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. Operation and Storage of Vehicles: The operation of 2, 3, and 4-wheeled off road motor bikes, motor scooters, and snowmobiles and all-terrain vehicles is prohibited in the subdivision.

15.a. The operation of any motorized vehicle is prohibited on natural and landscaped common areas except for Association maintenance vehicles,

15.b. No truck, van or pick-up truck used for commercial purposes, tractor, trailer, recreation vehicle, boat (excluding canoes seventeen (17) feet or less in length and car top boats fourteen (14) feet or less in length) or unregistered/unlicensed vehicles or any commercially licensed/registered vehicle may be kept, parked or stored within the subdivision, unless placed and maintained within an enclosed garage, except on a temporary basis, or unless written permission has been granted by the Association's Board of Directors. "Temporary" shall mean the keeping, storing or parking for the purposes of: loading and unloading and the furnishing of services or materials to owners. Vehicles that fall within the constraints noted herein of visitors or guests in the act of visiting an Owner may be kept, parked or stored on the Owner's property for a period not to exceed ten (10) days unless written permission is obtained from the Board. The provisions of this section shall apply to trucks, and vans and pick-up trucks if configured for commercial purposes, whether used for commercial purposes or not. Boats and boat trailers may be kept, stored, or parked on an owner's driveway at the beginning and end of the boating season on a temporary basis not to exceed seven (7) days.

15.c. Storage of canoes and boats cited in paragraph 15.b. must be as unobtrusive as possible and under no circumstances shall be visible from the roadway.

15.d. The operation of bicycles on unpaved common areas is prohibited.

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.

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17. Property Maintenance: The Association shall have the right to enter and remove and clean up, mow, remove dead trees and maintain any lot so neglected or abused by the owner(s) as to not be representative of the general condition of surrounding subdivision properties and the cost of same shall be borne by the owner(s) under power of lien.

17.a. Removal of Dead Trees: For both safety and appearance purposes dead trees measuring two (2) inches in diameter when measured four (4) feet above the ground must be removed. With Board approval topping may be permitted when safety and appearances are not factors.

18. Fences, Walls and Trees: Written approval by the Association's Board of Directors for all fences and walls is required prior to construction as specified in Section II, Paragraph 1 of these Protective Covenants and Restrictions. Any member wishing to erect a stone wall or a fence shall first apply to the board in writing submitting a brief narrative statement and detailed plan. Walls or fences for other than landscaping purposes shall not be permitted except short sections of fence may be permitted with the approval of the Board and abutting neighbors for the purpose of screening decks or play areas.

18.a. No tree or shrub which in its lifetime will grow to exceed a height of four (4) feet may be planted within fifteen (15) feet of any lot line without the written permission of abutting neighbors and the Association Board of Directors.

18.b. The aforementioned height restriction may be waived by the Board upon written request of the Lot Owner and agreement of abutting neighbors.

18.c. The Board, in making its determination, shall take into consideration any impairment in or substantive change in scenic view or change in the quantity and quality of open space which will result.

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

19.a. Play Equipment: Children's swing sets, jungle gyms, wading pools and similar play equipment must be confined to back yard areas.

20. Clotheslines and Trash Containers: No exterior clotheslines or similar devices, trash or garbage containers shall be permitted.

21. Newspaper Tubes: Newspaper tubes or similar devices are not permitted on any lot or common area.

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22. Brightly Colored Plastic Tarpaulins: The exterior use of brightly colored plastic tarpaulins for the purpose of covering small boats and canoes, woodpiles, landscaping or building materials is prohibited.

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

24. Culverts and Utilities: A culvert shall be placed under all driveways in order to facilitate surface water removal. Every home constructed shall be tied into the sewer system and other utilities provided. Finish grading and drainage ditch design and construction shall not result in sheet drainage onto any paved subdivision roadway.

25. Right to Enter Premises: The right is reserved to 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.

26. 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.

27. Homeowners Association: For the purpose of maintaining and enhancing the continued availability and use of the common facilities in York River Farms, including roads, street lights, sewers, sewerage system, 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.

28. Monthly Maintenance Fee: 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 owner's 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.

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29. Acceptance of these Covenants by Owners: Each owner of a lot in York River Farms, 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 Association.

30. Enforcement: Enforcement of these Protective Covenants and Restrictions shall be by 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 prior to May 7, 988. Should the Association have to resort to legal proceedings for enforcement, it shall be entitled to recover all costs or expenses of such proceeding, including all expenses in preparing the matter for trial, trial expenses, as well as reasonable attorney's fees incurred in such enforcement proceedings.

31. Separability: Invalidation of any one of these covenants by judgment of court order shall not affect any of the other provisions which shall remain in full force and effect.

32. Term: Amendment: These covenants are to run with the land and shall be for the benefit of each and every lot with 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.

33. Prior Covenants: These protective Covenants and Restrictions shall supersede 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.

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33.a. These Protective Covenants and Restrictions having been approved by the Association on this date August 16, 1997 in full compliance with the provisions of Section 11, paragraph 29 of the Association's Protective Covenants shall supersede the provisions of any prior Declarations or Protective Covenants. All prior provisions shall no longer have any force and effect with respect to this subdivision.

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DATE: Feb. 10, 2007 BY: Timothy M. Fitzgerald
President

DATE: Feb 10, 2007 BY: Chris J. Barrett
Secretary

State of Maine, County of York 2/10/07
Then Personally appeared the above named Timothy M. Fitzgerald and Christopher J Barrett and acknowledged the foregoing instrument to be their free act and deed. Before me,

Courtney M. Drew
COURTNEY M. DREW
Notary Public, Maine
My Commission Expires May 13, 2011

Seal

Sp -> Janeth R Crandlemire
2 Linden Lane
York, Me. 03909

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