

DECLARATION OF PROTECTIVE COVENANT  
PHILLIPS FARM SUBDIVISION

This Declaration of Protective Covenants is made this 29th day of April, 1998 by ECM Maine Realty Trust, present owner of the Property which is to be the subject of these Protective Covenants (hereinafter the Owner) and First Step Land Development Inc., the Developer of the Phillips Farm Subdivision (hereinafter the Developer). The Property which is the subject of these Protective Covenants is situated at 1 Phillips Cove, Cape Neddick, Maine and more particularly described in Exhibit A attached hereto and made a part hereof. The Owner and Developer do hereby adopt the following Protective Covenants and make the same applicable to all the Lots within the Phillips Cove Subdivision, which subdivision is recorded in the York County Registry of Deeds at Book Plan Book 240, Pages 30-32.

The Protective Covenants and controls provided herein are for the purpose of ensuring the appropriate development of each building site; to protect Owners of Lots against the improper use of surrounding Lots so as to preserve the value of their property; to preserve so far as practicable the natural beauty of the Phillips Farm development; to guard against the erection of poorly designed or proportioned dwellings or structures built of unsuitable or improper materials; to obtain harmonious color schemes; to encourage and secure the erection of attractive dwellings thereon in appropriate locations; to prevent haphazard siting of dwellings; to maintain adequate free spaces between dwellings and, in general, to provide adequately for a high quality of improvement within the Development and thereby to increase the value of investments made in homes within the Development. All improvements, including driveways, must be determined (i) to meet all the terms and conditions of these covenants, (ii) to ensure the optimal use of the lot with the least intrusion upon the privacy and views of neighboring Lot owners, and (iii) to ensure the harmony or scale of a dwellings within the Development.

Prior to seeking construction approval from Developer, each owner shall submit plans, including building plans, specifications and a plot plan showing precise location and setback of all improvements including driveways. Plans shall also specify the nature, kind, shape, height, orientation, color, composition and materials for all such improvements as well as showing finish grade elevations in relation to existing elevations and shall further include a general plan of landscaping, fencing and any related grading.

1) Land Use and Structure Type: No business, commercial, manufacturing or industrial use shall be made of any Lot at any time except for in-house occupations as permitted by Section 17 herein. One single family dwelling (as that term is defined by the Town of York Zoning Ordinance in 1998) shall be allowed on each Lot. Construction of

the dwelling, including finished landscaping, shall be completed within 12 months after commencement of said construction. No tent, trailer, or mobile home shall be kept or stored on any lot unless the same is properly screened from the street and neighboring lots.

- 2) Dwellings: Each new dwelling shall have a minimum of 2,500 square feet of finished living area, exclusive of any garage, deck, porch, patio, basement and attic. Lot 12, only, may be developed with a dwelling of 2,000 square feet.
- 3) Easement To Adjacent Property: Lot Owners shall not grant any easement, access to, connection with, or other method of tie-in to, under, over, or within their Lot to any land outside of the Phillips Farm Subdivision.
- 4) Open Fires: No open fires or rubbish burning shall be permitted, except as allowed by Town ordinance.
- 5) Pools: In-ground swimming pools only may be installed. All installations of pools shall be to the rear or side of the dwelling erected on the Lot.
- 6) Utility Service Lines: All utility services lines shall be installed underground.
- 7) TV or communication antenna (including dishes) and solar collectors shall be permitted only at the rear of any Lot, properly screened from the street and neighboring Lots.
- 8) Landscaping: Prior to commencement, landscaping plans must be submitted to the Developer for approval.
- 9) Signs: No sign shall be displayed for the public view on any Lot except one sign of not more than 6" in width and 24" in length denoting the lot owner's name. Temporary real estate agency signs indicating a dwelling for sale shall be permitted. This restriction shall not apply to any sign erected by Developer at the entrance or within the subdivision.
- 10) Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, excepting household pets, which shall be maintained in accordance with Town ordinances. The following breeds of dogs are not allowed on the lots or any part thereof of Phillips Farm Subdivision: Rottweiler, Chow Chow, Pit Bull, Doberman Pinscher or any dogs which are aggressive by nature. No Lot Owner shall maintain more than 2 dogs on any lot.
- 11) Garbage and Refuse Disposal: All Lots shall be kept free of accumulation of trash and rubbish. Trash, garbage or other waste shall be kept in sanitary containers properly screened from the street and neighboring Lots and shall not be stored on any Lot for more than two weeks, including any period of construction.

- 12) Vehicles: No unregistered vehicles, junk cars or parts thereof, shall be permitted on any Lot unless garaged. All residents' vehicles shall be parked off of the street. No truck having a carrying weight exceeding one (1) ton shall be permitted on any Lot, except during construction. Light trucks, boats, campers, etc. shall be garaged or properly screened in the rear of the Lot from view of the street and neighboring Lots.
- 13) Prohibited Uses: No snowmobiling, all terrain vehicles (or similar recreational vehicles), hunting or trapping is allowed on any Lot or the common area of the Subdivision.
- 14) Lot Grading: Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining Lots or the subdivision street.
- 15) Driveway Construction: All driveways shall be constructed to provide for proper water runoff and to prevent the formation of any unnatural accumulation of water and/or ice on subdivision's street.
- 16) Noise Restrictions: No owner shall permit activities or equipment which cause noise of unreasonable levels to reach adjacent Lots. No electronic sound-producing equipment nor any noise-producing mechanical equipment shall be used outside after 11:00 p.m. and before 6:00 a.m.
- 17) Usage: No business, trade or profession shall be conducted from any dwelling erected on any Lot, excepting however that a physician, business consultant, real estate developer, dentist, lawyer, real estate broker, insurance agent or broker, writer, architect, scientist or artist may maintain an office, laboratory or studio in his dwelling, provided he employs not more than one additional employee and such use does not require regular client/customer/patient contact at the dwelling. No in-home business may display external evidence of the business, e.g., signage, nor shall any client/customer/patient be allowed to park on the street.
- 18) Building Exterior: No dwelling or structure shall be left with an unfinished exterior. The exterior of every structure on the Lot shall be kept in a proper state of repair and maintenance. All dwellings and appurtenant structures, e.g. garages, wood sheds, etc., shall be of cedar clapboards, shingles, stone or of a material consistent with the rural character of the Subdivision.
- 19) Established Setbacks: All dwellings shall maintain the following setbacks from the roadway and sidelines:
- Not less than 25' front yard setback from street
  - Not less than 15' side yard setback from Lot lines

The existing structures on Lots 1,2,4,5 &6 are exempt from the provisions of this section.

20) **Property Maintenance:** Each Lot owner shall maintain their Lot and all structures and landscaping thereon. The Homeowners' Association shall have the right to enter, 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 Lots. The cost of such maintenance shall be borne by the offending Lot owner.

21) **Fences, Walls and Trees:** Written approval of the Developer or the Homeowners' Association for all fences and walls is required prior to construction. Any member wishing to erect a stone wall or a fence shall first apply to the Homeowners' Association in writing submitting a brief narrative statement and detailed plan. Walls or fences for purposes other than landscaping (excepting as required by Town ordinance around pools) shall not be permitted with the exception of short sections of fence, which may be permitted with the approval of the Homeowners' Association for the purpose of screening decks or play areas. The Homeowners' Association, in making its determination, shall take into consideration any impairment in or substantive change in scenic views or changes in the quantity and quality of open space which will result.

22) **Play Equipment:** Children's swing sets, jungle gyms, wading pools and similar play equipment must be confined to rear yard areas only.

23) **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 allowed only to the rear of any Lot.

24) **Construction Materials and Equipment:** All construction equipment and materials used during construction upon a Lot shall be off-loaded 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 to the street and common area resulting from the transportation of such equipment or materials.

25) Reserved.

26) **Enforcement:** Initially, the Developer alone shall have sole authority to enforce the Protective Covenants so long as the Developer shall hold title to a majority of the Lots described on Exhibit A. Thereafter, the Developer does hereby designate as its successor to enforce the terms of these Protective Covenants the Phillips Farm Homeowners' Association. In addition to the Homeowners' Association, any Lot owner may enforce these covenants as against another Lot owner as allowed by law. If the Developer or a Lot owner engages the services of any attorney to enforce the provisions of these Protective Covenants and is successful in so enforcing these Protective Covenants through utilization of the courts, then the breaching party shall be responsible for the

Homeowners' Association's or the Lot Owner's costs of litigation, including reasonable attorney's fees and court costs, if found liable by the Court.

27) Severability: Invalidation of any individual Covenant by court order or judgment shall not affect any of the remaining Covenants or provisions herein which shall remain in full force and effect.

28) Modification: The Homeowners' Association reserves the right to modify, amend, waive, change or terminate any or all of the restrictions and covenants herein contained upon the vote of two-thirds (2/3) of the entire membership of the Association.

29) Developer Approval: No dwelling, building, structure, alterations, addition or improvement of any sort, other than interior alterations not affecting the external appearance of the dwelling, building or structure, shall be placed, erected or constructed upon any Lot until the building plans, location of such construction on the Lot and landscaping plans shall have been approved in writing by the Developer. The Developer shall have the absolute right to approve or disapprove the building plans, location and contractor chosen by any Lot owner. All building contractors must be approved by the Developer. Upon sale or transfer of the eighth Lot from the Developer to a buyer, all rights of enforcement, excepting site development rights, shall automatically vest in the Phillips Farm Homeowners' Association. The Developer's right to control site development shall expire upon issuance of an occupancy permit for the lot in question. Upon the death or incapacity of Paul Hollis, sole stockholder of the Developer, or the abandonment of the subdivision by the Developer, then in such event the Developer's rights shall automatically vest in the Home Owners' Association. The Developer shall not assign or otherwise transfer any of the rights created in these Protective Covenants to any party other than the Home Owners' Association.

30) Blasting: If any Lot owner shall conduct blasting on any Lot, the Developer must first approve the nature of the work as well as the blasting contractor before any such work is commenced. The selected contractor must be a Maine-licensed blasting contractor. All blasting on any lot must be approved by the Developer.

31) Homeowners' Association: The Homeowners' Association of the Phillips Farm Subdivision shall be established and this entity shall be responsible for collecting annual dues (amount to be established) and paying monies for the maintenance and care of entranceway, roadway, fencing, landscaping, lighting, beach and any other costs associated with maintaining the subdivision's natural beauty and its design as per recorded subdivision plan. The Homeowners' Association shall, upon sale of all lots by the Developer, assume all of the rights and responsibilities of the Developer, except as otherwise set forth herein.

32) Beach: Phillips Cove and the beach shall be owned by the Homeowners' Association and shall be used exclusively as a private beach to be used by the Lot owners and their guests only; provided, however, the Developer retains the right to grant limited

use licenses to selected area neighbors. This is not a public beach. Proper liability insurance shall be obtained and maintained by the Homeowners' Association to indemnify the Lot Owners from any legal action. There shall be no parking allowed along the cove or along the beach by any Lot Owner. All Lot Owners shall access the beach by foot.

33) Notice of Restrictions and Covenants: A copy of these Protective Covenants shall be recorded in the York County Registry of Deeds.

34) Term: These Covenants shall run with the land and shall be for the benefit of each and every lot within the subdivision and shall be binding on all Lots and all purchasers of Lots for a period of twenty (20) years from the date of this Declaration. This Declaration shall automatically extend for two (2) successive periods of twenty (20) years unless an instrument signed by two-thirds (2/3) of the Owners of the Lots has been recorded agreeing to change this Declaration in whole or in part.

35) Protective View Covenant: No home or structure shall be placed on a Lot which would block the view from any other home across the view easement or the ocean. All home placement must be approved by the Developer.

36) All propane tanks, whether used for cooking or as an alternative heat source, must be housed or screened out of the view of other dwellings.

37) No clothes lines shall be permitted on any lot.

IN WITNESS WHEREOF, the said Developer and Owner have signed this instrument this 29th day of April, 1998.

FIRST STEP LAND DEVELOPMENT, INC.

By: Paul C. Hollis (as)  
Paul Hollis - President  
Developer

E C M MAINE REALTY TRUST

By: Adele M. Beggs  
Adele Beggs - Trustee  
Owner

BK8779 PG311

STATE OF MAINE  
YORK ss.

April 29, 1998

Then personally appeared the above-named, **First Step Land Development, Inc.**, by and through its President, Paul Hollis, and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

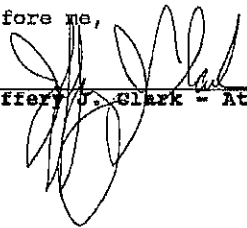
  
Jeffery J. Clark - Attorney-at-Law

EXHIBIT A

Certain parcels of land, together with the buildings thereon, situated in York, County of York and State of Maine and being further shown and delineated as Lots #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, as well as the areas designated as OPEN SPACE, the 50 FT. WIDE RIGHT OF WAY known as Phillips Cove Road, the area of and surrounding that area designated as PROPOSED FOOT PATH and the BEACH AREA situated on the easterly side of Shore Road and further described on attached Schedule A, all as shown on the plan of land entitled "Subdivision Plan of Phillips Farm, Shore Road, York, Maine" dated April 1998, prepared by Anderson/Livingston Engineers, Inc., recorded in the York County Registry of Deeds at Plan Book 240, Page 30.

*see 2nd to 2000*

RECEIVED YORK S.S.

1998 MAY -7 A 8:33

ATTEST: *Louis M. Chase*  
REGISTER OF DEEDS