

## Restrictions and Limitations

- 1) All lots shall be used for residential purposes and no lot shall be used for any commercial enterprise whatever; provided however that this restriction shall not apply to lots owned by Belgrade Lakes Colony.
- 2) Not more than one single family dwelling shall be erected on any lot; no outhouse shall be maintained thereon; no other buildings of any kind shall be maintained thereon, other than a private garage, boat house, tool shed or similar structure used for storage and not as a residential dwelling and there shall be no habitation in any structure other than a dwelling house.
- 3) All dwellings must have private inside bathroom facilities; all drainage and sewerage shall be piped into a septic tank which septic tank shall comply with all rules and regulations of the State of Maine and the Town of Rome.
- 4) No signs or advertising devices of any kind whatever shall be erected, placed or utilized on any lot except for signs and advertising devices erected, placed or utilized by Belgrade Lakes Colony.
- 5) No livestock, animals or poultry shall be kept or maintained on the premises except household pets approved by Belgrade Lakes Colony.
- 6) Purchasers of lots shall at all times keep and maintain said lots in an orderly manner; all refuse, rubbish, and garbage shall be disposed of promptly and in an orderly manner; no tents, quonset huts, trailers or temporary buildings shall be placed on the premises.
- 7) Belgrade Lakes Colony may at its sole option, arrange for the furnishing of drinking water to individual lots on the premises. In the event that drinking water is supplied to a lot, then the purchaser of said lot (or the title holder, if the title has been conveyed) shall pay to the corporation or entity furnishing said water, annually, within thirty (30) days of the presentation of a bill, the sum of \$35.00. In the event that said sum is not paid when due in any one year, said sum shall add to the amount due for the following year and each succeeding year thereafter until paid in full and no water shall be supplied to any such lot until all sums due have been paid in full. The payment of said sum shall entitle the payor to obtain water from the facility installed, provided however that nothing herein contained shall obligate Belgrades Lakes Colony to provide any such facility or to make any arrangement for the furnishing of drinking water. All persons constructing a residence at Belgrade Lakes Colony or having one constructed for them whose residence is constructed on a lot serviced by a facility supplying drinking water shall pay to the corporation, or entity furnishing said water the sum of \$450.00. Payment of said sum shall entitle the payor to connect to and obtain water from a water supply facility, provided however that this restriction shall not apply to residences constructed by Belgrade Lakes Colony.
- 8) In order to maintain the condition of the Belgrade Lakes Colony subdivision, the purchaser of each lot (or the title holder if title has been conveyed) shall pay to the Belgrade Lakes Colony Association annually within thirty (30) days of the presentation of a bill, the sum of \$39.00. Said sum shall become a lien on each such lot, and if not paid when due may be collected through the process provided by law for the enforcement of mortgages and liens. Payment of said sum each year shall entitle the payor to membership in the Belgrade Lakes Colony Association and to all the rights, benefits and privileges thereof.
- 9) Before the purchaser of a lot (or the title holder if title has been conveyed) may convey the premises, they shall first offer to sell the same back to Belgrade Lakes Colony, its successors and assigns, by a writing sent certified mail, return receipt requested, of his intent to do so setting forth the name and address of the proposed bona fide purchaser, together with the selling price. Belgrade Lakes Colony, its successors and assigns, may within 15 days of the receipt of such notice, notify the sender thereof of its intent to purchase at the same price as the proposed bona fide purchaser, and thereafter shall have 30 days within which to make tender of the purchase price and to receive the deed therefor. If Belgrade Lakes Colony shall fail, within the above 15 day period, to notify the sender of said notice of its intent to purchase or shall fail, within the said 30 day period to tender the purchase price, then in either such case the sender of said notice may convey such premises to the proposed bona fide purchaser. If the proposed bona fide purchaser does not make payment of the purchase price and accept the deed therefor, the above procedure shall be repeated for every proposed sale. This restriction shall apply to all such bona fide purchasers and to those claiming by or through them during the period of this restriction. This restriction shall terminate ten years (10) after the date of the passing of the deed from Belgrade Lakes Colony to the lot purchaser or upon the dissolution of the said Belgrade Lakes Colony, whichever shall first occur. This restriction shall not apply to bona fide

mortgages given by the lot purchaser, his heirs, successors or assigns.

10) Belgrade Lakes Colony for itself, its successors and assigns, hereby reserves the right (but shall not be obligated) to erect and lay or cause to permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described land abuts, and on or across 5 feet of the rear of all lots, electric lights, telephones and telegraph poles and wires, and such pipes, conduits and other utility services as in its opinion may be desirable or necessary to maintain the present equipment, water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary appertanences as may from time to time in the opinion of Belgrade Lakes Colony or any public utility company or municipality be necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways as shown on the plan, and all claims for damages caused by the construction, maintenance and repair thereof, or on account of any temporary or other inconvenience caused thereby against Belgrade Lakes Colony or any public utility company or municipality or any of its agents or servants are hereby waived by the buyer for himself and his successors in title.

11) Before any dwelling building or structure is erected on any lot, its plans and specifications must be submitted for approval to Belgrade Lakes Colony together with a site plan showing location on the lot of the proposed structure and septic tank. Approval for construction shall be withheld unless the proposed dwelling building or structure is compatible with those in the surrounding area in design, value, side line and street line setbacks; provided however that approval shall not be capriciously or arbitrarily withheld.

KENNEBEC SS:  
RECEIVED 3/28/68 11:45 AM  
AND RECORDED FROM ORIGINAL

STATE OF MAINE

Kennebec, ss. Registry of Deeds

Received March 28, 19 68

at 11 A

in Book 1463 Page 703

Attest Edna Weeks Register