

Disclaimer Notice: This document is posted to the KHA website only for information and convenience. The legal document is on file and attached to each lot owner's deed.

Book 3074

Page 537

Dated 1/22/1969

## KNIGHTS HILL SUBDIVISION

### DECLARATION OF PROPERTY RESTRICTIONS AND EASEMENTS

1. All lots in this subdivision, as shown on plans or revised plans entitled "Subdivision Plan of KNIGHTS HILL" in Bridgton, Maine, drawn by Earl Hotchkiss, registered Land Surveyor and recorded in the Cumberland County Registry of Deeds shall be used for residential purposes except those areas which are common areas for the use of all owners and which are so designated on the recorded plans. Knights Hill Corp., its successors or assigns, in the interest of lot owners, may designate certain lots as well water lots and certain lots as commercial lots for community service type businesses. No structure or buildings shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling and private garage and/or boathouse. No residential lot shall be subdivided.
2. Any garage or boathouse shall conform in appearance to the residence structure on the lot.
3. Before any dwelling is erected, placed, or altered on any lot, its plans, specifications must be submitted to the Knights Hill Building Control Committee, together with a site plan showing the proposed location of the structure(s) on the lot and the proposed location of its septic tank and leaching field.
4. Every structure must conform to the following minimum standards:
  - a. Any residence erected on any lot in this subdivision shall have a minimum ground floor area as follows:
    1. One story and one and one-half story buildings shall have a minimum ground floor area of six hundred seventy-two square feet (672 S.F.).
    2. Two story or higher buildings shall have a minimum ground floor area of five hundred fifty square feet (550 S.F.).
  - b. All dwellings must have private inside bathroom facilities and all sanitary plumbing shall conform with the minimum requirements of the Town of Bridgton and the State of Maine.
  - c. All dwellings must be built on a continuous foundation. No posts or piers shall be allowed except under porches or breezeways that are not enclosed for year around use.
  - d. All structures shall be completed on the exterior within six months from the start of construction including the application of paint, stain or varnish.

- e. The Knights Hill building control committee shall consist of three members appointed by Knights Hill Corp., its successors or assigns. The Committee may designate one of its members to act on its behalf. The Committee may reject any plan because of too great a similarity to nearby existing structures because of general appearance of a structure that would tend to depreciate the value of nearby structures or because of improper siting on the lot; or for any other reason the Committee may deem in the best interest of the subdivision.
5. Any structure must be set back not less than thirty (30) feet from the waterfront or any street line and not less than twelve (12) feet from any side line.
6. No wharf or pier shall be erected without approval of the Building Control Committee.
7. There shall be no habitation in structures other than dwelling houses and no dwelling shall be occupied until plumbing and electrical work are substantially completed.
8. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent accumulation of rubbish and debris on their property. No tents or trailers or other temporary structures shall be permitted in this subdivision except as incidentally may be required during construction and then only for the period time necessary to the construction work. No unregistered motor vehicle, unless garaged, shall be allowed in this subdivision.
9. Knights Hill Corp. shall have the right to enter any lot when it deems necessary, for the purpose of maintaining the landscaping of the subdivision and to prevent soil erosion, by pruning, clearing, or cutting undergrowth, foliage and deadfalls.
10. Easements for the installation and maintenance of utilities and drainage facilities are reserved by Knights Hill Corp. its successors or assigns, in, under and over all the ways in the subdivision. Such other easements are also reserved to permit entry upon any lot to construct and maintain public utilities or improvements, pipes, poles, wires, etc., whether under or above ground, so long as such construction and maintenance does not hinder or prevent the construction of buildings on any lots.
11. Any dwelling, garage or other structure on any lot in this subdivision which may be destroyed or damaged in whole or part by fire, windstorm or for any other reason must be rebuilt or all debris removed and the lot restored to slightly condition with reasonable promptness.
12. No for sale sign or advertising device of any kind shall be erected on any lot except on a new dwelling previously unoccupied which is offered for sale by a developed or builder. Knights Hill Corp. or its agents are exempted from this restriction.
13. No business, trade or enterprise of any kind or nature shall be conducted on any residential lot except that lawyers, doctors, architects, engineers, accountants and other professionals may practice provided they employ no more than one person.
14. No animals, birds or poultry other than common household pets shall be kept within this subdivision.
15. Knights Hill Corp. reserves the right to change at any time the bounds and area of any lot owned by it provided such change does not adversely affect the access to any lot previously sold to a third party.

16. In order to maintain and improve the Knights Hill Subdivision and particularly the streets, common areas and recreational facilities and to pay the costs of labor, material and administration used for such purposes, the owner of each lot in the subdivision shall pay to Knights Hill Corp. its successors or assigns, the sum of Forty Dollars (\$40.00) or such sum as may be established from year to year by Knights Hill Corp. its successors or assigns, commencing on the first day of January, 1970 and on each first day of January thereafter.
17. The annual payment provided in paragraph #16 above shall entitle the purchaser and his immediate family to the use and enjoyment of the common facilities of Knights Hill Subdivision; subject to observance of all reasonable rules and regulations imposed for the common benefit of Knights Hill Corp. its successors or assigns.
18. Knights Hill Corp. will develop a community water system, and a common ownership therein is automatically included with ownership of a lot in Knights Hill Subdivision. Knights Hill Corp. its successors or assigns, will act as agent for all lot owners in maintaining and operating the water system, billing to each lot owner, semi-annually an equal share in the actual cost of operating, maintaining and administering the water system. Such semi-annual charges shall commence on June 1, 1970, and each six months thereafter, in each case reflecting actual costs for the previous six-month period just ended. Whenever a structure is first erected on any lot, the owner thereof shall forthwith pay a tie-in charge of \$50 to Knights Hill Corp. its successors or assigns, which shall be in addition to the semi-annual contribution above required.
19. Knights Hill Corp. its successors or assigns, reserves the right to grant a variance from these restrictions to any lot owner, when a literal enforcement thereof would work an undue hardship or prevent utilization of the best work features of a lot in this subdivision, by an appropriate instrument duly recorded in the Cumberland Count Registry of Deeds.
20. Knights Hill Corp. will, on or before January 1, 1974, procure the organization of a non-profit corporation representing all lot owners in Knights Hill Subdivision, as to which each lot owner covenants to be and continue a supporting members. Each lot owner hereby irrevocably constitutes Knights Hill Corp., his attorney-in-fact for purposes of organizing such corporation. Knights Hill Corp. may transfer to such non-profit corporation all or part of the common facilities in the subdivision and all or parts of its rights or obligations hereunder. Such transfers may be limited to sub-sections only, within the Subdivision, but as to the areas affected, the non-profit corporation shall succeed to all of such rights and obligations. In the event that either Knights Hill Corporation., or said non-profit corporation shall require legal assistance to enforce any obligations of a lot owner hereunder, either by way of conformance to restriction, or payment of any charge imposed hereunder, then such lot owner will also be obligated to pay all expenses of enforcement, including reasonable attorneys fees. Any payments due hereunder shall create a lien on the lot concerned, subordinate, however to the lien of mortgage held by a banking institution, which lien may be enforced as provided by law for the enforcement of a workman's lien in connection with the construction of a building.
21. These covenants shall run with the land and shall be binding on Knights Hill Corporation, all lot owners, and its and their respective successors, heirs and assigns. The use restrictions hereby imposed shall remain in force until January 1, 1989 and may be renewed for successive 20 year periods by majority vote of all owners in Knights Hill Subdivision, certificate of such vote, duly verified by the non-profit corporation representing lot owners, to be recorded within the next previous unexpired 20 year period in Cumberland County Registry of Deeds. Invalidation of any of these covenants by judgment or decree shall in no way affect any one of the other provisions hereof which shall remain in full force and effect.

