

PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS

for

AUSTIN'S POINT  
SOUTH HARPSWELL, MAINE

Frank F. Sabasteanski and Barbara E. Sabasteanski, owners of a certain parcel of land described in warranty deeds from the Lena Mae Calkins and Irving Calkins estate dated September 12, 1960 and recorded in Book 2612, Page 188 and also from Hollis and Vivian Holbrook dated November 24, 1958 and recorded in Book 2448, Page 68, of the Cumberland County Registry of Deeds, are about to sell and convey ownership of certain parcels of land from the aforementioned premises. These parcels are shown on a plan of land entitled "Austin's Point" dated April 21, 1981 by Brian B. Smith, L.S. 1175. Any reference in this declaration of the Plan means the aforesaid plan which is to be recorded in the Cumberland Registry of Deeds and any revisions of the plan which may be recorded from time to time hereafter.

In order to insure that the natural beauty and rural qualities of the land are preserved for the benefit and enjoyment of those who acquire parcels of land described in the Plan and in order to provide each parcel owner with assurances that the land surrounding his parcel will be subject to reasonable safeguards against spoiling acts which would harm the beauty of his property, Frank F. and Barbara E. Sabasteanski (hereinafter called the Grantors) intend to impose upon the parcels, and any other areas described on said Plan, certain mutual and beneficial protective covenants, restrictions and reservations.

Now, therefore, the Grantors hereby declare that in each and every deed of a parcel of land from the "Austin's Point" Plan, in which it is stated that the parcel conveyed is subject to and with benefit of protective covenants, restrictions and reservations set forth in this Declaration (which means and includes any amendments and revisions thereof) all of the provisions of this Declaration shall be deemed to be incorpor-

ated and included therein as if set forth in full in that deed. These provisions shall be deemed to be covenants running with the land.

#### 1. ROADS AND WAYS

Each of the owners of parcels on the Plan shall become members of the Austin's Point Road Association and shall abide by it's by-laws. (See Appendix I)

#### 2. USE OF PARCEL

Each parcel shall be used for only single family residential or recreational purposes (which shall include rental of the premises for such purposes). No structure other than a dwelling house, garage for not more than two cars, terraces, decks, patios, storage buildings, boat sheds, and other customary accessory structures shall be erected on the premises. No single family house may be converted to a duplex or for apartment use.

No trade or business use may be conducted on any parcel other than home occupations which require no on-premises advertising in excess of a single two-sided sign, not larger than 54 square inches per side, or identification of special facilities or buildings.

#### 3. SUBDIVISION

If two (2) or more parcels are combined in a single ownership, they may be resubdivided only in accordance with the lot lines shown on said Plan. No subdivision of any individual parcel, shall be permitted at any time provided, however, that any parcel may be divided between the owners of abutting parcels. Lot 17 is exempted from this paragraph.

#### 4. TRAILERS

No house trailer, camping trailer, tent or mobile home shall be used for residential occupancy at any time or no such house or mobile

## 5. BUILDING SPECIFICATIONS

The first floor or main living level of a two-story dwelling house, exclusive of decks, open porches and garages, shall contain at least seven hundred fifty square feet (750), nine hundred and fifty (950) square feet for a single story dwelling. Building design, including but not limited to roof shapes, building orientation, exterior color, material texture and window treatment shall be of a character harmonious with the natural, rural setting of the land. Construction and design shall be of a type which will not detract from the value of other property. No building shall exceed two and one-half stories, and in no event shall any building exceed 30 feet in height.

## 6. SETBACKS

The construction of buildings and other structures shall be subject to the following minimum setback requirements, (a) fifty (50) feet from all roads and (b) thirty (30) feet from all parcel lot lines.

## 7. SEVERABILITY

If any portion of the 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.

## 8. TERMS

As used in the 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 Grantors) and shall not include a mortgage taking title as security for an obligation. A "parcel" shall be that separate numbered lot of land designated on the Plan

## 9. TERMINATION OF COVENANTS AND RESTRICTIONS

The provisions set forth in this Declaration may be terminated, in whole or in part, at any time by an instrument executed by the requisite number of owners (as specified below) and recorded in said

Registry of Deeds, provided that no such termination shall be effective unless it is applicable to all parcels which are then affected by the terminated provisions:

a. If on or before January 1, 2006, such instrument must be executed by the owners of all parcels of record on the date of recording such instrument at the said Registry of Deeds: and

b. If on or about January 2, 2006, such instrument must be executed by two-thirds in number of the owners of all parcels of record on the date of recording such instrument at the said Registry of Deeds, except that no such instrument shall be effective to terminate easements created by this Declaration, unless such instrument is executed by the owners of all such parcels abutting such easements.

For purposes of determining the number of such owners, the record ownership of each parcel shall govern (i.e., if ownership of a single parcel is in several persons, they shall together constitute one (1) owner and if the same person shall own more than one (1) parcel, such person shall be deemed a separate owner as to each parcel.) If the Grantors own any of the parcels, the Grantors shall be deemed to be an owner as to each parcel owned for the purposes of the paragraph.

#### 10. GRANTORS SUCCESSORS

All references in this Declaration to the Grantors shall mean and include any person or entity which is the successor to the Grantors and any assignee of Grantor's then entire remaining interest in the parcels, provided that the instrument of assignment expressly states that it is intended to assign Grantor's rights under this Declaration.

#### 11. AMENDMENTS

Notwithstanding the provisions of paragraph 9 hereof, so long as the Grantor owns any of the parcels, he shall have the right to amend or waive the provisions set forth in the Declaration or the Plan for

any particular parcel or group of parcels, provided that any such amendment or waiver does not substantially interfere with preserving the rural and residential character of the land. An amendment shall be effective when recorded, to the same extent as it had been originally set forth in the Declaration of the Plan.

## 12. ENFORCEMENT

As set forth in the preamble above, the provisions of the Declaration have been adopted for the benefit of the owners of parcels on the Plan. Therefore, the violation or attempted 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 to violate, violate or permit any violation of any of the covenants, restrictions or reservation described above, the Grantors, or any owner of a parcel, may commence proceedings at law or equity either to recover damages or other awards or continuance 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 attorneys' fees, incurred in prosecution of said claims. Proceedings may be maintained against any one (1) violator of any provision of the Declaration irrespective of the waiver of any prior violation or attempted violation by the same or other owners, the failure to enforce any of the provisions of this Declaration on one (1) occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto. By acceptance of a deed to a parcel subject to the provisions of this Declaration, an owner covenants and agrees to abide by such provisions.

BY-LAWS OF THE AUSTIN POINT ROAD ASSOCIATION

PURPOSE:

The purpose of the Association is for the maintenance and improvement of the Austin Point Road and the mutual benefit of all members.

MEMBERSHIP:

All persons whose property abuts said road shall be a dues paying member of said Association.

DUES:

Each member shall pay annual dues of \$5.00 per year. All members shall be assessed equally whenever necessary to carry out the purposes of the Association.

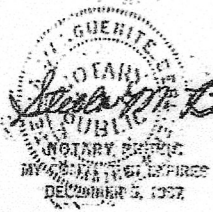
MEETINGS:

There shall be an annual meeting to be held on the Sunday before Labor Day. Special meetings may be called at any time upon petition of any three members.

OFFICERS:

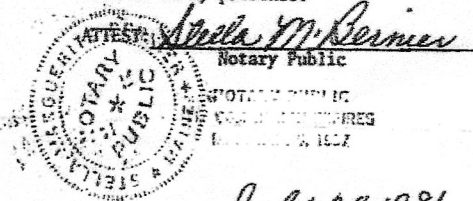
Officers shall consist of a President, Secretary and a Treasurer. These officers shall be elected for a one year term at the annual meeting.

Barbara Sabasteanski 6-5-81  
Frank F. Sabasteanski 5 June 1981



*Stella M. Bernier 6/5/81*

This is to certify that on the 5th day of June 1981, Barbara Sabasteanski and Frank F. Sabasteanski personally appeared before me, and of their own free will, signed this document in my presence.



*Stella M. Bernier*  
Notary Public

JUL 21 1981

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
Received at 8 H 30 AM, and recorded in  
BOOK 4823 PAGE 1 *Edward D. Guntlin* Register

*July 29, 1981*