

**July 2010, last amendment change – August 26, 1989, last dues change – July 2007**

**Significant changes are now in effect regarding the local and state rules for development on shorefront properties. These changes included the requirement to have the permit application reviewed by the Otisfield Planning Board at one of their monthly meetings. All plans must be approved before clearing of trees on the lot can begin.**

**The requirements for cutting of trees between the house and the water are now more restrictive. Cutting of a straight strip to the water may not be allowed.**

**Setback distances for all structures from the pond are greater than the distances listed in our Association covenants.**

**Please contact the Otisfield Code Enforcement Officer, Richard St. John, at the Town Office 207 539 2360 before starting any projects including the clearing of trees.**

**Annual dues rate noted at end.**

**The annual membership meeting is held at 10AM on the second to last Saturday in July. (usually at Beach 1, weather permitting)**

**Saturday Pond Watershed Association information –> [www.saturdaypond.org](http://www.saturdaypond.org)**

**Personal Watercraft (Jet Skis) are not allowed on Saturday Pond.**

**This is a transcription of the original document. It is believed to be accurate but, where discrepancies exist, the original document shall prevail.**

## **POND VIEW ESTATES**

### **DECLARATION OF PROPERTY RESTRICTIONS AND ESTABLISHMENT OF LOT OWNERS ASSOCIATION**

KNOW ALL MEN BY THESE PRESENTS, That Milper, Inc., a Maine business corporation, hereinafter called “Milper” is a General Partner in Milper Development Associates, a Maine general partnership, which is owner of certain real estate situated in the Town of Otisfield, County of Oxford and State of Maine, as conveyed to it by Deed of Donald Miller, dated July 2, 1985, and recorded in Oxford County Registry of Deeds in Book 1328, Page 164, and Milper has the authority to act for said partnership.

WHEREAS, Milper is now subdividing said property and it is Milper’s desire to continue the development of said property for rural and residential purposes and for the establishment of certain minimal restrictions regarding the use and development of said property by all future owners thereof and to preserve for the owners the rural and residential character on said development, and

WHEREAS, Milper desires to assist its grantees in providing the necessary means and organization to enable it and its grantees to enforce the restrictions and covenants hereinafter set forth, and to maintain the development;

NOW, THEREFORE, in consideration of the premises, Milper does hereby subject all of the lots to be developed to the following property restrictions, covenants, charges and assessments, all of which shall run with and bind all such lots within the development and shall be binding upon said Milper and its grantees, his/her/their/its heirs, executors, administrators, successors and assigns:

**SHORE LINE BUFFER RESTRICTIONS (\*\* The 75 foot setbacks have been increased by the town. The setbacks are now 100 feet and the single opening as described in #3 is more restrictive. Check with town for latest requirements. \*\*)**

1. All new structures shall be set back at least 75 feet from Saturday Pond. **\*\* SEE NOTE ABOVE**
2. No lawns shall be developed within 75 feet of Saturday Pond. **\*\* SEE NOTE ABOVE**
3. No clear cutting is permitted within 75 feet of Saturday Pond, with the exception of a single opening for each lot, not greater than 30 feet in width for every 100 feet of shoreline. This single opening is initially to be created by Milper, as the developer, and may be maintained by Milper as developer, by the Association, or by individual lot owners. Reference is made to DEP permit number L-010445-86/02-A-N. Selective cutting and pruning of trees up to 2 inches in diameter is allowed. Cutting of diseased or dead trees and pruning to maintain a healthy and natural stand of trees within shoreline buffer is also allowed but only after 72 hours prior notice to the Town of Otisfield forester, if available, or to another Town officer. Motorized machinery or equipment shall not be used to haul or remove cuttings. **\*\* SEE NOTE ABOVE**
4. Subsurface wastewater disposal systems for lots 1-19 shall be set back a minimum of 250 feet from Saturday Pond. Wells on lots 1-19 shall be located no more than 150 feet and not less than 75 feet from Saturday Pond.
5. There shall be no disturbance or removal of either topsoil or vegetation less than 12 inches high, within 75 feet of Saturday Pond, except for paths for access to the shore.
6. There shall be no disturbance of the natural topography or ground cover of the earth berm existing along the shore of Saturday Pond, except as may be incidental to cutting permitted above and to the erection of boat docks or walkways to the shore.
7. All access over the berm to docks will be limited to wooden walkways no more than four feet (4') in width. All temporary docks shall be removed and reinstalled at the common areas.
8. No motor vehicles, including all-terrain vehicles, motor bikes or snowmobiles, may be operated within the shoreline buffer zone.
9. In common areas so designated in the Plan of Pond View Estates, the foregoing restrictions shall not apply.
10. Reference may be had to a plan of Pond View Estates recorded February 26, 1985, in Oxford County Registry of Deeds in Plan File Numbers 2031-2034, for a more particular description the shoreline buffer zone.

**BUFFER ZONE RESTRICTIONS**

1. No new structures or driveways shall be constructed within any buffer zone, buffer strip, and/or drainage buffer.
2. All new structures shall be set back at least 20 feet from any buffer zone, buffer strip or drainage buffer (with the exception of the shore line buffer zone).
3. No clear cutting permitted within any buffer zone, buffer strip, or drainage buffer. Selective cutting or pruning of no more than 40% of the trees 4 inches or more in diameter is allowed only to maintain a healthy and natural stand of trees within said buffer zones and only after 72 hours prior notice to the Town of Otisfield forester, if available, or to another Town officer. Motorized machinery or equipment shall not be used to haul or remove cuttings.
4. Nature trails up to ten feet (10') in width will be allowed within buffer zones but only as can be constructed with hand tools. No earthworking machinery will be allowed in the buffer zone, except as may be required to construct and maintain detention ponds and drainage facilities as shown on the Plan. No filling, cutting, or removal of topsoil or vegetation less than 12 inches high is allowed, except as may be incidental to the construction and maintenance of detention ponds and drainage facilities as shown on the map.
5. These buffer zone restrictions shall also apply to a strip fifty (50) feet back from Pond View Drive on lots 33, 34, and 35 only; except that as to such fifty-foot buffer on said lots only, construction and maintenance of a driveway and subsurface wastewater disposal system shall be allowed.

**ASSOCIATION RULES, REGULATIONS, AND RESTRICTIONS**

1. No non-agricultural commercial enterprises of any type whatever shall be permitted on any lot.
2. No multiple dwelling units nor more than one dwelling unit shall be erected on any lot.

3. Any two-story dwelling erected on a lot shall have a minimum of seven hundred eighty (780) square feet of first floor area. Any single story dwelling erected on a lot shall have a minimum of nine hundred (900) square feet of floor area. All dwellings shall be constructed on a full concrete slab or full permanent foundation. All construction shall be completed within six (6) months after commencement of construction.
4. All areas disturbed during construction shall be loamed and seeded within thirty (30) days as per soil erosion and sediment control plans on file with the Association.
5. No structures shall be erected closer than 25 feet from the front line of the lot and no closer than 10 feet from the adjoining property lines. **\*\* NOTE – THE TOWN NOW REQUIRES 25 FEET FROM ADJOINING PROPERTY LINES – SEE TOWN FOR LATEST REQUIREMENTS**
6. No mobile homes may be placed on a lot for any purposes whatsoever. “Manufactured homes” being at least twenty-four (24) feet in width may be placed on any lot.
7. No tents shall be placed or maintained on any lot, except that tenting by children only shall be permitted after a dwelling has been constructed on the land in compliance with the provisions outlined herein. Trailer or camper use only during periods of construction of permanent structures shall be permitted, however, with on site septic facilities complying with the Maine State Plumbing Code.
8. No animals shall be kept or maintained on any lot other than household pets, except on lot 40.
9. To provide further protection to the water quality of Saturday Pond, only low phosphorus fertilizer shall be used.
  
10. Each lot when, if, and as conveyed or sold by Milper, whether by deed, contract, agreements of purchaser and sale, or bond for a deed, shall thereafter be subject to an annual maintenance charge or assessment. Said maintenance charge or assessment shall be paid to the Lot Owners Association, a non-profit corporation organized and existing or to be organized and existing under the laws of the State of Maine, for the purpose of providing to the grantees, his/her/their/its heirs, executors, administrators, successors or assigns, the means, organization, and financial ability to maintain and improve the development, including but not limited to the duties as hereinafter set forth.
11. The amount of said maintenance charge or assessment shall be ~~\$75.00~~\* per year per lot, regardless of whether there are structures erected upon said lot or other improvements thereto. Said sum shall be due and payable to the Association on or before the first day of May each year subsequent to conveyance by Milper. It shall not be the duty of the Lot Owners Association (or Milper’s obligation or duty) to notify individual lot owners of the due date for payment or the amount of said assessment. The amount of said assessment may be changed by vote of the Lot Owners Association in accordance with the Bylaws of said Association
12. Such charges or assessments collected by the Lot Owners Association shall be applied by said Lot Owners Association towards payment for charges incurred for maintenance, repair and/or improvement of all roads, common areas, buffer zones/strips and detention pond within the subdivision including but not limited to the following:
  - a. To enforce, either in its own name or in names of the lot owners, any or all property restrictions and/or covenants above set forth or which may hereafter be established by the Lot Owners Association, provided, however, that this right of enforcement shall not serve to prevent the right of the owner or owners of any lot or lots to enforce such restricted covenants in the event they or any one of them elects to do so.
  - b. To maintain and repair all streets, roads and/or rights-of-way in or within said development, including but not limited to snow removal, until such time as said roads are accepted by the Town of Otisfield.
  - c. To maintain and repair all beaches, boat docks and the detention pond within said development.
  - d. To maintain the natural vegetation buffer zones and buffer strips within said development.
13. The owner or owners of a lot within the development shall be a member of the Lot Owners Association and each such owner or owners shall be entitled to participate at meetings of the Association, provided nevertheless, there shall be allowed only one vote per lot. Upon transfer, conveyance or sale by any owner of his, her or its interest in a lot within the development, said owner’s membership in the Lot Owners Association shall thereupon cease and terminate. Except as herein provided, the Lot Owners Association shall be the sole judge of the qualifications of its members and of their right to participate and vote at its meetings. The fact of non-membership in the Lot Owners Association shall not serve in any

way to release or relieve the lot or lots owned by said owner from the assessment hereinabove provided for.

14. Prior to the actual organization and/or incorporation of the Lot Owners Association contemplated by the terms of this Declaration, Milper shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred upon the Lot Owners Association in the same way and manner as though all of such powers and duties were given directly to Milper.
15. Said Lot Owners Association shall, at all times, observe all of the laws of the Town of Otisfield, State of Maine, and of the United States of America, and if at any time any of the provisions of this Declaration shall be found in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.
16. The Lot Owners Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as it will enable it adequately and properly to carry out the provisions of this Declaration, subject to the limitations hereinabove and hereinafter set forth.
17. All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall bind Milper, its successors and assigns and all parties claiming by, through, or under them shall be taken to hold, agree and covenant with Milper, Inc., its successors in title and with each of them to conform to and observe all the terms and conditions herein contained. It is a principal purpose of these restrictions to protect the earthen berm abutting Saturday Pond and to protect in general the quality of water in Saturday Pond.
18. The covenants and restrictions provided herein may be enforced by temporary injunctive relief without notice and permanent injunctive relief by any court having jurisdiction in an action brought by Milper, the Association, any lot owner or owners, and by the Inhabitants of the Town of Otisfield. Such relief may, in appropriate cases, include an order to take such affirmative steps as may be required to cure any violation of the restrictions herein. In addition to the foregoing, the Association may impose and collect a civil forfeiture of up to \$5.00 per day for every day of violation, and any party maintaining a legal action to enforce these provisions shall, in addition to the other relief available, be entitled to recover reasonable attorneys fees and costs of suit.

IN WITNESS WHEREOF, Milper, Inc. has caused this instrument to be signed and sealed in its name by its President, James A. Perry, this 2<sup>nd</sup> day of July, 1985.

(Signed and witnessed)

### **Amendment made on August 26, 1989**

#### **Add to Item 11 of the Association Rules, Regulations, and Restrictions:**

“Said maintenance charge or assessment shall be considered delinquent if not paid in full 30 days after May 1<sup>st</sup> (or the mailing date on the bill, whichever is later). Notice will be given by certified letter to each delinquent lot owner 30 days after the due date and in the event that the maintenance charge is not paid within 30 days after the mailing of the certified letter, then a \$15 per month late fee will be charged against each delinquent lot owner and a lien will be placed on the property. Said lot owner will be responsible for all recording fees and court costs.”

***\* The 2010 dues rate is \$300.00 per year per lot.***

Excerpt from the minutes of the October 3, 2004 Board of Directors Meeting -

#### **Real Estate “FOR SALE” signs & other private signs installed on common area property**

The board decided that no signs will be allowed on common areas, including the entrance. The exception will be for short-term events, for example, a party or an open house. In these cases the signs can only be up for a maximum of five days.