

Bk 4213 Pg 18 #11818
10-16-2009 @ 02:16P

**RESTATED DECLARATION OF COVENANTS
ALEXANDER WAY HOMEOWNERS ASSOCIATION**

In this declaration, the *Declarant* is Alexander Development, LLC, a Massachusetts limited liability company. The *Plans* mean the plans entitled *Harbor Point Subdivision* and recorded in the Lincoln County Registry of Deeds in Plan Book 44, Page 56A and Page 57A. A *Lot* means any of Lots A through H as shown on the Plans. An *Owner* means any owner of any Lot, other than mortgagees or others who hold title solely as security. The *Association* means Alexander Way Homeowners Association, a Maine nonprofit corporation. *Utility Services* have the same meaning as set forth in ME. REV. STAT. ANN. tit. 33, § 458(2)(B).

DECLARATION

This declaration is made to insure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Lots; and to provide for the maintenance of the common access road serving the Lots. The Declarant, being the owner of all of the Lots except for Lot A, and Joyce Ruth Dinnar, Personal Representative of the Estate of Joyce E. Ruppert, on behalf of Lot A, hereby declare that the Lots are, and forever after shall be, held, transferred, sold, and conveyed subject to the covenants, restrictions, easements, liens, and charges set forth below, which shall run with the land and may be enforced by the Declarant, the Association, or any Owner. This declaration restates and replaces in its entirety the earlier declaration of covenants dated October 26, 2007, and recorded in the Lincoln County Registry of Deeds in Book 3930, Page 7.

COVENANTS, RESTRICTIONS, EASEMENTS, LIENS, AND CHARGES

1. No more than one dwelling designed for single-family occupancy, together with usual and ordinary outbuildings, such as a garage or storage shed, shall be erected on any Lot.
2. No Lot shall be used for any commercial purposes whatsoever, but shall be used solely for single-family residential purposes. This restriction shall not be construed to prevent the practice of professions, craft work, artistic endeavors, and similar occupations conducted within a private residence and not involving the sale or provision of goods or services on the premises.

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3. The use of each Lot shall at all times comply with all applicable laws, ordinances, and regulations. Nothing contained in this declaration shall in any way alter or amend the obligations of every Owner to comply with all applicable laws, ordinances, and regulations.

4. No mobile home, tent, trailer, shack, or other structure of a temporary character shall be permitted on any Lot. No recreational vehicle parked on a Lot may be occupied for dwelling purposes, at any time, and no recreational vehicle may be kept or stored on any Lot other than within a garage.

5. Each Lot must include adequate parking for the Owner(s) and guests. No parking shall be permitted on the road except of an occasional and temporary nature.

6. Trash, garbage, refuse, junk automobiles (including unregistered and/or inoperable road vehicles), or other waste shall not be maintained or kept on any Lot beyond a reasonable period of time necessary to arrange for its removal and shall be kept or maintained only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. No animals or poultry of any kind, other than domesticated house pets, shall be kept or maintained on any Lot.

8. No Lot may be further subdivided.

9. Every Lot includes an appurtenant easement to use the common access road, as shown on the Plans, for purposes of access to the Lot and to use any common utility services, but this easement is subject to the terms of this declaration and the bylaws, rules, and regulations of the Association, which shall not be inconsistent with this declaration. This easement includes the right to install utility services, which may be located above, under, or alongside the common access road. Every Lot crossed by the common access road or a utility line is burdened by the easements benefiting the other Lots.

10. The Association has the right to make decisions concerning the maintenance and improvement of the common access road and any common utility services (until such time as responsibility for such services is assumed by the Town of Boothbay Harbor or a public utility company, as appropriate). No Owner may independently undertake any such maintenance or improvement, except during the period before the Asso-

ciation has been formed, but such maintenance or improvement by an Owner or Owners shall be subject to the other terms of this declaration.

11. Every Owner is entitled to be a voting member of the Association. One vote in the Association shall be allocated to each Lot.

12. In order to pay for operation, maintenance, and improvement (and related administrative costs) of the common access road and any common utility services and the administration and enforcement of this declaration, the association may levy an assessment against each Lot (including any Lots owned by the Declarant), which is a personal obligation of the Lot's Owner(s), may be collected by an action in any court of competent jurisdiction, and constitutes a lien upon the Lot until paid. This lien may be enforced by any method provided by law, now or hereafter, for the enforcement of liens, including, but not limited to, the methods provided for the foreclosure of mortgages. The obligations secured by this lien also include all costs of collection, including, but not limited to, attorney fees, paralegal fees, and court costs, together with interest at a rate to be set by the Association (but which interest rate shall not be higher than permitted by law).

13. The assessments shall be made equally against all of the Lots, except that (a) expenses caused by or arising from the actions or negligence of particular Owners or their agents, employees, or invitees shall be assessed exclusively against such Owners and their Lots and (b) each Lot not yet developed to include a dwelling shall be assessed one half of the amount assessed to each Lot which includes a dwelling.

14. This declaration constitutes notice of the lien hereby created. The priority of any lien arising hereunder, whether or not further evidenced by the later recording of any claim or certificate of lien, shall relate back to the date of this declaration.

Witness our hands and seals as of this 13th day of October, 2009.

Witness:

Alexander Development, LLC



By: 
Gordon W. Alexander, Manager