

## **Declaration of Easement Rights, Protective Covenants Restrictions and Reservations for Tidewatch Subdivision, Parker Head, Phippsburg, Maine**

In order to assure that the natural beauty of the Tidewatch Subdivision 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 against spoiling acts which would affect the value and beauty of his property, Tidewatch, Inc. (referred to as TWI throughout this document) hereby record this Declaration of Easement Rights, Protective Covenants, Restrictions and Reservations, together with the approved subdivision plan titled, Standard Boundary Survey Tidewatch Subdivision, Parker Head Road, Phippsburg, Maine dated May 16, 2005 (as amended on June 8, 2005) and recorded at the Sagadahoc Registry of Deeds (PB 41, PG 14) hereinafter referred to as the "Plan".

### **1. Further subdivision of parcels**

With the exception of Lot 7, no other lots may be further divided. Lot 7 may be divided into two lots, both of which must contain a minimum of two acres, five years after the subdivision is approved. This division may require an amendment to the subdivision plan and Planning Board approval. Both lots shall be subject to this declaration.

### **2. Use of parcels**

All parcels shall be used solely for single-family residential purposes (which shall permit the rental of the premises for such purposes), non-commercial recreational uses and forest and wildlife management, except as otherwise authorized below for separate living areas attached to, or part of, the principal dwelling and home occupation commercial use. No commercial agricultural use shall be made of any lot, nor shall the keeping of horses, cows, swine, goats, sheep, poultry, other fowl, or other animals not customarily a household pet be allowed.

### **3. Home occupation commercial use**

Home occupation commercial use may be allowed subject to the following conditions:

- A. Operator of the business must occupy the residence as their primary dwelling.
- B. The business is limited to office or professional.
- C. No employees other than the occupants of the residence shall be allowed.
- D. No more than one additional personal vehicle on site associated with the business.
- E. No business vehicles allowed except customary delivery vehicles such as UPS, Fedex or personal type vehicles.
- F. A sign of not more than two (2) square feet showing the name of the business may be installed. The sign shall be compatible with the environment, and under no circumstances shall projecting signs, neon, brightly lighted or self-lighted signs be permitted.

#### **4. Manufactured homes**

No mobile homes, trailers or double wide manufactured homes shall be permitted to remain on any parcel for any use, either temporarily or on a permanent basis. Modular homes and log cabins will be allowed with approval of the Tidewatch Lot Owners Association.

#### **5. R.V.'s and campers**

R.V.'s or campers belonging to the property owner may be stored on the parcel. They may be inhabited on a temporary basis, not to exceed three weeks during any three month period. R.V.'s or campers belonging to visitors of the property owner may be placed on the parcel and inhabited on a temporary basis, not to exceed three weeks during any three month period. Exception - an R.V. or camper may be occupied by the property owners for an extended period of time during the construction of their dwelling. This is subject to the R.V. or camper being connected to a septic system and obtaining the required permits from the Code Enforcement Officer.

#### **6. Building Specifications and Design**

The design of residential dwellings, barns and other acceptable buildings, including but not limited to materials, colors, textures, building shape, roof lines, window treatment and site orientation shall be of a character harmonious with the natural beauty of the environment. Compliance shall be determined by the developers until 50% of the lots are sold, at which time compliance will be determined by the Tidewatch Lot Owners Association.

The principal dwelling on each lot shall have not less than 1,600 square feet of enclosed living area, exclusive of decks, open porches and garages and must comply with all Town ordinances.

Each dwelling may also include a non-commercial apartment or attached wing utilized only by other family members. If the apartment or attached wing has it's own bathroom and/or kitchen it may not be constructed until five years after the subdivision is approved.

Each lot owner may construct, in addition to a dwelling, an attached garage of not more than one thousand (1,000) square feet or one unattached garage or barn not more than one thousand (1,000) square feet, and one garden or storage shed not more than 144 square feet for storage purposes only. No metal or plastic sheds shall be allowed.

No residence or other structure, including TV, microwave, radio or satellite receivers or transmitters of any kind, may be constructed higher than thirty-four (34) feet above ground level, measured from the mean original grade on the downhill side.

**7. Completion of Construction**

Any Grantees of a lot on this parcel shall, within eighteen (18) months from the start of any construction, erect, build and have the exterior of the building closed in and completed in a manner consistent with the conditions set forth herein.

**8. Screening of Fuel Tanks**

Fuel and other types of tanks not buried below the ground or installed within a structure shall be screened, either naturally or in some other attractive manner, so as not to be visible from roads or other parcels.

**9. Setback Requirements**

No dwelling shall be placed upon any lot within fifty (50) feet of any boundary (side and rear yards). No building ancillary thereto shall be placed upon any lot within twenty five (25) feet of any boundary (side and rear yards). No structure shall be placed any closer than fifty (50) feet from the centerline of the subdivision roads or seventy five (75) feet from the centerline of the Parker Head Road.

Lot #5 has a septic setback variance granted by the Board of Appeals on April 5, 2005 which allows the septic system to be located 129 feet from the high water mark of the Mill Pond. This is recorded at the Sagadahoc Registry in Book 2555, Page 312.

**10. Natural Drainage**

Each owner shall be responsible to use due care to avoid interfering with the natural course of surface water in a fashion which would alter its natural flow across a neighbor's parcel.

**11. Preservation of Native Trees**

The wholesale cutting of trees on a parcel, whether for commercial lumbering purposes or otherwise, is prohibited, except in accordance with a Forest Management Plan prepared by a professional forester. This does not prevent an owner from cutting trees to construct or enhance a home site or preserve the wooded environment of his land in a healthy manner. Clearing of trees within the shoreland zone shall be in compliance with the Phippsburg Shoreland Zoning Ordinance.

**12. Signs**

Owners shall have the right to install a sign of not more than two (2) square feet showing the name of the owner or occupant and the name and number of the premises. All signs shall be compatible with the environment, and under no circumstances shall projecting signs, neon, brightly lighted or self-lighted signs be permitted on any parcel.

**13. Nuisance**

Nothing shall be kept or done on the lot which may be considered a consistent nuisance or annoyance to the neighborhood, including the keeping of a barking dog. Noxious, dangerous, offensive or unduly noisy activities of any nature shall not be carried on upon any parcel.

**14. Refuse**

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

**15. Compliance with laws and ordinances**

All construction, including excavation and sewage work, and all uses shall be in accordance with all applicable local and state laws, ordinances and regulations.

**16. Common area**

TWI reserves to themselves, their successors and assigns, for all owners of parcels in Tidewatch Subdivision "including their family and guests" perpetual rights and easements to use in common with one another the Common Area as designated and shown on the Plan. The Common Area may be used for picnicking, boating and other similar leisure-time activities. A ramp and float and access stairs may be constructed and used by those listed above. The parcel owners and Tidewatch Lot Owners Association shall keep and maintain the Common Area in a clean and neat condition.

TWI shall be responsible for maintaining the Common Area and any ramps, floats, access stairs etc. attached to it until the first parcel is sold, at which time each owner becomes responsible for a 1/7th share of the maintenance. When TWI conveys the Common Area to the Tidewatch Lot Owners Association, the Association shall assume responsibility for maintenance of the Common Area under its Rules and Regulations. If lot #7 is further subdivided into two lots each lot owners share would be adjusted to 1/8<sup>th</sup>. One boat per parcel may be stored on the Common Area, as long as they do not interfere with Common Area usage.

**17. Pathway easement**

A 50 foot wide pathway easement, for pedestrian traffic only, runs across the Common Area from the easterly side of Parker Head Road in a general easterly direction to the low water mark of the Mill Pond. The easement allows the path to be maintained in a safe condition and the right to trim any branches or undergrowth obstruction in said pathway. The easement also conveys the right to launch and/or pull small watercraft from the termination point of said pathway as well as the right to store no more than one such watercraft above high water mark adjacent to the pathway. This easement benefits the property of John F. and Susan L. Coons as described in a conveyance from Orville E. Moony to John F. and Susan L. Coons, dated August 22, 2000 and recorded in the Sagadahoc County Registry of Deeds in Book 1794, Page 328. Refer to deed reference Book 2481, Page 57 for the legal description of said pathway.

**18. Pedestrian and vehicular easements**

TWI reserves to itself, its successors and assigns, for all owners of parcels in the Tidewatch Subdivision "including their family and guests" perpetual rights and easements in Ebbtide View and Journeys End, as designated and shown on the Plan, for ingress and egress to and from the various parcels.

The access easement shall run from Parker Head Road over and across Ebbtide View and Journeys End to various parcels on the Subdivision for foot and vehicle traffic, together with the right to extend utility lines, subject to the Covenants set forth in paragraph 6 above.

TWI shall be responsible for all maintenance of Ebbtide View and Journeys End until the first parcel is sold, at which time each parcel owner shall be responsible for annual maintenance expense. For Ebbtide View the share would be 1/5th for lots 3 through 7, unless Lot 7 is divided into two lots at which time each owners share on Tidewatch Lane would become 1/6th for these lots. For Journeys End the share would be 1/2 for Lots 1 and 2. When TWI conveys the access roads to the Tidewatch Lot Owners Association, the Association shall become responsible for the maintenance of the road under its Rules and Regulations and allocate the road maintenance expenses and repairs, including but not limited to sanding and plowing, among lots by the shares as set forth in this section.

**19. Tidewatch Lot Owners Association**

TWI shall incorporate a Maine non-profit corporation entitled "Tidewatch Lot Owners Association" for the purpose of improving and maintaining the Common Area and roads and ways shown on the Plan of Tidewatch Subdivision.

Each conveyance of a parcel of land at Tidewatch Subdivision, shall by application of this Declaration, contain a covenant that the Grantee or Grantees, by acceptance of and delivery of such deed of conveyance, become a member of Tidewatch Lot Owners Association, and agree to contribute according to his/her pro-rata share (each parcel owner shall have the right to a one-seventh [1/7] share in said association, or one-eighth [1/8] share if Lot #7 is further divided into two lots) towards the cost of any and all improvements maintenance or repair, except road maintenance and repair which shall be allocated according to the shares set forth in paragraph #18, together with the assessments and taxes on the roads and Common Area, as may be assessed by the Town of Phippsburg and/or by Tidewatch Lot Owners Association according to its By-Laws, rules and regulations, as adopted, and from time to time amended. Each parcel owner, by acceptance of his/her deed, agrees to abide by all rules and regulations adopted by said Association.

All assessments provided for in this Declaration for the maintenance of the roads and ways, easements and Common Area, and any assessments provided for in the By-Laws of Tidewatch Lot Owners Association shall be a charge upon the parcel against which such assessment is made, and shall constitute a legal debt to the Tidewatch Lot Owners Association by the owners of said parcel. Upon written notice of any assessment mailed to the owner or owners at the last known address, said assessment shall become delinquent if not paid within forty-five (45) days after the same becomes due as determined by the Tidewatch Lot Owners Association. Upon delinquency, such debt, together with all costs of collection, including reasonable attorney's fees, shall become a continuing lien upon said parcel, and any

improvements thereon, as an encumbrance until fully paid, and shall be collectible by law by Tidewatch Lot Owners Association.

**20. Severability**

If any provision of this Declaration, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of the Declaration or the application of such provision to other persons or circumstances shall not be affected thereby.

**21. Terms**

As used in this Declaration, an owner of a parcel means the owner of record from time to time of any of the parcels covered by this Declaration (other than TWI) and shall not include a Mortgagee taking title as security for an obligation.

**22. Gender and number**

All references in this Declaration to the masculine gender shall be deemed to include the feminine and neuter: and references to the singular shall be deemed to include plural (and vice versa) unless the context otherwise intends.

**23. Enforcement**

The provisions of this Declaration have been adopted for the benefit of the owners of parcels of the Plan. Therefore, the violation or intended violation of any covenant or restriction in the Declaration is hereby declared a nuisance which may be remedied by any appropriate legal proceeding. If any owner shall attempt, violate or permit any violation of any of the covenants, restrictions or reservations described above, any owner of a parcel may commence proceedings at law Or in equity either to recover damages or other rewards for such attempts or other violations, or to enjoin the furtherance Or continuation of such attempts or violations, or both.

If a final judgment is rendered against an owner, the owner agrees to pay all reasonable costs, including reasonable attorney's fees, incurred in the prosecution of said claims. Proceedings may be maintained against any one violator or any provision of this Declaration irrespective of the waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto. By acceptance of this Deed or a parcel subject to the provisions of this Declaration, an owner covenants and agrees to abide by such provisions.

IN WITNESS WHEREOF, John M. Young, Chilloa A. Young and Mark Haskell, Officers of Tidewatch, Inc. hereunto has caused this instrument to be signed and sealed as of this \_\_\_\_ day of \_\_\_\_\_, 2006.

WITNESS:

GRANTORS

\_\_\_\_\_

\_\_\_\_\_

John M. Young

\_\_\_\_\_

\_\_\_\_\_

Chilloa A. Young

\_\_\_\_\_

\_\_\_\_\_

Mark Haskell

STATE OF MAINE Sagadahoc County

Then personally appeared the above-named John M. Young, Chilloa A. Young and Mark Haskell on this \_\_\_\_\_ day of \_\_\_\_\_ and acknowledged the foregoing to be his free act and deed and may be recorded as such.

Before me,

Attorney at  
Law/Notary Public