

**AMENDED AND RESTATED HIGHLANDS POINT
DECLARATION OF PROTECTIVE COVENANTS**

This DECLARATION, made this 1st day of March, 2021, by the HIGHLANDS POINT ASSOCIATION, INC., a Maine non-profit corporation having a place of business in Bridgton, Maine 04009, hereinafter called the "Declarant".

WITNESSETH:

WHEREAS, the real property described in Clause I of this declaration is subject to a Declaration of Protective Covenants originally dated January 5, 1983 and recorded in the Cumberland County Registry of Deeds in Book 5097, Page 15, as further amended by Declaration of Protective Covenants dated December 6, 1999 and recorded in said Registry of Deeds in Book 15236, Page 62, and as further amended from time to time;

WHEREAS, Paragraph N of said declaration, as amended, provides that the covenants shall be binding until July 31, 2030 unless a majority of the then owners of the building sites covered by the covenants can change the covenants in whole or in part; and

WHEREAS, a majority of the owners of building sites have voted to approve the covenants as set forth herein and authorized the Association's president to execute this Declaration which shall serve to amend and restate the aforementioned previous Declaration of Protective Covenants;

NOW THEREFORE, pursuant to Paragraph N of the covenants, as amended, the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any numbered Building Site shown on a Subdivision Plan entitled "Highlands Point" recorded in the Cumberland County Registry of Deeds in Plan Book 131, Pages 23, 24, 25, 26 and 27.

Plan shall mean a Subdivision Plan entitled "Highlands Point" dated March 27, 1981, and recorded in the Cumberland County Registry of Deeds in Plan Book 131, Pages 23, 24, 25, 26 and 27. This Plan is subject to all restrictions and conditions included in any Department of Environmental Protection Order and/or municipal approval from the Town of Bridgton, all as appear of record.

Association shall mean the Highlands Point Association, Inc. (HPA)

CLAUSE I

Property Subject to this Declaration

The real property which is, or and shall be, held, conveyed, transferred or sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Bridgton, Maine, and is more particularly bounded and described upon the Plan.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each Building Site thereof; to protect the owners of Building Sites against such improper use of surrounding Building Sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Building Sites; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of Building Sites therein.

- A. All Building Sites in the tract shall be used for residential purposes and no Building Site may be divided. Owners of Building Sites shall not further divide, or cause to be further divided, the real property described in Clause I, Nor shall any Building Site be used as access to Highland Lake by anyone other than the owner(s) of the Building Site, their family, tenant(s), guest(s) or invitees. Nor shall any Building Site owner grant access to the common areas within Highlands Point other than to their tenant(s), occupant(s) or guest(s), nor shall the common areas be overburdened or used for any commercial activity, or to enhance or support any commercial activity, whether or not for profit. No structure shall be erected, altered, placed or permitted to remain on any Building Site other than one detached single-family dwelling of not less than one thousand five hundred (1,500) square feet of usable living area, one (1) private garage attached to the single-family dwelling or detached from said dwelling, for not more than three (3) cars, and one (1) outbuilding incidental and accessory to residential use of the premises all of which shall be subject to the approval of the Architectural Review Committee. No structure shall exceed an average height from grade of more than thirty-five (35) feet.
- B. The Architectural Review Committee (ARC) will review all site plans, construction drawings and architectural blueprints prior to commencement of any construction to determine compliance with the requirements of the Protective Covenants, and such other rules and regulations as may be established by the Architectural Review Committee and confirmed by a vote of the Board of Directors.
- C. Construction, including any site work or tree removal must not be commenced on any Build-

ing Site until the Highlands Point ARC issues a certificate approving the plan for such building and the location thereof. In addition, no demolition of an existing building may be initiated until the HPA ARC issues a certificate approving both the demolition and subsequent building plan. Construction does not include completion of the interior structure, interior remodeling, or any other interior work. Said Committee shall consist of not less than three (3) nor more than five (5) persons chosen by the Directors of the Association for a three (3) year term. Said Committee shall approve any building plan which in its reasonable discretion (1) reflects an architectural design and is constructed of materials that are unobtrusive in form and color in relation to the natural setting (2) specifies a suitable location for building within the Building Site and (3) otherwise conforms to the provisions of these covenants or such other specifications and procedures as the Architectural Review Committee shall determine are necessary to promote high quality construction. All such specifications and procedures shall be subject to the approval of the Board of Directors.

- D. All construction shall commence within twelve (12) months of the date approval is issued by the Architectural Review Committee. The Architectural Review Committee shall issue notice of approval via first class mail sent to the Building Site owner at the address on record with the Secretary of the Association. All construction must be completed not more than eighteen (18) months from the date it is commenced. Commencement of construction shall be defined as the date on which site work has begun on the subject property. All construction must conform to the plans as approved by the Architectural Review Committee. No changes to a plan shall be permitted without prior written approval of the Architectural Review Committee. It shall be a violation of the HPA Declaration of Protective Covenants if clearing and/or demolition in compliance with an ARC-approved construction plan is conducted, but construction is not completed within eighteen (18) months of commencement.
- E. Natural existing cover shall be maintained on each Building Site. Cutting and clearing sufficient to reasonably provide for access, safety, home construction, outdoor living, landscaping and view is permitted. Clear cutting of Building Sites is prohibited. Building Site owners shall have the right to remove or plant trees and shrubs at their reasonable discretion. However, all fences must be approved by the Architectural Review Committee prior to installation. All cutting and/or clearing shall be subject to the following standards:
1. A 50-foot buffer of undisturbed natural vegetation (trees, shrubs, and ground cover) shall be retained and maintained along all property lines on all Building Sites. Reasonable openings in roadside buffers shall be allowed for driveways and utilities. The ARC may waive buffer requirements upon a finding that the waiver is warranted due to unique conditions on the Building Site and that the waiver granted is the minimum necessary to remediate the conditions. Waivers shall not be granted for unique conditions resulting from actions taken by the owner(s) or any contractor(s).
 2. No more than 50% of the total volume of trees 4 inches or more in diameter at 4 1/2 feet or more in height may be removed from any Building Site in any ten-year period. Cutting beyond this limit may be allowed by the ARC for home construction upon a finding that such cutting limits are reasonable and necessary for the proposed use.
 3. Incidental cutting, minor in scope, such as for limited firewood harvesting, removal of dangerous, diseased, or dead trees, maintaining an existing cut area, or minor landscaping maintenance is permitted.

Building site owner(s) and any contractor(s) shall be responsible for notifying the Architectural Review Committee for authorization for any clearing of trees, shrubs and and/or ground cover on any Building Site for 1. and 2., above. The ARC shall notify abutters of the proposed activity. The purpose of the notification is to assure that cutting is conducted in accordance with Covenant standards. Any exception to 1. and 2. above requires ARC approval. Notwithstanding the foregoing, Building Site owner(s) and any contractor(s) shall at all times comply with all local, state and federal laws, municipal ordinances, rules and regulations governing the activities described in this Section E.

- F. Uses; Except as otherwise provided herein, the Building Sites may be used only for residential purposes, including both residential ownership and rental uses.
1. All rentals of Dwellings or Structures located thereon:
 - (a) shall be for a minimum of thirty (30) days per rental,
 - (b) will have no more than two persons of age 5 or older per bedroom, with at least one person of age 25 or older occupying the rental for the entire rental period,
 - (c) rental advertising by owners shall not offer occupancy that exceeds the occupancy stipulated in (b) above, and,
 - (d) no Building Site without a completed Dwelling may be rented.
 2. No commercial, industrial, or business use or enterprise of any kind, nor any noxious or offensive trade or activity shall be conducted in any structure or on any Building Site, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions of this paragraph, nothing shall prohibit the existence of a home office wholly within a dwelling, provided said office is for the exclusive use of the residents thereof, has no advertising signage, it does not create any additional vehicular or pedestrian traffic to or from the premises or otherwise interfere with the quiet enjoyment of any other resident, so that it is not apparent or detectable by sight, sound, or smell from the exterior of the buildings, and the business activity is consistent with the residential character of the Building Sites.
 3. Quiet hours are from 10 pm until 7 am on weekdays and 11 pm until 7 am on weekends.
 4. The Board of Directors shall establish a progressive fine structure for violations of 1. through 3 above. For rentals, three violations within 6 months shall result in rental privileges being revoked for 6 months.
- G. No Building Site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary, closed containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Any propane or other fuel tank servicing the site shall be screened from view from the road and the abutting property by plantings or fencing as approved by the Architectural Review Board.
- H. No sign of any kind shall be displayed to the public view by the owner, owner's agent, or any non-owner entity on any Building Site, except one (1) sign each of not more than four (4)

square feet in area for any of the following purposes: real estate sales, LakeSmart, or to designate the occupant(s) of the Building Site and/or the name of the property. "No Trespassing" and "No Hunting" signs may be displayed on any Building Site provided they are not visible from the roadway or any abutting home. Said signs shall be black letters on a white background and no greater than ten inches by ten inches (10" X 10") in size. Nothing in the foregoing shall limit the right of the Association, acting through the Board of Directors, to erect and display signs on the common areas or roadways within the subdivision.

- I. Any lighting causing unreasonable glare to neighboring property is prohibited. The determination of unreasonableness shall be the sole judgement of the Architectural Review Committee. All lighting visible to neighboring and public road users shall be indirect (down facing).
- J. No trailer, mobile or motor home, shack, garage, temporary structure, or other outbuilding erected on a Building Site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation, except any tents pitched and standing for no longer than three (3) consecutive days and intended for use, and so be used, as shelter for minor children camping overnight. The keeping of a mobile or movable home, either with or without wheels, on any parcel of property covered by these covenants is prohibited.

Items such as boats, camp trailers, RVs, ATVs and other types of recreational vehicles (registered or unregistered), unregistered vehicles of any type, or similar items shall be screened from public view as Building Site conditions and open space will allow. No more than one such item total may be stored on a lot for more than six (6) consecutive months. Storage of any such items as listed above by non-owners is prohibited.

- K. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any Building Site. No unleashed dogs shall be permitted at the common area.
- L. The Board of Directors is empowered to establish and impose such reasonable fines as it deems necessary and appropriate to enforce these covenants. The Board is further empowered to order the modification or removal of any structure or other improvement to a Building Site which is found to be in violation of these covenants, or the specifications and procedures as may be established by the Architectural Review Committee and approved by the Board of Directors. Any and all costs incurred by the Association in defending or enforcing these covenants, including legal and professional fees, shall be paid by the Building Site owner(s) found to be in violation of these covenants. Any unpaid fines or costs shall be a continuing lien against the Building Site until paid in full, and shall bear interest at a rate of twelve (12) percent per annum. The Board of Directors is also empowered to establish rules and regulations to assure that Clause II. General Purposes and Conditions of these covenants is adhered to.
- M. The owner of each Building Site shall automatically become a member of the Association; shall be permitted to participate in the operation of the Association in accordance with the By-Laws of the Association; shall be obligated to pay assessments which may be levied by vote of the members of the Association pursuant to said By-laws; and shall be bound by the rules and regulations promulgated by the Association regarding the use of the common areas owned by the Association on the Plan.
- N. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 31, 2010 at which time said covenants shall be automatically

extended for successive periods of ten (10) years unless amended by time-to-time by vote of a majority of the then owners of the Building Sites covered by these covenants it is agreed to change said covenants in whole or in part.

- O. If any one or more of these covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect.

- P. The assessments authorized hereunder and pursuant to the By-Laws of the Association shall be a charge on the land and shall be a continuing lien upon the Building Site against which such assessment is made. If the assessment is not paid within thirty (30) days after the date when due under the provisions of said By-Laws, then said assessment shall become delinquent and shall, together with interest at the rate of twelve percent (12%) per annum, costs of collection and reasonable attorneys' fees, become a continuing lien on the Building Site, and the buildings and improvements thereon. Said lien shall bind the Building Site, buildings and improvements until discharged by the association. The personal obligation of the owner to pay such assessment shall pass to his successors or assigns in title and shall be expressly assumed by them.

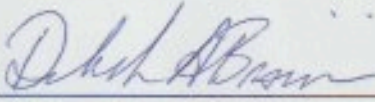
{signature page follows}

IN WITNESS WHEREOF, the hand and seal of Deborah A. Brusini, President of Highlands Point Associations, Inc., thereunto duly authorized by majority vote of the owners of the building sites and pursuant to the aforementioned Declaration of Protective Covenants, this 1st day of March, 2021.

WITNESS:

HIGHLANDS POINT ASSOCIATION, INC.



By: 
Deborah A. Brusini
Its; President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

March 1, 2021

Personally appeared the above named, Deborah A. Brusini, President of Highlands Point Association, Inc. and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of Highlands Point Association, Inc.

Before me,


Notary Public

Printed Name:

My Commission Expires:

MICHAEL G. FRIEDMAN
Notary Public, Maine
My Commission Expires February 28, 2024

