



REVISED DECLARATION OF PROTECTIVE CONENANTS  
"FROST HILL"  
ELIOT, MAINE

Pursuant to Paragraph 16 of the Declaration of Protective Covenants "Frost Hill" Eliot, Maine recorded at Book 3439 Page 140 in the York County Registry of Deeds.

We the undersigned, a majority of the lot owners of record hereby amend said Declaration of Protective Covenants as follows

DEFINITION OF TERMS

Building Site shall mean any lot, or portion thereof, any two or more continuous lots, or a parcel of land of record and upon which a dwelling may be erected in conformance with the requirements of these covenants.

Property Subject to this Declaration. The real property which is, and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants and easements with respect to the various portions thereof set forth in the various clauses and subdivisions of the Declaration is located in Eliot, in the County of York, in the State of Maine, and is shown on a recorded Plan as follows:

Subdivision Plan for Frost Hill, Frost Hill Development Co., Inc. Eliot, Maine by Anderson Associates dated August , 1984, approved by the Eliot, Maine Planning Board on 12/24/1984 and recorded at the York Registry of Deeds in Plan book 134 Page h3 on 1/2/1984. Being the premises described in the deed of Richard & Kenneth O'Donnell to Frost Hill Development Company, Inc. dated June 6, 1984 and recorded in the York County Registry in Book 3307 Page 110 on June , 1984 and a deed from Kathleen E. Viconte to Frost Hill Development Company, Inc. dated June 7, 1984 and recorded in York County Registry in Book 3307 Page 118 on June , 1984.

No property other than that described above shall be deemed subject to this declaration, unless and until specifically made subject thereto.

Karen McCormack 11 Frost Hill Circle Eliot Me 03903

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## GENERAL PURPOSES OF CONDITIONS

The real property as set out in the legal description is subject to the covenants, restrictions, conditions and easements 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 possible the natural beauty and ecology of said property; to guard against the erection thereon of poorly designed or inappropriate structures, and structures built of improper or unsuitable materials; to obtain subtle tone colors for building exteriors; to insure the best development of said property; to secure the erection of attractive homes, with appropriate locations on building sites; to prevent haphazard inappropriate improvement of building sites; maintain proper setbacks from streets, and adequate free space between structures; to insure each building site has unobstructed solar access for use of solar heating and for buildings; to provide the State recommended thermal efficiency standards for all heated buildings; and in general to provide adequately for quality development and improvements in said property, and thereby enhance the value of investments made by purchasers of land and buildings therein.

### **1. Land Use and Building Type**

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than residential dwellings, constructed for year-round occupancy, not to exceed two- and one-half stories in height and a private garage for not more than 3 cars. No beauty parlors, barber shops, home occupations, professional offices of any sort shall be permitted on any lot. However, an "office at home" may be maintained by a professional (accountant, artist, designer, lawyer, architect, etc.), provided such "office" remains private and not used for general transaction of everyday business.

### **2. Architectural Review and Advisory Committee**

No building, garage, breezeway, septic system, driveway, fence, wall, well, swimming pool or other structure shall be commenced, erected, placed, altered or maintained on any lot, nor shall any exterior addition, change or alteration be made until the building plans,

specifications and plot plan showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the conformity and harmony of external design and location in relation to existing structures, topography, and finish grade elevation by an Architectural Review and Advisory Committee composed of three lot owners, Arthur Dove, Simon R. Yates, and Kerry P. McCormack.

A majority of the Committee may designate a representative, in writing, to act for it. In the event of death or resignation of a member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

### **3. Dwelling Cost, Quality, Size and Color**

No dwelling shall be permitted on any lot at a cost of less than \$300,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story. No dwelling unit or other structures shall have a roof angle of more than 45 degrees nor less than 30 degrees. Flat plate solar collectors for heating water can be mounted on roofs in such a way to meet optimum design angles for this latitude, but shall not exceed 60 degrees.

Passive solar heating of dwellings is encouraged for each building site. All designs and standards will be reviewed on a lot by lot basis with consideration of the unique microenvironment of each building site.

All dwellings shall meet the recommended thermal insulation standards as prescribed by the Maine Department of Energy Resources. All foundations below grade and floor slabs will be

insulated, except for garage floors. All windows and exterior doors will be double or triple pane glass. The entire envelope of the dwelling will be wrapped with an "air infiltration" barrier, except the roof. All dwellings will have vapor barriers on the warm side of walls, floors and ceilings, and adequate roof ventilation will be installed based on industry standards.

Exterior color of structures will be subtle tones, natural wood finish, or where appropriate, white may be permitted.

#### **4. Solar Access**

No vegetation, structure, fixture or other object shall be so situated that it casts a shadow on a building on any other lot between the hours of 9 a.m. to 4 p.m. Standard Time during the months of September through May. By adopting this covenant, the landowners within the development recognize the desirability of creating a common plan to ensure access to direct sunlight on all parcels with the development for public health, aesthetic, or other purposes, specifically access to sunlight for solar energy collectors.

#### **5. Building Location**

All buildings will conform to the Town of Eliot set back requirements for front, side, and rear yards. Actual location of any and all buildings will be a function of Architectural Review and Advisory Committee. Location shall mean left to right, front to back and up and down (elevation).

#### **6. Temporary Structures**

No structure of a temporary nature, trailer, house trailer, mobile home, auto home, camper, basement, tent, garage, barn, shed or other buildings shall be permitted on any lot for use at any time as a residence either temporarily or permanently.

A travel trailer, camper or similar vehicle; a boat, canoe or similar water borne vehicle may be maintained, stored or kept on any parcel of property covered by these covenants provided it is completely housed within a structure which has been approved by the Architectural Review and Advisory Committee, or stored "out of view" from the street and abutting home owners.

## **7. Completion of Building & Finish Grading**

The purchaser agrees that the exterior of any dwelling, house, structure, building or appurtenance once started must be completed within nine months and the interior completed within one year from the date construction was initiated.

No lot shall be used unless it is landscaped in reasonable conformity to its natural condition. Use of native plants, trees and shrubs is encouraged. Such landscaping shall be completed within one year after construction has begun.

## **8. Trees & Shrubs**

No trees or shrubs shall be cut or otherwise removed from any lot shared in common with an abutting lot, except during construction, without the express consent of the Architectural Review and Advisory Committee. Specifically, trees on stone walls, property lot lines, fence lines, etc., shall not be removed.

## **9. Easements**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

## **10. Nuisances**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there on which may become an annoyance or nuisance to the development. Specifically forbidden is the use and operation of any "off-road" or "recreational" vehicle either on or

within the total real property described herein. Such vehicles include, but are not limited to: trail bikes, motor bikes, motorcycles, snowmobiles, RV's and any other similar vehicle.

Walking, jogging, bicycling and horseback riding are encouraged. Horses are required to stay off any paved surface, and the owner is responsible for removal of manure wastes.

### **11. Livestock and Poultry**

No livestock, animal or poultry of any kind shall be raised bred or kept on any lot, except that two horses, dogs and or cats or other household pets may be kept provided they are not bred or maintained for sale or any other commercial purpose. Dogs shall be kept fenced, on runners or a leash at all times. No Dog(s) shall be permitted to run loose or roam freely at any time.

### **12. Garbage and Refuse Disposal**

No lot shall be used or maintained as a dumping ground for rubbish, trash, old automobile or similar materials offensive or degrading in appearance. Trash, garbage or other waste shall not be kept except in sturdy, sanitary containers. Derelict automobiles, trucks or similar vehicles shall not be kept on any lot.

### **13. Aerial Antennas**

No permanent installation of a television, receiving or transmitting antenna shall be constructed on the exterior of any building nor on the premises of any lot except upon approval by the Architectural Review and Advisory Committee.

### **14. Signs**

No sign of any kind other than a residential house sign not exceeding two square feet containing the owners' name shall be displayed to the public view on any lot except one sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period, unless approved by the Architectural Review and Advisory Committee.

### 15. Homeowners Association: Annual Charges

For the purpose of continued maintenance of the private right of way as described and conveyed in each lot owner's deed, and shown on the recorded Subdivision Plan for Frost Hill, and for the purpose of providing a second means of access to each lot in the Frost Hill subdivision for police, fire and other vehicles of public safety, each and every lot owner in accepting a deed or contract for any lot in this subdivision, now or in the future, including all successors in title to any such lot owner(s), agree(s) to become and shall become a member of and be subject to the obligations and duly enacted By-laws and rules of the Frost Hill Homeowners Association, which the developer shall establish in the first instance and shall turn over to the homeowners one year after the date of these covenants.

In order to carry out the purposes of this clause, each lot owner, present or future, by acceptance of such deed or contract for any lot in this subdivision, covenants and agrees, for himself, his heirs, administrators and assigns, to pay an annual fee of fifty dollars and if actual costs exceed that amount then to pay, his or their pro rata share of the annual charges for the administration, upkeep, maintenance and repair of said private right-of-way as an assessment to be paid promptly when billed, which assessment shall constitute a lien upon said owner's premises and if in default, may be enforced in equity as in the case of any lien foreclosure, including any cost of collection.

Pro rata shares of such annual assessment for the charges of the administration, upkeep, maintenance and repairs of the private right of way shall be determined by record ownership as of September 1<sup>st</sup> each year, and by the fraction of number of lots sold, divided by the number of lots (14) in the subdivision; provided, however, there is reserved to the Homeowners Association the right to vary such denominator for good cause if circumstances require.

In the event the Homeowners Association fails to provide adequate upkeep, maintenance and repairs of said private right of way, the Town of Eliot may intervene for the general welfare and safety of all lot owners in the subdivision and perform such upkeep, maintenance and repairs it deems appropriate, and in such event may charge the Homeowners Association and all lot owners of record for costs associated for such intervention.

It is further stipulated that these covenants, and this obligation of lot owners to contribute to the annual charges for administration, upkeep, maintenance and repairs of the private right away, referred to as a second means of access to the Frost Hill subdivision, are to

be incorporated by reference in every deed hereinafter which conveys any of the lots in this subdivision by the following agreed stipulation therein, namely:

“Grantee(s) by his/their acceptance of this deed, forever covenant and agree for himself/themselves, and his/their heirs, administrators, executors and assigns, to be bound by the Protective Covenants established for this subdivision by the Declaration of Protective Covenants dated December 27, 1984, duly recorded in the York County Registry of Deeds, Book 3439, Page 140, and further agree(s) to become a member of the Frost Hill Homeowners’ Association and to pay the annual assessment made by the Frost Hill Homeowners’ Association for charges of administration, upkeep, maintenance and repairs of the private right of way described in this deed for the purpose of the general welfare and safety of all lot owners therein, pursuant to the terms of the “Homeowners’ Association: Annual Charges”, clause of such declaration of Protective Covenants.”

**16. Term; Amendment:**

These covenants shall remain in full force and effect in perpetuity unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. One signature per lot shall suffice.

**17. Enforcement**

Enforcement of these covenants and restrictions shall be by 1) the Architectural Review and Advisory Committee; 2) by any aggrieved lot owner of record by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. The prevailing party in such action shall be entitled to recover against the unsuccessful party their reasonable attorney’s fees and costs incurred in such enforcement proceeding. However, in order to maintain mutual respect and harmony in the neighborhood, no such action shall take place without the owner of record initiating the action, first discussing the matter with the other owner of record in person, to see if an amicable resolution can be achieved. If it cannot the matter should be referred for resolution to the Advisory committee. The decision of the Advisory committee shall be binding, and no action with the court shall be filed by either party unless the owner acquires an instrument signed by a majority of the then lot owners of record agreeing with said action.



### **18. Separability**

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

### **19. Hunting and Fishing**

No hunting, fishing, trapping or otherwise taking of wild animals, game or birds within this total subdivision. Specifically, there is no discharging of any firearms permitted within the real property of this subdivision.

### **20. Compliance with Zoning Regulations**

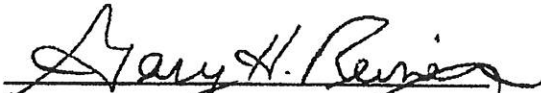
Compliance with zoning restrictions of the Town of Eliot, Maine in effect at the time of any construction shall be required if such zoning is more restrictive than certain of the above restrictions.


### **21. Notices**


Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Town of Eliot, Maine at the time of such mailing.


Witness:

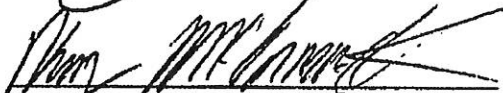
In Witness whereof, we the undersigned, constituting a majority of the owners of record of the Frost Hill Subdivision do set our hand and seal on this the 7<sup>th</sup> day of September 2020,

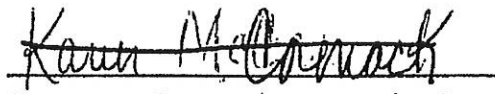
  
\_\_\_\_\_  
Gary H. Reiner, owner lot 3


  
\_\_\_\_\_  
Bonnie L. Reiner, owner lot 3

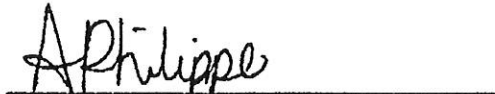
  
\_\_\_\_\_  
Jeffrey M. Lothrop, owner lot 4

  
\_\_\_\_\_  
Karen A. Guiliano, owner lot 4

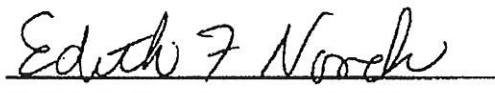
  
\_\_\_\_\_  
Kerry McCormack, owner lot 5

  
\_\_\_\_\_  
Karen McCormack, owner lot 5  
*Karen McCormack*

  
\_\_\_\_\_  
Catherine M. Tarbox, owner lot 6

  
\_\_\_\_\_  
Aureila Philippe, owner lot 6

  
\_\_\_\_\_  
Richard S. Norek, owner lot 8


  
\_\_\_\_\_  
Edith F. Norek, owner lot 8

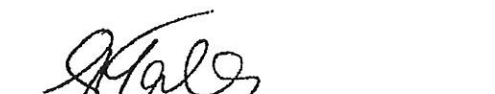
\_\_\_\_\_  
Douglas John Forman, owner lot 9

\_\_\_\_\_  
Alison J. Forman, owner lot 9

\_\_\_\_\_  
Robert E. Collins, owner lot 10


\_\_\_\_\_  
Ann K. Collins, owner lot 10


  
\_\_\_\_\_  
Anna W. Yates, owner lot 11


  
\_\_\_\_\_  
Simon R. Yates, owner lot 11

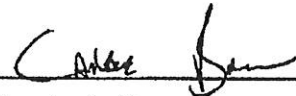
\_\_\_\_\_  
Arthur V. Dove, owner lot 12

\_\_\_\_\_  
Anne L. Dove, owner lot 12

  
\_\_\_\_\_  
John Michael Smutek, owner lot 13

  
\_\_\_\_\_  
Claire C. Smutek, owner lot 13

  
\_\_\_\_\_  
Patrick M. Bacon, owner lot 14

  
\_\_\_\_\_  
Carrie A. Bacon, owner lot 14

State of Maine

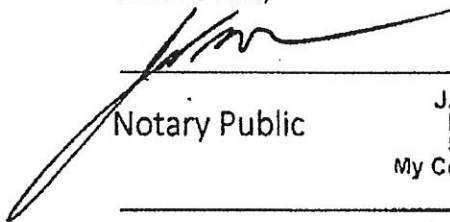
County of York, SS

September 8<sup>th</sup> 2020

**SEAL**

Personally appeared the above-named Karen M. McCormack and acknowledged the foregoing instrument to be her free act and deed.

Before me,

  
\_\_\_\_\_  
Notary Public

JACOB MORAN  
NOTARY PUBLIC  
State of Maine  
My Commission Expires  
May 1, 2022

Print Name Jacob Moran

My commission expires 09/01/2022