

BUTTER HILL HEIGHTS

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration dated this 1st day of July, 2019 is made by Western Maine Hospitality Co. as Grantor herein, with a mailing address of P. O. Box 349, Norway, ME 04268

NOW THEREFORE, the Grantor does hereby declare that the lots depicted as Lots #1 through #12 on the Plan are conveyed subject to the following restrictive covenants, which shall be real covenants running with the land and shall be binding upon the Grantor herein and the future owners of said lots, their heirs, personal representatives, devisees, successors and assigns.

- 1. RESIDENTIAL USE:** The Property shall be used only for single family residential use. No commercial enterprise of any nature or description shall be conducted or maintained on any portion of the Property, except that an owner of a lot may conduct a home occupation as permitted by both the municipal ordinances of the Town of Livermore and the Grantor or Association (once formed). Rental of single family homes shall be considered a residential use.
- 2. SUBDIVISION AND SETBACK:** No further subdivision or alteration of any lot is allowed without the written, recorded approval of the Town of Livermore Planning Board. All structures shall be set back fifty (50) feet from Wyatt's Way as shown on the Plan, and twenty-five (25) feet from all other lot lines.
- 3. MOBILE HOMES:** No prefabricated housing manufactured on a portable steel frame shall be permitted on any lot. This restrictive covenant is intended to prohibit mobile homes, but is not intended to prohibit modular homes.
- 4. CODE COMPLIANCE:** All buildings erected on the lots shall be constructed in compliance with all applicable Federal, State and local building ordinances and codes.
- 5. UNREGISTERED MOTOR VEHICLES:** All unregistered motor vehicles must be fully garaged or hidden from view.
- 6. SIGNS:** No signs, billboards, posters or advertising shall be erected, permitted, or maintained on any lot, except one sign, no greater than four square feet in size, identifying the owner of the lot or advertising the particular lot on which the sign is situated for sale or rent.

7. **ANIMALS:** No poultry, swine, livestock or other animals shall be kept on any lot, except household pets of a kind and number normally housed in a residence. All pets shall be restrained so as not to become nuisances, noisome or offensive to other owners, and no household pets allowed off the owner's lot except on a leash or other restraining device. No boarding or breeding kennels are permitted.

8. **TOWERS:** No communications towers of any kind are allowed.

9. **VIEW EASEMENTS:** Lots 1 through 7 will be benefited by a view easement on Lot 8 as shown on the Plan. Within the delineated view easement area no residential structures or garages shall be permitted, only accessory structures less than 15' in height. Following advance notice to (and consultation with) the owner of Lot 8, any vegetation or trees greater than 15' in height may be trimmed by the owners of Lots 1 through 7 so as to maintain the northerly view. Any such trimmings shall be promptly removed by the lot owner doing the trimming.

10. **OWNERSHIP OF ROAD:** Ownership of Wyatt's Way shall remain with the Grantor until deeded to the Association.

11. **ASSOCIATION MEMBERSHIP:** The owner(s) of each lot shall become a member in the Association which will be formed by the Grantor for the purpose of owning and maintaining and controlling Wyatt's Way. Each lot, no matter how many owners there are of that lot, shall be considered as one member of said Association, being entitled to one vote.

12. **OWNER OBLIGATIONS:** The Butter Hill Heights Association shall be incorporated after eight (8) lots in the Subdivision have been sold. Each lot owner(s) must be a member of said Association. Until the Association is formed, the Grantor shall maintain Wyatt's Way, with all costs to be handled as follows:

Each lot owner(s) shall contribute a proportionate share, based on the number of lots owned, of all costs of repairs and maintenance of Wyatt's Way. Said costs shall be the personal obligations of each lot owner and will be assessed by the Grantor annually by October 1st, due by November 1st, with any lack of payment to be enforced thereafter by notice of lien duly filed at the Androscoggin County Registry of Deeds by the Grantor or Association (once formed). The initial annual assessment for all lot owners shall be \$100.00.

After a lot owner constructs a residence on a lot requiring year round access over (and winter maintenance of) Wyatt's Way, that lot owner shall pay an annual assessment of \$500 to the Grantor by October 1st until the Association is formed.

13. **CONTRIBUTIONS:** Each lot owner(s) agrees to contribute to the Association, when formed, according to its rules and bylaws, and the Association shall have the same right to access

and enforce contributions as set out herein. The Grantor, and its successors and assigns, may transfer to such Association, and said Association shall accept, title to Wyatt's Way shown on said Plan, and upon such transfer, the Association shall succeed to said Grantor's title, rights, liabilities and duties therein. All lot owners agree to indemnify and hold harmless the Grantor from any liability arising out of the use of the Wyatt's Way by any lot owner(s) or his/her family, guests or invitees. Following the sale of the eighth lot the Association will be formed by the filing of Articles of Incorporation with the State of Maine. The Grantor will schedule, notice and conduct the initial meeting, at which a President and Vice President and three (3) member Board (to include the President and Vice President) will be elected to manage the Association. Thereafter, the lot owners will conduct an annual meeting on or about October 1st of each successive year to elect officers and determine the annual assessments to be paid by each lot owner.

14. ENFORCEMENT AND REMEDIES: These restrictions and covenants may be enforced by the Grantor, its successors or assigns, by the Association (once formed) and/or by any member thereof by a proceeding for specific performance and/or by a suit or action to recover damages. In the event of such enforcement all reasonable attorney fees and costs incurred by the prevailing party shall be paid by the owner of the lot which is found to be in violation of any provision of the Declaration, together with all other rights and remedies permitted by law.

WITNESS my hand and seal this _____ day of July, 2019.

WESTERN MAINE HOSPITALITY CO.

Witness

By: Catherine M. Dow
It's President

STATE OF MAINE
COUNTY OF OXFORD

July 1st, 2019

Then personally appeared the above named Catherine M. Dow as President of Western Maine Hospitality Co. and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before me,

Notary Public/Attorney at Law

Print Name _____

My commission expires _____