

**RESTATED COMPREHENSIVE DECLARATION OF  
PROTECTIVE COVENANTS, RESERVATIONS,  
RESTRICTIONS AND EASEMENTS  
OF  
PARKER NECK  
[VERSION DATE JANUARY 2, 2008]**

# TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I DEFINITIONS.....	2
ARTICLE II MODIFICATIONS, VARIANCES AND SUPPLEMENTAL DECLARATIONS	
Section 2.1 Amendments to Declaration.....	6
Section 2.2 Variances Benefiting Single Lots.....	7
Section 2.3 Permitted Subdivisions of Existing Lots.....	7
Section 2.4 Subjecting Additional Land on Parker Neck to this Declaration.....	7
ARTICLE III COMMON RIGHTS AND EASEMENTS.....	8
ARTICLE IV PROTECTIVE COVENANTS AND RESTRICTIONS	
Section 4.1 Construction and Building Covenants and Restrictions.....	9
Section 4.2 Conditions and Restriction Only Applicable to Parker Head Colony .....	13
Section 4.3 Conditions and Restriction Only Applicable to Parker Head Southwest.....	14
Section 4.4 Conditions and Restrictions Only Applicable to Lots Not in Parker Head Colony Or Parker Head Southwest .....	15
Section 4.5 General Restrictions and Conditions Applicable to All Lots.....	16
ARTICLE V ASSOCIATION MEMBERSHIP.....	18
ARTICLE VI ENFORCEMENT.....	18
ARTICLE VII PREDECESSOR LEGAL DOCUMENTS SUPERSEDED IN PART.....	18

## PREAMBLE

WITNESS THIS RESTATED COMPREHENSIVE DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS [Version Date January 2, 2008], made this 31<sup>st</sup> day of March, 2009, (the "Declaration") (all other capitalized terms herein having that meanings set forth in Article I).

WHEREAS, Parker Neck Association (the "Association") is a non-profit corporation whose members are the Lot Owners, such Lot Owners owning certain single family residential property in the community of Parker Neck, in the Town of Phippsburg, County of Sagadahoc, State of Maine; and

WHEREAS, the Association's purposes include the governance, operation and maintenance of common functions and facilities and the maintenance and enforcement of a Common Scheme of Restrictions, Conditions and Rights designed to maintain the character of the Parker Neck community for the benefit of all Lot Owners; and

WHEREAS, said Common Scheme of Restrictions, Conditions and Rights has been set forth in various Predecessor Legal Documents, including without limitation prior "Rules and Regulations Parker Neck Association" of the Association; and

WHEREAS, the Association and the Lot Owners desire to restate and amend in certain respects the Common Scheme of Restrictions, Conditions and Rights and to consolidate the terms and conditions of the Common Scheme of Restrictions, Conditions and Rights.

NOW, THEREFORE, the Association and the Lot Owners hereby declare that the Parker Neck Association Lots and the Common Property shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the protective covenants and restrictions, the reservations and exceptions and the common rights and easements, hereinafter set forth, all of which are declared to be in furtherance of a uniform scheme for the development and use of the property and that said protective covenants, reservations and common easements are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the Lots located thereon, to create mutual, equitable servitudes upon each of the Lots in favor of each and all other Lots therein and to create reciprocal rights and privities of contract and estate between all persons acquiring or owning any interest in any portion of the property, and shall be deemed to run with the land and be a burden and benefit to and enforceable by the Association and all such Lot Owners and persons.

## **ARTICLE I DEFINITIONS**

The following words, shall, as used herein, have the following meanings:

### **Section 1.1 Association**

The term "Association" shall mean Parker Neck Association, a Maine non-profit corporation whose principal office is located in the Town of Phippsburg, County of Sagadahoc, State of Maine.

### **Section 1.2 Bylaws**

The term "Bylaws" shall mean those Amended and Restated Bylaws of Parker Neck Association [Version Date January 2, 2008], recorded herewith in the Sagadahoc County Registry of Deeds [at Book \_\_, Page, et seq.], as such Bylaws may be amended from time to time.

### **Section 1.3 Common Property**

The term "Common Property" shall mean all interests in real property owned by the Association and all other real property leased, operated or maintained by the Association. Such term shall include, without limitation, the Roads, the "Common Area" which is shown on the Parker Head Colony Phase I Plan and the Parker Head Southwest Plan and the property owned by the Association as of the date of adoption of this Declaration which abuts Parker Head Road.

### **Section 1.4 Common Scheme of Restrictions, Conditions and Rights**

The term "Common Scheme of Restrictions, Conditions and Rights" shall have that meaning set forth in the Bylaws.

### **Section 1.5 Confirming Lot Owners**

The term "Confirming Lot Owners" shall mean those Lot Owners who have properly executed and delivered "Declarations and Confirmations" (defined below) which have become effective as set forth in the Bylaws and this Declaration; provided, however, that a Lot Owner will only become a Confirming Lot Owner from and after the date of the effectiveness of such Lot Owner's Declaration and Confirmation. A Lot Owner may become a Confirming Lot Owner following the effective date of this Declaration and the Bylaws only upon (i) delivery of a Declaration and Confirmation, with such modifications as may then be required by the Board of Directors of the Association. (ii) compliance with the other terms and conditions of this Declaration and (iii) satisfaction of such other conditions as the Board of Directors may

establish.

### **Section 1.6 Declaration and Confirmation**

The term "Declaration and Confirmation" shall have the meaning set forth in the Bylaws.

### **Section 1.7 Lot**

The term "Lot" shall mean and include each of the following lots:

- A. Each of the lots 1 through 10 as shown on the Parker Head Colony Phase I Plan; provided, however, that each portion of such lots which is properly subdivided now or in the future pursuant to the terms hereof shall each be treated as a separate Lot (including, without limitation, the subdivided portions of lots 4, 6 and 10);
- B. Each of the lots 11 through 20 as shown on the Parker Head Colony Phase II Plan;
- C. Each of the lots 1C, 5C, 6C, 7C, 1M, 2M, 3M, 4M, 5M, 6M, 7M, 4D, 5D, 6D, 7D, 8D and 9D, all as shown on the Parker Head Southwest Plan;
- D. The lot which is identified as "Other Land of Craig Linscott" on the Parker Head Southwest Plan;
- E. Each of the two lots comprising the eastern and western portions of the tract identified as "Other Land of Dorothy Linscott" on the Parker Head Southwest Plan, which Lots are more particularly described in (i) that Warranty Deed dated December 11, 2001 from J.D. Vazzano and Robert A. Mayer to John A. Quelch, recorded in the Sagadahoc County Registry of Deeds at Book 1945, Page 185 and (ii) that Warranty Deed dated March 1, 1992 from John C. Traficonte and Arthur S. Traficonte to Edwin Toombs, recorded in the Sagadahoc County Registry of Deeds at Book 1109, Page 294;
- F. That lot which is identified as "Pejepscot Associates" on the Parker Head Colony Phase I Plan, which has a common boundary line with Lot 1 as shown on such plan; which lot acquired easement rights in the Roads and Common Property, as well as membership in the Association, pursuant to that "Easement" from the Association to William F. Slattery dated November 16, 1998 and recorded in the Sagadahoc County Registry of Deeds in Book 1647, Page 38;
- G. Any property which becomes a Lot through the processes described in this Declaration and the Bylaws.

### **Section 1.8 Lot Owner**

The term "Lot Owner" at any given time shall mean the owner of a Lot at such time. A Lot Owner shall cease to be a Lot Owner upon the sale, transfer or other disposition of such Lot Owner's interest in such Lot. An owner of property not previously subject to the Declaration or of property previously part of a larger Lot which has been subdivided pursuant to processes described in this Declaration and the Bylaws, shall become a Lot Owner from and after the time the Lot becomes subject to this Declaration, or from and after the date of subdivision, as the case may be.

### **Section 1.9 Members**

The term "Members" shall mean the "Members" of the Association, as such term is defined in the Bylaws.

### **Section 1.10 Non-Confirming Lot Owner**

The term "Non-Confirming Lot Owner" shall mean any Lot Owner who is not a Confirming Lot Owner.

### **Section 1.11 Parker Head Colony**

The term "Parker Head Colony" shall mean (i) Lots in Parker Head Colony Phase I, (ii) Lots in the Parker Head Colony Phase II and (iii) any Lots which are permitted subdivisions of the foregoing. Such term shall exclude the Lot identified in Section 1.7, subsection F.

### **Section 1.12 Parker Head Colony Phase I**

The term "Parker Head Colony Phase I" shall mean (i) Lots 1 through 10 as shown on the Parker Head Colony Phase I Plan and (ii) any Lots which are permitted subdivisions of the foregoing. Such term shall exclude the Lot identified in Section 1.7, subsection F.

### **Section 1.13 Parker Head Colony Phase I Plan**

The term "Parker Head Colony Phase I Plan" shall mean that plan entitled "Parker Head Colony (Subdivision), Phippsburg, Maine, Final Plan," dated September 27, 1984, by Sagadahoc Land Surveying Service, recorded in the Sagadahoc County Registry of Deeds in Plan Book 21, Page 73.

**Section 1.14 Parker Head Colony Phase II**

The term "Parker Head Colony Phase II" shall mean Lots 11 through 20 as shown on the Parker Head Colony Phase II Plan.

**Section 1.15 Parker Head Colony Phase II Plan**

The term "Parker Head Colony Phase II Plan" shall mean that plan entitled "Final Sub-Division Survey Plan of Parker Head Colony - Phase II, Phippsburg, Maine, for Parker Head, a Maine Corporation," dated February 23, 1987, by Michael Haskell Associates, recorded in the Sagadahoc County Registry of Deeds in Plan Book 23, Page 79.

**Section 1.16 Parker Head Point**

The term "Parker Head Point" shall mean that land described as "Land N/F Parker Head" and "Land N/F Adah Ginn" on the Parker Head Colony Phase II Plan, such land being in the southeast corner of the Parker Neck peninsula; such land and the lots located on such land also being shown on that plan entitled "Final Subdivision Plan of Parker Head Point Parker Neck Phippsburg, Maine for Parker Head A Maine Corporation," dated November 12, 2002, by Back Bay Boundary, Inc. and recorded in the Sagadahoc County Registry of Deeds in Plan Book 38, Page 3.

**Section 1.17 Parker Head Southwest**

The term "Parker Head Southwest" shall mean those Lots identified in Section 1.7, subsections C, D and E.

**Section 1.18 Parker Head Southwest Plan**

The term "Parker Head Southwest Plan" shall mean that plan entitled "Final Plan of Parker Head-Southwest," dated May 28, 1975, by Howard F. Babbidge, recorded in the Sagadahoc County Registry of Deeds in Plan Book 11, Page 51.

**Section 1.19 Parker Neck**

The term "Parker Neck" shall mean the peninsula shown on the Parker Head Colony Phase I Plan, such peninsula being comprised of lots 1 through 10 as shown on such Plan and all land on said peninsula which is south of lot 10.

**Section 1.20 Parker Neck Association Lots**

The term "Parker Neck Association Lots" shall mean all of the Lots.

**Section 1.21 Predecessor Legal Documents**

The term "Predecessor Legal Documents" shall have the meaning set forth in the Bylaws.

**Section 1.22 Roads**

The term "Roads" shall mean (i) those interests in real property, including easement rights, conveyed by Parker Head, a Maine Corporation, to the Association by that deed recorded in the Sagadahoc County Registry of Deeds in Book 962, Page 282, (ii) those interests in real property, including easement rights, conveyed by Freeman C. Linscott, et al, to the Association by that deed recorded in the Sagadahoc County Registry of Deeds in Book 962, Page 285, other than the interests in real property described as the "Common Area" in such deed, but including the rights of access to the "Common Area" as described in such deed; and (iii) any other interests in roadways conveyed to the Association previously or in the future. Such Roads identified in clauses (i) and (ii) are also shown in part on the Parker Head Colony Phase I Plan, the Parker Head Colony Phase II Plan and the Parker Head Southwest Plan. The term "Roads" does not include roadways and access easements which are owned and operated by individual Lot Owners or groups of Lot Owners, such as Herbert Drive or Kindred Way.

**Section 1.23 Supplemental Declarations**

The term "Supplemental Declarations" shall have the meaning set forth in Section 2.1.

**ARTICLE II**

**MODIFICATIONS, VARIANCES AND SUPPLEMENTAL DECLARATIONS**

**Section 2.1 Amendments to Declaration**

This Declaration may be amended from time to time pursuant to procedures set forth in the Bylaws for such amendments, which procedures include the recording of such amendments in the real property records of Sagadahoc County, State of Maine (such recorded documents referred to as "Supplemental Declarations"). No such amendment shall render invalid any use of any of the Parker Neck Association Lots or Common Property existing in accordance with this Declaration at the time of recording such amendment.

### **Section 2.2 Variances Benefiting Single Lots**

A Lot Owner may apply to the Association for a variance from a term or condition of the Declaration and Bylaws or from other rules and regulations of the Association. Such variance shall be deemed approved upon approval by a vote of 70% of all of the Members of the Association at a meeting of the Association, provided, however, (i) any variance from the terms of Section 4.2 shall also require the approval by vote of 70% of all of the Lot Owners of Lots in Parker Head Colony (such term being defined to include both Phases I and II) and (ii) any variance from the terms of Section 4.3 shall also require the approval by vote of 70% of all of the Lot Owners of Lots in Parker Head Southwest. No Lot Owner shall have the right to have a variance granted. Any request for a variance may be denied for any reason or for no reason and no prior action or pattern of action is relevant or creates any precedent or entitlement with respect to any particular variance request. Attached as Schedule 2.2 to this Declaration is a listing of variances which are agreed to be approved and are confirmed hereby as approved. Following the approval of any new variance of a term or condition of the Declaration or the Bylaws, the Secretary shall file in the real property records of Sagadahoc County, State of Maine, a Supplemental Declaration containing an amendment to Schedule 2.2 of this Declaration, appending a description of such approved variance to Schedule 2.2, at which time such variance shall be effective. Any Lot Owner seeking a variance is encouraged to give notice of the nature of the requested variance to each Member of the Association prior to the meeting at which the vote is conducted on the variance, such notice being in addition to any other notices required to be given by the Bylaws or this Declaration in connection with the variance request and the meeting at which the vote is held.

### **Section 2.3 Permitted Subdivisions of Existing Lots**

When a Lot is subdivided pursuant to the terms and conditions of this Declaration, each resulting lot shall become a "Lot" for purposes of this Declaration and the Bylaws and each owner of such Lots shall become a "Lot Owner" for purposes of this Declaration and the Bylaws. Upon the occurrence of such a subdivision, the Secretary of the Association shall file in the real property records of Sagadahoc County, State of Maine, a Supplemental Declaration documenting such subdivision and containing an amendment to Section 1.7 of this Declaration which identifies such new Lot as a Lot.

### **Section 2.4 Subjecting Additional Land on Parker Neck to this Declaration**

A single family residential lot which is not subject to this Declaration and which is either located in Parker Head Point or shares a common boundary with any Lot, may become a "Lot" hereunder and its owner may become a "Lot Owner" and "Member" hereunder upon the occurrence of all of the following: (i) application by such owner requesting admission as a Member and Lot Owner, (ii) such owner satisfying all conditions established by the Board of Directors of the Association in connection with such application, (iii) 70% of all of the Members of the Association voting to approve such application and admittance, at a meeting of the Members of the Association, and (iv)

the execution, by the prospective Lot Owner, and the recording of a Supplemental Declaration subjecting such lot to this Declaration and the Bylaws, such Supplemental Declaration incorporating any and all required conditions and restrictions as shall be established by the Board and approved by the Members, and such Supplemental Declaration otherwise being in form satisfactory to the Board and counsel for the Association.

### **ARTICLE III** **COMMON RIGHTS AND EASEMENTS**

Each Lot shall be deemed to be subject to and benefitted by, as the case may be, the following:

- A. Road Access. A right-of-way for all purposes over and along the Roads in common with the other Lot Owners and any other party having such rights, provided, however, that such right shall be subject to such terms, conditions and regulations which may be established from time to time by the Board of Directors of the Association.
  
- B. Other Common Property. The right to access and use the other Common Property in common with the other Lot Owners, provided, however, that such right shall be subject to such terms, conditions and regulations which may be established from time to time by the Board of Directors of the Association. The Board shall have the power to prohibit any particular use of such other Common Property, in its discretion. The use of such other Common Property (including the "Common Area" which is shown on the Parker Head Colony Phase I Plan and the Parker Head Southwest Plan, but excluding the Roads) shall be subject to the following restrictions and conditions:
  1. Usage. Usage is limited to Lot Owners and their guests. Unless otherwise expressly determined by the Board of Directors of the Association, the use of such Common Property shall be for the passive recreational enjoyment of the Lot Owners and their guests. Lot Owners and their guests will not engage in any activity that would limit the access or enjoyment of other residents. The Board of Directors of the Association may establish rules and regulations from time to time governing the use of the Common Property.
  
  2. Liability. Lot Owners and their guests understand and agree that any use of the Common Property is at their own risk. The Association, its Board of Directors and Officers and its Members shall not be liable for any accident, injury, damage or loss incurred by residents or guests who choose to use such Common Property for any purpose.

3. Trash, Noise and Nuisance. Lot Owners and their guests shall not engage in any activity producing odors, smoke, noise, or any other condition obnoxious or unsightly to other residents. Lot Owners and their guests shall be responsible for removing litter from the grounds and shorefront and for ensuring that litter and debris are not deposited onto adjacent land or water. There will not be any refuse receptacles placed on the Common Property. It is the responsibility of Lot Owners and their guests who use such other Common Property to keep it clean and neat.
4. Privacy. Lot Owners and their guests shall respect the privacy of those Lot Owners whose property abuts the Common Property, and will not trespass on private property.
5. Alteration. No clearing or removal of vegetation, stones, dirt, or improvement or alteration of the existing natural landscape is permitted without the express knowledge and approval of the Board of Directors of the Association.
6. Applicability of General Rules. The enumeration of the restrictions and conditions set forth in items 1 through 5 directly above is not intended to imply that these are the only restrictions and rules applicable to the Common Property. Other terms and conditions of the Declaration and Bylaws, as well as any other rules and regulations established by the Board of Directors from time to time, shall in fact apply to the Common Property.

The Association shall have such powers with respect to the Common Property as are set forth in the Bylaws. Notwithstanding the foregoing, the Association's obligations with respect to Common Property are limited as set forth in the Bylaws, including, without limitation, Section 2.2 of the Bylaws.

#### **ARTICLE IV**

### **PROTECTIVE COVENANTS AND RESTRICTIONS**

#### **Section 4.1 Construction and Building Covenants and Restrictions**

- A. Construction Approval Process.
  1. Projects Subject to Approval. Approval of the Board of Directors is required for the following improvements to any Lot:

- a. The construction or modification of any improvement that requires a building permit from the Town of Phippsburg;
- b. The construction or modification of any driveway or any curb-cut into any part of the Roads;
- c. Installation of any perimeter fence which is greater than three (3) feet in height; or
- d. Any improvement or modification that affects the external appearance of the Lot or its improvements as seen from other Lots or the Roads

See Subsection 4.1 A. 3. below for the bases upon which the Board may disapprove of projects submitted for Board review under this Subsection 4.1 A. 1.

## 2. Application Process.

- a. Application Submittal. Prior to the commencement of any work on any project that is subject to approval, the Lot Owner must submit an application containing all application materials identified below, such submittal to be made to the President or the Secretary. A copy of such materials shall be delivered to the abutters by the Board and the abutters shall be afforded at least 21 days for consideration and comment to the Board.
- b. Application Materials. The application materials to be submitted by the Lot Owner shall include:
  - (i) A site plan, based on a survey prepared by a surveyor licensed in the State of Maine, showing building envelopes with setback measurements, building locations, driveways, wells, septic systems and any areas where trees are to be cut in the buffers (the buffers being the areas between the setback lines and the Lot boundary lines);
  - (ii) Floor plans clearly showing overall dimensions and interior square footage (the square footage calculation shall not include square footage for garages, unfinished basements, attics or unheated porches);
  - (iii) Building elevations clearly showing overall dimensions and overall height above original mean grade;

- (iv) A cover letter indicating the exterior finish materials, the Lot Owner's current contact information (phones, address, e-mail addresses, if any), the anticipated date for commencement of the work and the contact information for the contractor;
- (v) With respect to Lots in Parker Head Southwest, such additional information on the design of the buildings as is necessary to understand the appearance of the buildings, including, without limitation, full elevations, material descriptions, and colors; and
- (vi) A check payable to the Association for a construction road use fee in an amount set by the Board from time to time.

One full size set of drawings and other materials must be submitted, along with 12 sets of materials in 8 ½" X 11" size, with all materials being clearly legible. Lot Owners are also encouraged to submit the required materials electronically. If this is done, only one set of 8 ½" X 11" materials must be submitted, along with the full size set of drawings and materials. In addition, electronic submission can reduce the time needed for Board review.

- c. Time Period for Board Deliberation and Approval. The Board will endeavor to approve or disapprove the application within 30 days of submittal of all required application materials.
3. Board Approval. The Board shall take into consideration the comments of abutters prior to approving any application, provided that the Board is not required to act in a manner requested by any abutter. Any Board disapproval of a project must be based upon a failure of the project to comply with (i) the terms and conditions of the Bylaws or the Declaration, (ii) Town rules regulations or ordinances, or (iii) with respect to a Non-Confirming Lot Owner, the terms and conditions of the Predecessor Legal Documents; all of the foregoing being subject to Subsection 4.1 A. 6. below. The approval by the Board shall be by simple majority vote of the Directors. Such Directors may be polled separately for such vote and no formal meeting shall be required unless so requested by any Director. The President, Treasurer or Secretary shall document any approval by signing an appropriate approval document, which shall be transmitted to the Lot Owner, with a copy being kept with the minutes of the Board.

4. Commencement of Work on a Project. No work may begin on any project which is subject to approval until the Board has approved such project as provided herein. Any notices required by the Board to be posted on the job site must be posted prior to the commencement of any work
5. Lot Owner Obligations to Comply with the Application. The Lot Owner shall construct all improvements in accordance with the approved submittals; the obligation to construct improvements in accordance with such approved plans being an obligation of such Lot Owner under this Declaration, enforceable by the Association and by other Lot Owners.
6. Effect of Approval. Any Board approval shall not constitute a variance from any terms or conditions of the Declaration or the Bylaws, all such variances to be requested and granted or denied pursuant to Section 2.2 of this Declaration. The Association and / or any Lot Owner may pursue enforcement of any of the terms and conditions of this Declaration or any other obligations of Lot Owner that are not being complied with by Lot Owner, notwithstanding any Board approval of plans under this subsection.

B. Blasting.

If blasting is required, neighbors (abutters and others who might be affected) must be notified a minimum of 5 days in advance, with notice being given in writing to the official Notice and Billing Addresses on file with the Secretary. Lot Owner will also endeavor to give such notice by e-mail where practicable.

C. General Construction Requirements.

1. All structures erected on any Lot shall be promptly and expeditiously completed as to their exterior including finish, painting, and/or staining, within eighteen (18) months after construction has commenced (commencement of the building process is defined as the date of issuance of the building permit).
2. All such structures on any Lot shall be finished in neatly applied clapboard, shingles, stucco, log siding, stone, masonry, or other similar so-called finished sidings. No tarpaper, tar shingles, or other types of tarred siding are allowed except as underlayment before application of approved sidings. Mobile home types and trailer homes are prohibited.
3. All dwellings on any Lot shall be of the single-family residential, permanent type, and shall be of sound design and construction commensurate with the accepted standards of the State of Maine and/or local building codes. Installation of

plumbing, heating pipe and equipment, and electrical wiring and equipment must be commensurate with accepted standards observed by the State of Maine.

D. Aesthetics and Buffering.

1. The location of the house on its Lot (as with other structures and subsequent additions to the house) shall be chosen with consideration of the positions of houses on adjacent Lots. This is to preserve, where practicable, the line-of-sight values of neighbors and to preserve, where practicable, amenities of adjacent Lots. Every effort must be maintained to maximize the distances between houses. Approval of the plans pursuant to Section 4.1, subsection A by the Board shall conclusively establish that the approved plans meet and comply with the foregoing conditions of this subsection D, item 1.
2. Buildings should be screened from houses on other Lots and the Roads with shrubbery and trees to the extent reasonably practicable. To this end, trees and shrubs between the side set-back lines and the side boundary lines, and between the front set-back lines and the Roads, shall be preserved to the extent needed to screen buildings from houses on other Lots and from the Roads.

E. Waste Disposal.

Disposal of household waste shall meet the requirements of the Division of Sanitary Engineering, State of Maine Department of Health and Welfare or its successor, as well as the plumbing code and ordinances of the Town of Phippsburg.

F. Fences.

Perimeter barbed wire fencing is not permitted. See Subsection 4.1 A. 1. c. for the requirement that approval be obtained prior to constructing certain fences.

G. Driveways, Culverts and Other Structures.

Lot Owners are responsible for the establishment and maintenance of culverts relative to their driveway and curb cut.

**Section 4.2 Conditions and Restrictions Only Applicable to Parker Head Colony**

All Lots in Parker Head Colony, Phases I and II, including permitted subdivisions of such Lots (all such Lots being described in subsections 1.7, subsections A and B), shall be subject to the following restrictions and conditions:

A. Number of Structures and Size.

All Lots shall be limited to one main single family residential house, which shall have a minimum living area (excluding unfinished basements, attics, unheated porches and garage areas) of two thousand (2,000) square feet and a minimum width of thirty (30) feet over seventy (70) percent of the house, plus a compatible guest house and the usual accessory buildings. This restriction is not intended to eliminate ells and breezeways. Temporary garage/storage-like structures are prohibited.

B. Set Backs.

On all Lots there shall be a sideline setback of fifty (50) feet on all buildings, a setback from the center of the Roads of one hundred (100) feet, and the setback from the water shall be as follows: (i) with respect to Lots in Parker Head Colony Phase I, two hundred fifty (250) feet from the normal high water mark of the Kennebec River and one hundred (100) feet from the normal high water mark of the Mill Pond; and (ii) with respect to Lots in Parker Head Colony Phase II, one hundred twenty five (125) feet from the normal high water mark of the Kennebec River and the Mill Pond, provided, however, that within this one hundred twenty five (125) feet there shall be no building or construction of structures of any kind, including, without limitation, houses, garages, boathouses, decks, fences, seawalls, docks, piers, wharfs, or other similar structures or buildings, it being intended that such land be retained in its open, wild and scenic state.

C. Subdivision of Lots.

Original Lots 1 through 10 in Parker Head Colony may be subdivided into no more than two (2) lots; original Lots 11 through 20 in Parker Head Colony cannot be subdivided.

**Section 4.3 Conditions and Restrictions Only Applicable to Parker Head Southwest**

All Lots in Parker Head Southwest (all such Lots being described in subsections 1.7 C, D and E) shall be subject to the following restrictions and conditions:

A. Number of Structures and Size.

All Lots shall be limited to one main single family residential house, which shall have a minimum living area (excluding unfinished basements, attics, unheated porches and garage areas) of one thousand (1,000) square feet, plus a compatible guest house and the usual accessory buildings. Temporary garage/storage-like structures are prohibited.

B. Set Backs.

On all Lots there shall be a sideline setback of twenty (20) feet on all buildings, a set back from the center of the Roads of seventy-five (75) feet, and a set back from the water of one hundred (100) feet.

C. Subdivision of Lots.

No Lot (no matter how large) may be subdivided.

D. Location and Design Considerations.

In deciding whether to approve an application for improvement under Section 4.1 A for a Lot in Parker Head Southwest, the Board shall be entitled to consider the location and design of the buildings and may condition its approval upon satisfaction of requirements it establishes related to such location and/ or design. All such conditions must be reasonable, with latitude being given to the Board in making a determination on what is reasonable. All such conditions and requirements established by the Board shall be deemed to be covenants enforceable under this Declaration.

**Section 4.4 Conditions and Restrictions Only Applicable to Lots Not in Parker Head Colony Or Parker Head Southwest**

A. Parker Head Point.

Any Lots located in Parker Head Point shall be subject to the conditions and restrictions contained in Section 4.2 which are applicable to Lots in Parker Head Colony Phase I. No Lots in Parker Head Point may be subdivided.

B. Pejepscot Associates Lot.

The Lot identified in Section 1.7, subsection F, and shown as the "Pejepscot Associates" lot on the Parker Head Colony Phase I Plan, shall be subject to those conditions and restrictions set forth in Section 4.2 which are applicable to Lots in Parker Head Colony Phase I. Such Lot may not be subdivided.

C. Lots Becoming Subject to this Declaration Subsequent to the Effective Date of This Declaration.

It is contemplated that any lot which becomes a Lot subsequent to the effective date of

this Declaration pursuant to Section 2.4 may be subjected to conditions and restrictions as set forth in Section 2.4. The Supplemental Declaration containing such conditions and restrictions may separately state such conditions and restrictions or may set forth an amendment of this Section 4.4 which identifies the Lot and the pertinent conditions and restrictions.

**Section 4.5 General Restrictions and Conditions Applicable to All Lots**

A. Business and Commercial Use.

No commercial establishments will be allowed. Resident professionals may meet with clients at their residences, provided that off-road parking conditions are adequate. No sign may be posted for any of these activities.

B. Speed and Motor Vehicle Operation.

Maximum speed on the Roads shall be twenty (20) miles per hour **or such other speed as may be established by the Board of Directors from time to time.** No person may operate a motor vehicle on the Roads unless he or she is legally allowed to operate on a public highway. Association Members shall advise their workers and guests to observe the speed limit. The use of motorized recreational vehicles on the Association Roads must comply with Maine State law Title 12 – Section 13157, or such other laws and regulations as may then be applicable. This is not meant to exclude the use of ATV's as utility vehicles on private property.

C. Parking.

No overnight parking on the Roads will be allowed, nor will the obstruction of the Roads in any manner be permitted.

D. Vehicle Use and Storage.

No trucks, commercial vehicles, or tractors shall be stored or parked on any property, except service or delivery trucks in the course of business with a resident, pick-up trucks or tractors owned by a resident for his or her personal use, or trucks and contractor's equipment employed temporarily in the construction of a building or other improvements on a Lot Owner's property. Parking and/or outside storage of unregistered motor vehicles will not be permitted.

E. Road Damage and Excessive Use.

Passage of heavy trucks over the Roads during the months of the spring thaw shall be avoided. The Board may prohibit heavy vehicle traffic during periods when it determines that excessive damage may occur due to weather and/ or ground conditions. The Board may levy a special charge for Road repair on any Lot Owner for Road damage caused at any time by the Lot Owner, its family, guests, invitees and contractors, the Lot Owner being responsible for its family, guests, invitees and contractors. The Board may also levy other fees related to Road use, as it deems appropriate, including without limitation, construction Road use fees.

F. Animals and Livestock.

Domestic animals shall be restrained to prevent any nuisance to the residents of adjoining properties. Animals shall not be allowed to roam unattended beyond a resident's property line. The keeping of hoofed/farm animals is prohibited.

G. Noise and Nuisance.

No resident, guest, tenant or contractor employed by the same shall engage in any activity producing odors, smoke, noise, or any other condition obnoxious or unsightly to other residents, including disturbance of radio and television reception. Garbage cans and trash shall not be visible from the roads or adjacent properties. Residents shall be responsible for removing litter from their roadways and shorefronts, and for ensuring that oil, building materials, and other debris are not deposited onto adjacent land or water.

H. Burning.

Open burning shall be permitted only in accordance with the Town of Phippsburg and State of Maine laws, rules, regulations and ordinances.

I. Hunting.

No hunting will be permitted, except for duck and geese hunting during the regular season, and then only with written permission of the property owner. The firing of rifles is not permitted. The use of any firearms is not permitted where it will endanger persons, domestic animals, buildings, or other property.

J. Camping.

No camping will be permitted. Occupancy of tents, trailers, truck campers, and all similar shelters is prohibited.

**ARTICLE V**  
**ASSOCIATION MEMBERSHIP**

Each Lot Owner shall, during the period of his ownership and by virtue of said ownership, be a Member of the Association as, and to the extent provided in the Bylaws, and with those rights and obligations set forth in the Bylaws.

**ARTICLE VI**  
**ENFORCEMENT**

The provisions of this Declaration may be enforced by the Association or by any Lot Owner or Owners, subject to any limitations set forth herein and in the Bylaws.

**ARTICLE VII**  
**PREDECESSOR LEGAL DOCUMENTS SUPERCEDED IN PART**

This Declaration and the Bylaws supersede the terms of the Predecessor Legal Documents as and to the extent set forth in the Bylaws. By way of illustration and without limitation, (i) all prior "Rules and Regulations of Parker Neck Association" are superseded by the terms and conditions of this Declaration and the Bylaws and (ii) as set forth in Article XIII of the Bylaws, obligations of Non-Confirming Lot Owners under the Predecessor Legal Documents remain in full force and effect.

IN WITNESS WHEREOF, the said Association has caused this instrument be executed by Oliver Desmarck, thereunto duly authorized this 31<sup>st</sup> day of March, 2007.

WITNESS

[Signature]

Parker Neck Association

By: Oliver Desmarck

Its: President

After recording please return to:  
**H&B** Hopkinson, Abbondanza & Backer  
ATTORNEYS  
Attn. DDF  
P.O. Box 15236, Portland ME 04112

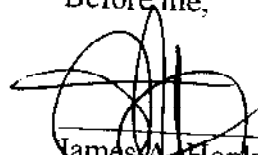
STATE OF MAINE

Cumberland, ss.

3/31, 2007/9

Then personally appeared the above-named Oliver Dominic and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of (owner).

Before me,



James A. Hopkinson  
Attorney at Law

**SCHEDULE 2.2**  
**TO**  
**RE STATED COMPREHENSIVE DECLARATION OF**  
**PROTECTIVE COVENANTS, RESERVATIONS,**  
**RESTRICTIONS AND EASEMENTS**  
**OF**  
**PARKER NECK**  
**[VERSION DATE JANUARY 2, 2008]**  
**(THE "DECLARATION" )**  
**SCHEDULE 2.2 DATE: AUGUST 25, 2008**

Listed below are the currently valid variances from the terms and conditions of the Declaration and Bylaws (all capitalized terms herein having the same meanings as set forth in the Declaration):

1. The set-back variance applicable to Lot 7, with the terms of such variance being as set forth in that "Amendment to Declaration of Restrictions and Conditions Property of Lynn T. Dominick and Oliver S. Dominick Lot #7, Parker Head Colony Phippsburg, Maine," dated June 10, 2000 and recorded in the Sagadahoc County Registry of Deeds at Book 1780, Page 50, and (b) the set-back variance applicable to such Lot 7 which is recorded in the Sagadahoc County Registry of Deeds at Book 1540, Page 164.
2. The set-back variance applicable to Lot 2 of Parker Head Colony Phase I which approves a 210 foot setback from the normal high water mark of the Kennebec River for buildings with the terms of such variance being set forth in more detail in that Consent to and Waiver of Certain Conditions and Restrictions of Subdivision Lot 2 Captain John Parker Road, Phippsburg, Maine dated June 7, 2008, and to be recorded prior hereto in the Sagadahoc County Registry of Deeds.
3. Set-back variances for the Lot identified in Section 1.7, Subsection F of the Declaration (sometimes referred to as the "Pejepscot Associates" Lot) as follows: When the house on such Lot was constructed it was and is agreed that the set-backs applicable to such Lot, for Parker Neck Association purposes, were 165 feet from the normal high water mark of the Kennebec River and 50 feet from the southerly boundary line of the Lot (these two set-back requirements are referred to as the "PNA Set-backs"). Since there is no Parker Neck Association land or Member Lots to the west of the Pejepscot Associates Lot or to the north of such Lot, there are no Parker Neck Association set-back requirements for the western boundary of such Lot or for the irregular northern boundary of such Lot. The PNA Set-backs are hereby acknowledged and agreed to be the applicable set-backs for Parker Neck Association purposes, and to the extent necessary are hereby acknowledged and agreed to be approved variances from the set-back requirements applicable to

Association Lots. Furthermore, it is acknowledged and agreed that there are no set-back requirements under the Bylaws or the Declaration for the westerly boundary and the irregular northerly boundary of the Pejepscot Associates Lot, as there are no Parker Neck Association Member Lots or land adjoining the Pejepscot Associates Lot on these boundaries. The terms of this paragraph and variance apply to existing structures and to future structures.

4. With respect to the Lots in Parker Head Colony Phase I which are located on the Mill Pond, the required set-back from the normal high water mark of the Mill Pond is acknowledged and agreed to be 100 feet. This acknowledgement and agreement is included here because under the Predecessor Legal Documents there is a lack of clarity as to the correct set-back requirement and it is desirable to bring clarity and closure to this question, regardless of what might have been determined absent this acknowledgement and agreement. To the extent that another set-back distance might have been determined to be applicable, it is acknowledged and agreed that a variance exists establishing a 100 foot set-back from the Mill Pond for such Lots.

**SAGADAHOC COUNTY**

*Barbara J. Trott*

Register of Deeds