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**ADMIRALS POINT HOMEOWNERS
ASSOCIATION, INC.**

ADMIRALS POINT SUBDIVISION

**RESTATED AND AMENDED
RESTRICTIVE COVENANTS**

KENNEBUNK, MAINE

15pgs → Kevin Grimes
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TABLE OF CONTENTS

| | |
|---|----|
| 1. APPLICABILITY | 1 |
| 2. USE OF LOTS..... | 1 |
| 3. CONSTRUCTION/REMODEL..... | 2 |
| 4. GARAGES | 2 |
| 5. REMODEL/SIZE OF DWELLINGS | 3 |
| 6. REMODEL/PLANS REQUIRED | 3 |
| A. Landscaping..... | 3 |
| B. Floor Elevations | 5 |
| C. Grading and Runoff | 5 |
| D. Exterior Colors | 5 |
| E. Architectural Features | 5 |
| 7. REMODEL/DESIGN AND PLAN APPROVALS | 6 |
| 8. REMODEL/APPROVAL PROCESS | 6 |
| 9. REMODEL/EXTERIOR SURFACES | 7 |
| 10. FENCES | 7 |
| 11. SIGNS | 7 |
| 12. MOBILE AND MODULAR HOMES/TEMPORARY STRUCTURES ... | 7 |
| 13. VEHICLE STORAGE | 7 |
| 14. ANIMALS | 8 |
| 15. REMODEL/SITE MAINTENANCE | 8 |
| 16. TREE REMOVAL | 10 |
| 17. ADDITIONAL RESTRICTIONS | 10 |
| 18. HOMEOWNERS ASSOCIATION | 10 |
| 19. GENERAL PROVISIONS | 14 |

**RESTATED AND AMENDED
RESTRICTIVE COVENANTS
ADMIRALS POINT SUBDIVISION
KENNEBUNK, MAINE**

This restated and amended complete reissue of the Restrictive Covenants, shall supersede and replace prior Restrictive Covenants recorded in the York County Registry of Deeds in Book 7710, Page 6 and Book 7843, Page 297 and any future amendments thereto. All lots shall be known as Admirals Point Subdivision, see subdivision plan in Book 277, Page 35 and any amendments thereunto All owners hereby submit lots 1-24 Admirals Point, now physical addresses 1-25 Admirals Way and 1, 3 and 5 Sweet Pea Lane, to the following restrictive covenants. Covenants shall run with the land, in perpetuity. See lot numbers and house addresses as set forth on page 16.

As used in these covenants, "the Association" shall refer to the Admirals Point Homeowners Association, Inc to which every owner of a home shall belong. Additionally in the covenants, the reference to "Lot/Lots" shall refer to land with or without a house.

1. APPLICABILITY

Each and every homeowner of the lots herein above made subject to these covenants, in accepting a deed or contract for any of the said lot, agrees for himself or herself, his or her heirs, executors, administrators, successors or assigns to become subject to these Restrictive Covenants.

2. USE OF LOT

- a. The lots in the subdivision shall be used only for single-family residential purpose with no separate type of out building.
- b. Further subdivision of the lots is expressly prohibited.
- c. Any owner may lease their home for a period of not less than one (1) month and shall be responsible to ensure compliance with these covenants by their tenant.
- d. Certain lots in the subdivision may be subject to easements or restrictions (including drainage and/or easements) on lots 9,21,22 and landscaping easements on lots 1 and 5, as shown on the approved subdivision plan. Acceptance of a deed to any such property by an owner shall be subject to such easement whether or not referenced in such deed and each owner agrees not to utilize the lot in a manner that will interfere with the reasonable intent of the easement as referenced on the subdivision plan.

3. CONSTRUCTION/REMODEL

- a. Any builder approved to construct/remodel a dwelling shall carry liability insurance with minimum limits of \$1,000,000.00 and will, prior to commencement of construction, provide the association a certificate of insurance evidencing such coverage.
- b. Construction of the buildings on the premises must be completed not more than six (6) months from commencement date. Application for extension of the six month period may be made to the Association. Such extension may be granted by the Association, provided that the owner provides a specific reasonable time frame in which completion of construction is expected to occur.
- c. All work on the exterior of any dwelling or addition, including siding, painting, trim work, landscaping and hot topping shall be completed as shown on the approved plans prior to issuance of an occupancy permit unless the time for completion of these items is extended under appropriate circumstances. If said work is not completed and an occupancy permit is issued, the owner of the dwelling shall be subject to penalty assessments as provided and set forth in paragraph 18.d. of these covenants, until completion of the work.

4. GARAGES

Each single family dwelling shall have a private two car garage attached to the dwelling unit unless otherwise approved by the Association. The garage must be built at the time of construction of the dwelling.

5. REMODEL/SIZE OF DWELLINGS

Each single family dwelling unit shall maintain a gross living area of not less than 2,000 square feet not including attic, basement, garage, porches or breezeways. If the house is less than 2,100 square feet total, the first floor minimum shall be 1,200 square feet of finished space.

6. REMODEL/PLANS REQUIRED

Prior to commencement of any initial or major construction project the owner shall submit to the Association for approval, a site plan showing the location on the lot of the dwelling, the garage, the driveway, landscaping and any proposed tree cutting.

A. Landscaping

- (1) Attractive landscaping is an essential element of the maintenance of property values in a subdivision. As such, the Association reserves the

right to require landscaping to be maintained, in its sole discretion, is in keeping with the character of the subdivision and which will maintain property values.

(2) Landscaping shall include, but not limited to, front and side lawns, shrubs and planting a front walkway, each to be approved as provided herein.

(3) Because of the effect of well maintained landscaping on property values, the Association shall be responsible for specific landscaping and snow removal in the subdivision. These responsibilities shall consist of Maintenance of the lawns, trees and shrubs in the common area, trees and shrubs in the buffer zones and snow removal and maintenance of Sweet Pea Lane. A professional contractor(s) shall be hired by the Association to perform these tasks as well as any other responsibilities that the Association assigns to such contractor(s). The cost of these contractor services shall be included in the annual budget.

(4) Maintenance of each individual property shall be the responsibility of the lot owner. This shall include lawn maintenance, gardens, window boxes, etc. The general appearance of these landscaping features and snow removal shall be in compliance with the covenants and any other minimum requirements/guidelines, which may be adopted by the Association. Lawn maintenance is to be scheduled on every Thursday with the rain day being on Wednesday or Friday, throughout the growing season.

(5) Notwithstanding the provisions in this Paragraph 6, nothing contained in these covenants shall be construed to require the Association to plant landscaping of any kind except as may be deemed desirable by the Association as may be determined by the appropriate vote in accordance with its Bylaws.

(6) The Association recognizes that lawn and ornamental shrub care is a prominent and important part of the lot landscape and that the location of this subdivision requires special attention to the environment and surrounding wetlands. Accordingly, the following practices and guidelines shall be incorporated into any contract that the Association may enter into regarding lawn and ornamental shrub care.

(a) When establishing new lawns select topsoil such that its depth, soil, texture and percent organic matter are effective in absorbing fertilizers and pesticides. A soil test is suggested to determine lime and fertilizer requirements. All lawn establishments shall be according to "Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices."

(b) Calibrate fertilizer and pesticide equipment in order to assure the desired application rate is being applied.

(c) Maintain soil conditions such as adequate drainage and aeration that favor microorganism activity since they are important for decomposing pesticides in the soil.

(d) Reduce the need of pesticides by following recommended horticultural practices such as proper mowing and watering which maintain a dense vigorous lawn.

(e) Use minimum dosage of pesticides to achieve adequate pest control. Read and follow the instructions on the label.

(f) Select pesticides and fertilizers that are resistant to leaching. When possible, use fertilizers that have a "slow release" or less soluble sources of nitrogen.

(g) To avoid runoff and leaching, do not apply pesticides just prior to heavy rainfall. Do not spray on windy days.

(h) When applicable, apply fertilizers and pesticides during periods of active turf growth for improved uptake by the plant.

(i) Maintain adequate records of all applications of fertilizer and pesticides. This shall include the name, applied rate, date, weather conditions and area treated for all fertilizer, pesticide and lime.

B. Floor Elevations

In addition, the plan shall indicate the finished floor elevation of the building.

C. Grading and Runoff

A detailed plan of the proposed lot grading shall be provided to insure that the finished site blends attractively with the surroundings and provides for adequate storm water runoff in accordance with the approved subdivision plans. Approval of the site plan does not relieve the homeowner or building contractor of their responsibility to ensure that the grading of the lot does not cause any ponding or erosion problems on any lot or other portion of the subdivision.

D. Exterior Colors

Exterior color schemes for dwellings are to be earth tones or that of a colonial type color. If repainting with the same color no Association approval is necessary.

E. Architectural Features

Elevation plans showing all facades of the building including the following architectural features:

(1) Enlarged corner boards, minimum 10 inches in width;

(2) Colonial window heads or pediments over lower street side windows;

- (3) Architecturally suitable front entrance as approved by the Association;
- (4) Minimum 10 inch soffit trim on all roofs and minimum 6 inch extended rake detail trim over all gable walls;
- (5) Minimum 9 inch roof pitch except where shed dormers are used;
- (6) All windows visible from the street shall have true divided light or externally applied grills;
- (7) All roof valleys visible from the street shall be flashed with copper;
- (8) The Association reserves the right to approve alternate architectural features.

7. REMODEL/DESIGN AND PLAN APPROVAL

- a. All buildings and structures shall be architecturally designed in keeping with traditional styles. The Association reserves the right to approve the plans and specifications of all residences. The responsibility and/or authority for any architectural approvals in accordance with these restrictive covenants is the responsibility of the Board of Directors of the Association or any subcommittee of the Association appointed to perform that task.
- b. No construction of any kind shall be commenced on any lot/home nor shall any exterior addition or changes or alteration be made to any structure nor shall utility lines be erected or installed until plans for the foregoing have been approved in writing by the Association. A copy of such plans shall be provided to the Association for its records.

8. REMODEL/APPROVAL PROCESS

- a. The Association approval of designs, plans and specifications in paragraph 6 of these covenants shall be in its sole discretion and shall include the requirement that all permissions, permits and approvals of appropriate governmental authorities have been obtained, as evidenced by such documentation as the Association may reasonably request. In deciding whether to grant approval, the Association may request additional plans from the applicant to aid in its determination.
- b. In the event the Association has not disapproved of any plans, specifications or other materials within fifteen (15) days of receipt, the proposed plans shall be deemed to be approved.

c. In the event that no legal action is brought against the owner of any newly constructed residences, challenging compliance with the covenants within thirty (30) days of substantial completion of the exterior of any dwelling or addition, there shall be established a conclusive presumption that said dwelling or addition complies with these covenants.

d. The Association shall not be obligated to retain any plans or specifications for an approved dwelling for more than 120 days after completion of the dwelling, not including landscaping.

9. REMODEL/EXTERIOR SURFACES

a. All structures shall have exterior wall surfaces covered with brick, cedar clapboards, composite or wood shingles, composite or wood trim or stone veneer with a minimum thickness of three (3) inches or a combination of any of the aforesaid. The use of vinyl or aluminum siding or other similar materials shall not be permitted, nor shall mercury vapor lights be utilized to light any portion of a lot or building. Roofing materials shall be of "architectural" shingles. All dwellings shall be constructed on poured concrete foundations. The use of other materials is subject to the Associations approval.

10. FENCES

a. Fences may be placed no closer than three (3) feet from any lot line. No fence exceeding six (6) feet in height shall be permitted on any lot. However, under no circumstances shall silver or galvanized chain link fence be approved. No fence shall be constructed between the front plane of any house and the street unless approved by the Association. All fences shall be constructed with finished side facing away from the dwelling. All fences shall have Town approval if necessary.

Notwithstanding the above, the Association may place ornamental posts and fencing along the entrance of the subdivision and portions of the roadway in proximity to the entrance to enhance the aesthetics of the road.

11. SIGNS

No commercial or advertising signs of any kind shall be erected, placed, permitted or maintained on any lot or improvement except such professional licensed realtor signs for the sale of lots within the subdivision.

12. MOBILE AND MODULAR HOMES/TEMPORARY STRUCTURES

Mobile homes or homes of modular construction or structures of a temporary character shall not be permitted on any lot except as a temporary shelter during repair or renovation of an existing structure.

13. VEHICLE STORAGE

No commercial vehicles, pleasure or commercial boats, motor homes, campers, trailers, all terrain vehicles, off road vehicles or snow mobiles shall be used on the premises nor shall any such vehicles, powered or non-powered, be kept on the premises except out of sight of the roadway or if the same be kept stored in a garage. Unregistered or un-inspected automobiles or automobiles being repaired, refinished or restored for a period for more than seven (7) days shall be stored in a garage.

14. ANIMALS

No farm animal or fowl shall be maintained on any lot. A reasonable number of household pets shall be allowed, but shall not be bred or maintained for purposes of resale.

No pet shall create unreasonable noise or create a nuisance or annoyance to neighbors.

15. REMODEL/LOT MAINTENANCE

- a.
 - (1) Prior to construction, a gravel drive shall be installed for use during construction. The subdivision roadway, within fifty (50) feet of the lot driveway in either direction, shall be kept clean and free of dirt, mud and dust from vehicles and construction debris.
 - (2) Construction materials shall not be stored or stockpiled on the site closer than thirty (30) feet to the paved portion of the subdivision roadway.
 - (3) Construction vehicles and equipment shall be parked or stored only within the boundaries of the lot, i.e. shall not encroach upon the fifty (50) foot town road right-of-way, and every effort shall be made to place such vehicles no closer than twenty (20) feet from any property line.
 - (4) The owner on whose lot construction is taking place shall be responsible to the Homeowners Association for compliance with the requirements of this paragraph a.

- b. During construction, no unsightly condition shall be permitted to exist on the property. Materials shall be neatly stacked or placed within the incomplete structure. Stockpiling of materials and parking of construction vehicles and equipment when not in use shall be no closer than fifty (50) feet from the roadway.

Construction debris shall be kept in a dumpster and the Association shall have the right to impose additional reasonable controls on construction. No burning of trash of any kind shall be permitted on the site.

- c. Any disturbance to the paved roadway or land area within the subdivision fifty (50) foot road right-of-way shall be repaired to include the paved surface, curbing, grading, loam and seed and replacement of any shrubs or plantings that have been damaged or destroyed.
- d. (1) To implement effective and adequate erosion control and protect the beauty of the property, the Association shall have the right to enter upon any property before or after a building or structure has been constructed for the purpose of performing corrective action necessary to protect adjoining properties or alleviate any unsightly condition or constructing or maintaining erosion prevention devices at the homeowner's expense, as those set forth in paragraph 18.c.(3).

(2) Prior to exercising its right to enter upon the property, the Association shall give the owner the opportunity to take corrective action by contacting the owner in writing, email or by telephone indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such owner.
- e. Trash, garbage or other waste materials shall be stored in sanitary containers, which shall not be visible from the street. Lots shall be maintained at all times in a neat and orderly manner.
- f. Owners at all times shall keep and maintain their property in an orderly manner, not permit lawns to become overgrown and prevent any accumulation of rubbish or debris on the premises. Front yards shall be free of unattended lawn chairs, swing sets, swimming pools, children's toys and the like.
- g. The Association shall be responsible for the maintenance of the storm water detention area and oil separator located adjacent to and between lots 5 and 10. Maintenance shall be done on an annual basis and records indicating such maintenance shall be kept by the Association.
- h. Snow removal of all lots is required regardless of occupancy. Within 24 hours following a snowfall each lot shall have driveways plowed. Additionally a clear path is required leading to the garage or entry door for access to the home in the event of an emergency.

16. TREE REMOVAL

No healthy living trees with a diameter in excess of six (6) inches shall be cut within ten (10) feet of any property line without the express written approval of the Association unless said cutting is for the purpose of ensuring the safety of the homeowners, initial construction or landscaping which has been approved by the Association. The lot plan submitted under these covenants shall indicate the area within which the lot owner desires to cut trees for the construction of the dwelling. All clearing shall comply with the Kennebunk Land Use Ordinance.

17. ADDITIONAL RESTRICTIONS

- a. **PROPERTY OF KENNEBUNK LAND TRUST.** No lot owner or any servant or agent of an owner shall enter upon the property of the Kennebunk Land Trust which abuts the subdivision nor upon the "fifty (50) FOOT WIDE RESERVATION AREA" shown on the subdivision plan, for the purpose of cutting or removing any vegetation. This prohibition shall not affect an owner's right to remove vegetation that encroaches upon his/her property.
- b. The following are prohibited:
 - (1). Clotheslines;
 - (2). Above ground swimming pools;
 - (3). Antennas or satellite dishes with diameters larger than 24 inches;
 - (4). Additions or outbuildings or appurtenances unless prior approval has been obtained;

18. HOMEOWNERS ASSOCIATION

a. Creation

By a minimum of two-thirds ($\frac{2}{3}$) vote, there has been established a Homeowners Association identified as the Admirals Point Homeowners Association Inc (the Association), that is governed by bylaws, but which bylaws may be modified by the Association. There shall be established an annual budget of expenses for the subdivision which budget will be funded by equal payments from each of the 24 homeowners.

b. Annual Budget

The budget shall include but shall not necessarily be limited to the following items:

- (1) Specified maintenance tasks listed in paragraph 6.a.(4).
- (2) Reserve to cover miscellaneous items including legal, accounting, replacement landscaping and any other items the Association deems appropriate.
- (3) Maintenance of the private drive providing access to lots 6, 7 and 8, also known as 1, 3 and 5 Sweet Pea Lane.

c. Liens

(1) Consent Of Lien

Any owner, upon taking title to a lot in the subdivision subject to these covenants shall be deemed to consent to the placing of a lien upon his/her lot for failure to make payments as provided herein. The lien may be perfected by recording an Affidavit executed by an officer of the Association attesting to sums unpaid by a homeowner in the York County Registry of Deeds. Once recorded, said lien shall encumber the property and be a cloud on the title to the property in the same manner as if the Association had obtained and recorded an attachment grant by the Superior Court.

(2) Lien To Collect Unpaid Annual Budget

The Association shall be entitled to a lien upon any lot in the subdivision for failure of the homeowner to pay the pro-rata portion of the annual budget in whatever manner such payment has been prescribed by the Association.

(3) Lien For Failure To Comply With Proper Maintenance

In like manner, the Association shall also be entitled to a lien upon any lot in the event that a homeowner fails to properly maintain his or her property and corrective action is taken by the Association pursuant to paragraph 6.a.(4). If the owner fails to take the corrective action specified within fifteen (15) days after having contacted the owner in writing, email or by telephone, the Association may exercise its right to enter upon the property in order to take the necessary corrective action at the homeowner's expense. Expenses include those as set forth in paragraph 19.c.

(4) Lien For Collection Costs And Interest

The cost of such corrective action or erosion prevention measures shall be paid by the owner within thirty (30) days after receipt by owner of an invoice for the cost of such work. Any expense incurred in taking the above action shall be considered an expense assessed to the owner for which the Association shall be entitled to a lien upon the property for such common expense as well as all costs associated with collection of such expense including reasonable attorney's fees. Failure of the owner to pay the expense within thirty (30) days shall impose upon the owner interest, at the then prevailing interest rate, per month until the balance has been paid in full. The Association shall be entitled to recover reasonable costs and attorney's fees associated with any legal action taken to assert the lien created by these covenants.

19. GENERAL PROVISIONS

a. Term of Covenants

All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times against the owner of any lot in such premises, regardless of how title was acquired for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants will be automatically extended for successive periods of ten (10) years.

b. Amendment/Modifications

The foregoing covenants, conditions, reservations and restrictions may be amended by a majority of the then owners of the lots within said subdivision agreeing to change said covenants in whole or in part as provided in the By-laws of the Association. Any amendment shall be recorded in the York County Registry of Deeds.

c. Enforcement

The Association has the right to assess a penalty in the amount of one hundred (\$100.00) dollars per day for the violation or breach of any of these covenants, conditions, reservations or restrictions upon failure of a homeowner to cure such violation after fifteen (15) days of giving notice to the violator.

d. Validity

(1) Failure to specifically refer to and include or incorporate these covenants in deeds to any lot shall not in any manner affect the validity and effectiveness of these restrictions upon any lot made subject to them.

(2) Invalidation of any one of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

e. Amenities

Nothing contained in these Restrictive Covenants or shown on the subdivision plan shall be construed to require the Association to construct a common swimming facility or any other amenity. Providing any amenity shall be in the sole and absolute discretion, based on a valid vote, of the Association as provided in its by-laws.

IN WITNESS WHEREOF, the said Admirals Point Homeowners Association has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its Secretary, **David Kotz**, thereunto duly authorized this 8th day of JULY, 2014.

Admirals Point Homeowners Association

Quinn Kealy
Witness

David Kotz
David Kotz, Its Secretary

STATE OF MAINE
COUNTY OF YORK, ss.

JULY 8, 2014

Then personally appeared the above named **David Kotz** in his capacity as aforesaid and acknowledged the foregoing to be his free act and deed and the free act and deed of Admirals Point Homeowners Association.

Before me,

[Signature]
Notary Public/Attorney-at-Law

Kevin G. Grimes, Esq.
Bar Roll No. 7847

Admirals Point Lots = Addresses

| <u>Lots</u> | <u>Addresses</u> |
|-------------|------------------|
| 1 | 1 Admirals Way |
| 2 | 3 AdmiralsWay |
| 3 | 5 Admirals Way |
| 4 | 7 Admirals Way |
| 5 | 9 Admirals Way |
| 6 | 5 Sweet Pea Ln |
| 7 | 3 Sweet Pea Ln |
| 8 | 1 Sweet Pea Ln |
| 9 | 8 Admirals Way |
| 10 | 11 Admirals Way |
| 11 | 15 Admirals Way |
| 12 | 17 Admirals Way |
| 13 | 19 Admirals Way |
| 14 | 21 Admirals Way |
| 15 | 23 Admirals Way |
| 16 | 22 Admirals Way |
| 17 | 20 Admirals Way |
| 18 | 18 Admirals Way |
| 19 | 16 Admirals Way |
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| 21 | 12 Admirals Way |
| 22 | 10 Admirals Way |
| 23 | 25 Admirals Way |
| 24 | 24 Admirals Way |

