

DECLARATION OF RESTRICTIONS AFFECTING  
BRADLEY POND SUBDIVISION  
IN THE TOWN OF LOVELL,  
COUNTY OF OXFORD AND STATE OF MAINE

THIS DECLARATION dated this 27<sup>th</sup> day of January, 1988,  
by Michael R. DeVos, Terry Drucker, Donald Sisson and Harold J.  
Asaph III, all of Cambridge, Middlesex County, Commonwealth of  
Massachusetts, hereinafter referred to collectively as the  
Declarant.

W I T N E S S E T H:

WHEREAS, the Declarant is owner of certain lots or parcels  
of land in Lovell, Maine, specifically described as Lots No. 1  
through 16 inclusive as delineated on a plan entitled "BRADLEY  
POND, Proposed 16 Lot Subdivision, North Lovell, Maine" (the  
"Lots") prepared by Thaddeus Thorne-Surveys Inc. under date of  
March, 1987, and recorded in the Oxford County Registry of  
Deeds in Plan Book 9 Page 6 (the "Plan") and of the 66 foot  
wide roadway as shown on The Plan, which road shall be known as  
"Bradley Pond Road", which Lots and road the Declarant proposes  
to develop and improve in accordance with said Plan; and,

WHEREAS, the Declarant, being about to sell and convey the  
Lots from said Plan desires to assure to said purchasers and  
their several heirs, successors, and assigns owning such Lots,  
and their tenants, employees and inhabitants within said  
property, the use, benefit and enjoyment of said land and Lots  
in accordance with a harmonious plan, and to this end desires  
that certain parts of the land may be subjected to certain  
restrictions, covenants and agreements as hereinafter set forth.

OXFORD WEST DIST. REGISTRY  
REC'D 11:55 A.M. Jan. 29, 1988  
Jean Watson, Reg.

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Book 330  
Page 953*

NOW, THEREFORE, in consideration of the premises, the Declarant hereby covenants and agrees with the purchasers of the Lots on said Plan and each of them that the property described on said Plan is and shall be held and shall be conveyed subject to the restrictions, covenants and agreements set forth in the various clauses of this Declaration, which it is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Declarant, their heirs and assigns, (but which Declarant shall be under no obligation to enforce), and the several purchasers, their heirs, successors and assigns, and binding upon all the Lots described on said Plan, to wit:

Each Lot conveyed in BRADLEY POND, as hereinafter defined, shall be subject to the following covenants and restrictions which shall run with the land, and this property shall be subject to these express restrictions and conditions which shall continue in force and effect until June 30, 2008 A.D., and which shall be automatically renewed for succeeding twenty (20) year terms thereafter, unless, prior to any such renewal, the owners representing or owning a majority of said Lots subject to this Declaration shall execute and record in the Oxford County Registry of Deeds a notice of non-renewal or of modification of this Declaration of Restrictions.

1. Lots In BRADLEY POND. BRADLEY POND shall consist of Lots 1 through 16, inclusive, as shown on the Plan.
2. Use of Lot for Livestock and Vehicle Storage. Livestock may be kept on each Lot only for the domestic use of the residents of such Lot and not for any commercial or retail sale or use. All livestock

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areas shall be kept reasonably clean and sanitary, and no such use will be permitted which interferes with the use and enjoyment of other Lots.

No derelict, abandoned or other unuseable vehicles and no unregistered vehicles shall be kept on any Lot unless the same is stored in a garage or other enclosed structure.

3. Structures on Lots. Only one (1) residential building for a single family together with a guest cottage with exterior wall dimensions not in excess of 20' x 20' and not higher than one and one-half (1 1/2) stories may be erected or maintained in each Lot; provided that no such guest cottages shall be permitted on Lots 1 through 10, inclusive, 12 and 16. All structures on Lots shall have exterior wall coverings of wooden shingles or clapboards.

No structure shall be erected on any Lot without the issuance of all necessary permits by the Town of Lovell, Maine.

The prohibitions contained herein shall not be construed to prevent the use of trailers, vehicles or temporary structures during the period of actual construction in connection with said construction.

4. Clearing; Fertilizers; Phosphates. No Lot owner shall cut or clear any area on his Lot in excess of that which is reasonably necessary for the intended use of his Lot, subject further to the provisions of paragraph 7. No Lot owner shall use phosphorous content fertilizers or phosphate detergents on his Lot. It is the intent and purpose of these restrictions to minimize the discharge of phosphorous into the watershed system.
5. Subdivision, Easements. No further subdivision of any Lot and no grant of any easement for access to Bradley Pond, whether for the installation of utilities or for any other purpose, shall be permitted or done by the owner of any Lot on the Plan, provided, however, that this provision shall not prevent any Lot owner from granting an easement for the installation of utilities from the 66' wide roadway shown on the Plan to any house or structure permitted to be constructed on the Lot owned by such Lot owner. Subdivision, for the purposes of this paragraph, shall not include the conveyance of a portion of Lot to an abutting property owner, provided that in no case shall an easement be granted, subdivision made or conveyance to an abutter

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made which would provide an abutter or any other person or property not a member of the Association and a Lot owner access to Bradley Pond Road or Bradley Pond.

6. Ownership of and Easements in the 66' Wide Road. All portions of the Sixty-six foot (66') wide roadway shown on the Plan extending southerly from Route 5, not presently owned by the Town of Lovell, ("Bradley Pond Road") is intended to be and is hereby declared to be a private right of way, subject to the rights of the public as set forth in a deed recorded in the Oxford County Registry of Deeds in Book 237, Page 791. The recording of the Plan and this Declaration is not intended to create, by themselves, a dedication to or for the benefit of the public. The ownership of the portions not presently owned by the Town of Lovell shall be held in fee simple by the Bradley Pond Association (the "Association") referred to herein.

The Association shall have the right, upon a majority vote of the members, to convey the road, or any portion thereof, to the Town of Lovell or any other public authority as a public way or road; provided that the portions of said road which are reserved for the exclusive use of Lots 12, 14, 15 and 16 and for the exclusive use of Lots 10 and 11 shall not be so conveyed unless the owners of such Lots with such exclusive rights shall unanimously consent in writing.

No conveyance of all or any portions of said road shall be effected without the acceptance of such conveyance by the appropriate public authority.

All of the Lots will have and hereby are given the benefit of an easement for all types of vehicular and pedestrian ingress and egress, for maintenance of utilities, and for all other customary uses of a way in Bradley Pond Road, provided that only the owners of Lots 12, 13, 14, 15 and 16 shall have the right to use such road as it extends southerly from the northerly boundary line of Lot 14 and only the owners of Lots 10 and 11 shall have the right to use such road as it extends southerly from the northerly boundary line of Lot 10, all as shown on the Plan.

7. Construction. When the construction of any buildings, roadway or driveway on the premises or a lot is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

All clearing and construction on Lots shall comply with the following standards and restrictions:

A. All earth-moving activities by individual Lot Owners shall use as guideline the Bradley Pond

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Subdivision, Bradley Pond, Lovell, Maine, Erosion and Sediment Control Plan prepared by Lake Environment Services of Maine, which is attached hereto as Exhibit A and incorporated herein by reference.

B. Shorefront Lots 9, 10, 11, 13, 14 and 15 shall maintain a 100-foot vegetative buffer strip from the normal high water mark of Bradley Pond. There should be no reduction in the tree canopy. Cutting and clearing shall be limited to removal of dead trees and selective limbing to allow limited visual access.

C. No individual Lot Owner shall clear or develop an area of more than 20,000 square feet, including houses, accessory structures, lawn areas, and driveway.

D. Individual Lot Owners shall insure that all stormwater drainage from roofs can be directed to crushed stone infiltration areas (Dutch drains, dry wells, or drip strips). The gross volume of any infiltration area should equal one-third of the impervious area from which it receives runoff.

E. All driveways for individual Lots shall be constructed in such a manner as to avoid directed stormwater runoff to the existing road, drainage ditches, or intermittent streams which may lead directly to Bradley Pond.

F. No fertilizers shall be used for lawns or gardens or any Lots except when the individual Lot Owner has obtained a soil chemistry analysis from the University of Maine Cooperative Extension Service (or another suitable professional or organization) and complied with recommendations for soil additives.

G. Where possible, individual Lot Owners should utilize perennial ground covers rather than grassed lawns.

H. No permanent disturbance of vegetative ground cover should occur within 25' of any slope exceeding 25 percent. Any roof drainage should be directed away from these areas.

8. Association of Lot Owners. Each Lot owner or owners shall be a member or members of BRADLEY POND ASSOCIATION, a non-profit corporation organized under the laws of the State of Maine (the "Association"). Membership shall be appurtenant to the Lots, and the transfer of title to a Lot shall automatically transfer the regular membership appurtenant to that Lot to the transferee or transferees. A transfer in mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure.

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9. Enforcement by Association. The BRADLEY POND ASSOCIATION, as agent for the Lot owners under an irrevocable agency coupled with an interest, as beneficiary of all covenants and provisions herein contained, and as assignee of the Declarant, is vested with the right and the duty in its own behalf and in behalf of all Lot owners to enforce all the covenants, liens, restrictions and provisions herein contained.
10. Assessments by Association. The Association shall make such assessments to the members as the Association may deem necessary to carry out the functions and fulfill the obligations of the Association as herein described or as described in the By-laws of the Association. Each Lot owner shall pay to the Association annually, or in such periodic installments as the Association may determine, his proportionate share of the assessed expenses of the Association. A proportionate share shall be one share for each Lot, so that all Lot owners share equally. Voting in the Association shall be on the basis of one vote for each Lot. Lots with more than one owner shall be entitled to cast only one vote and such owners shall decide among themselves how to vote.

In the event of the failure of a Lot owner to pay such share of expenses when due, the amount thereof, together with interest at the rate established by the Association (not to exceed 18% per annum), costs and reasonable attorney's fees shall constitute a lien on the title of such Lot owner; provided, however, that such lien shall be subordinate to the lien of any first mortgage recorded prior to the due date of such assessment, and the foreclosure of any such mortgage, sale or transfer pursuant to foreclosure or transfer to a mortgagee in lieu of foreclosure shall extinguish a subordinate lien for Association expenses. Such foreclosure shall not release the Lot owner from personal liability for Association expenses.

In the event the annual budget is insufficient, the Association may make special assessments during the fiscal year to cover any projected shortfall. Such special assessment shall be payable in the same manner as the regular assessment or at such time and in such installments as the Association may determine.

The lien for assessments may be foreclosed by the Association in the same manner provided by the laws of the State of Maine for the foreclosure of mortgages, except that the period of redemption shall be sixty (60) days.

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The Association shall have the right to charge all individual Lot owners a reasonable fee for the use, maintenance, repair and reconstruction of the private 66' wide right-of-way or road as shown on the Plan. Expenses for the maintenance and ordinary repair of the road shall be assessed on the basis of one (1) share for each Lot which has a structure on it and one-half (1/2) share for each Lot which does not have a structure. All other expenses with respect to the road shall be shared equally by the Lots.

At a minimum, the Association shall make the following improvements relative to the existing road as shown on the Plan:

- a. the 12-inch culvert on Lot 10 should be replaced;
- b. all culverts should be maintained free of dirt;
- c. culvert inlets and outlets should be lined with crushed stone to prevent erosion;
- d. the 24-inch culvert on Lot 12 should be replaced;
- e. runoff along the road on Lot 14 should be ditched or otherwise diverted to prevent erosion of the road surface.

In the event the Town of Lovell shall not plow the road, it shall be the responsibility of the Association to assure that said road is kept passable year round.

No further construction or improvements to the road shall be made without compliance with all applicable laws, ordinances, rules, or regulations with respect to such construction or improvements.

The Declarant, for themselves and their heirs and assigns, hereby reserves the right, with respect to said road to grant and convey unto utility companies easements for the installation, repair, maintenance and replacement of all types of utility lines, pipes, conduits and their appurtenant facilities, whether above the surface or below the surface of the ground. This right shall terminate two (2) years from the date of this Declaration.

11. Municipal and Maine Department of Environmental Protection Approvals. Bradley Pond has been approved by the Town of Lovell, Maine, Planning Board as evidenced by the Plan and by the "Town of Lovell Planning Board Recording Certificate for Bradley Pond Subdivision" dated September 2, 1987 and recorded in Oxford County Registry of Deeds in Book 290, Page 334. All owners of lots and the Association shall be

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subject to the terms and conditions as set forth therein.

Bradley Pond Subdivision has further been found exempt from review by the Maine Department of Environmental Protection Site Location of Development Law as set forth in an Affidavit by Leslie E. Lowry III dated January 7, 1988, and recorded immediately prior hereto in the Oxford County Registry of Deeds.

- 12. Severability. Each and every provision contained herein shall be considered to be independent and separate, and, in the event that any one or more shall for any reason be held to be invalid and unenforceable, all the remainder thereof shall, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, Michael R. DeVos, Terry Drucker, Donald Sisson and Harold J. Asaph III have hereunto set their hands and seals this \_\_\_ day of January, 1988.

Signed, Sealed and Delivered in the presence of

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*Michael R. DeVos*

Michael R. DeVos

*Terry Drucker*

Terry Drucker

*Harold J. Asaph III*

Harold J. Asaph III

*Donald Sisson*

Donald Sisson

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, SS:

January 27, 1988

Personally appeared before me the above-named Michael R. DeVos, Terry Drucker, Donald Sisson and Harold J. Asaph III and acknowledged the foregoing instrument to be their free act and deed.



*Howard A. Le Vaux*

Notary Public/Attorney at Law  
 (Printed Name: Howard A. Le Vaux)  
 My Commission Expires: Oct. 22, 1993

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