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DECLARATION OF RESTRICTIONS

FOR

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ISLAND SHORES

EASTPORT, MAINE

PREAMBLE

This DECLARATION, dated December 14, 1988, by Leibro, Inc., a corporation doing business in Harrison, County of Cumberland, State of Maine, hereinafter referred to as Declarant, witnesseth:

WHEREAS, the Declarant is conducting business as a corporation under the name of Leibro, Inc. with an address in Harrison, Maine, and is in the business of developing and selling real estate situated in Eastport, County of Washington, State of Maine, as conveyed to the Declarant by deed dated April 22, 1988, and recorded in Book 1506, Page 179 of the Washington County Registry of Deeds, which said real estate is more particularly described in a plan of ISLAND SHORES, Eastport, Maine made for Leibro, Inc. by Main-Land Development Consultants, Inc., and recorded in the Washington County Registry of Deeds in Hanger File 2, Slide 131, which said plan is hereby incorporated as part of this Declaration; and

WHEREAS, the Declarants are the owners of ISLAND SHORES and desire to provide for the improvement of ISLAND SHORES in accordance with a harmonious plan for the relative location of residential structures, garages, rights-of-way, easements, roads, Common Areas and general land use, all to assure the purchasers of lots on ISLAND SHORES, their heirs and assigns owning such lots, that the use, benefit and enjoyment of the individual lots, common amenities, facilities, easements and roads will not conflict with the harmonious plan; and

WHEREAS, Declarant desires to create a residential area of ISLAND SHORES providing for the greatest possible degree of health, safety, environmental beauty and amenity for the property owners and inhabitants thereof, and to effect the foregoing purposes, desire that the lots and Common Areas be subject to certain restrictions, reservations, servitudes, and/or covenants as hereafter set forth.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby covenants and agrees with the purchasers of lots in ISLAND SHORES and each of them, their heirs and assigns, that the lots on said Plan shall be conveyed subject to the restrictions, reservations, covenants, conditions, servitudes, easements, and agreements set forth in the various clauses of this Declaration; it is hereby agreed that said restrictions, covenants, conditions, servitudes, easements, and agreements herein set forth shall be binding upon the Declarant, their heirs and assigns, and the several purchasers of lots in ISLAND SHORES, their heirs,

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successors and assigns, and shall be binding, as hereinafter set forth, on all of the land of ISLAND SHORES described in said Plan.

All of the restrictions contained herein are intended to constitute a general plan for the benefit of and enforceable by all present and future owners of, or parties interested in, any of the lots in ISLAND SHORES or any part thereof and their heirs, successors and assigns. The restrictions and covenants contained herein shall be construed as running with the land at law as well as in equity and shall, as aforesaid, be binding upon and inure to the benefit of the heirs and assigns of the Declarants, and all present and future persons or entities owning or having an interest in any of said lots, Common Areas, or parts thereof.

INDIVIDUAL LOT COVENANTS

The following covenants and restrictions shall apply to the lots numbered One (1) through Thirteen (13) as designated on the said Plan.

1. All numbered lots on said Plan shall be used for single family residential purposes only, except that home office use incidental to single family residential use shall be permitted.
2. Lots may not be subdivided except for the purpose of conveying portions of a single lot to abutting lot owners for the purpose of increasing lot size. This shall in no way be construed to permit the creation of a residential lot that fails to satisfy the dimensional requirements of the City of Eastport.
3. No mobile homes, residential trailers, or camper trailers shall be used on any lot for human habitation except for temporary housing while a permanent structure is under construction. "Manufactured Homes" being at least twenty-four (24) feet in width may be placed on a lot.
4. No owner of a lot, his agents, or successors in interest shall alter the natural course of surface water on any lot in a way which would alter the natural flow of such water across any other lot unless such alteration is approved by the owners of all lots affected.
5. The design of residential dwellings and other acceptable buildings including but not limited to materials, colors, textures, building shape, roof lines, window treatment and site orientations shall be of a character harmonious with the natural beauty of the ISLAND SHORES environment.
6. All construction activities, including the siting of buildings, septic systems and water supplies shall be in accordance with all applicable local and state laws, codes, ordinances and regulations.
7. No dwelling or accessory structure shall be placed

upon any lot within 100 feet from the normal high water mark of ISLAND SHORES.

8. Lots 1 - 7 shall access the shore only by a set of steps constructed specifically for individual lots to assure the continued protection of the steep bank from erosion.

9. The development of lawns for lots 1 - 7 shall be restricted to at least 20 feet back from the top of the steep bank as shown on the Final Plan. A natural vegetative buffer strip shall be maintained in that 20 foot strip.

10. Removal of vegetation on any portion of the steep bank as depicted on the Final Plan for lots 1 - 7 shall be limited to the following:

- a) Diseased and dying trees
- b) Leaning trees

This covenant protects the vegetative cover along the bank but does not preclude the pruning of existing trees for the purpose of enhancement of views from building sites.

11. No dwelling or accessory structure shall be placed upon any lot within 50 feet from the top of the shore side steep bank, nor within 25 feet from any adjoining property lines.

12. Any two-story dwelling erected on a lot shall have a minimum of seven hundred eighty (780) square feet of first-floor living area. Any single story dwelling erected on a lot shall have a minimum of nine hundred (900) square feet of floor living area. All dwellings shall be constructed on a full concrete slab or full permanent foundation. All construction shall be completed within twelve (12) months after commencement of construction.

13. 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.

14. No animals shall be kept or maintained on any lot other than household pets.

THE "ISLAND SHORES" LOT OWNERS ASSOCIATION

Upon completion of the roads as shown on Plan of Island Shores, it is the intention of the DECLARANT to petition the City of Eastport to accept said roads as public roadways. If for any reason the City of Eastport fails to accept said roads as public roadways within 6 months from the date of the filing of a petition

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by DECLARANT for said purpose, the DECLARANT shall establish a not-for-profit corporation to be known as the ISLAND SHORES LOT OWNERS ASSOCIATION, complete with by-laws.

The primary responsibility of the said Corporation will be maintenance of the roadways as shown on said Plan. The Association heroby covenants that it will accept conveyance of said roads subject to and with the benefit of the provisions of said by-laws.

COMMON AREA COVENANTS

1. The improvement and maintenance of said Common Area shall be the collective responsibility of the owners of the lots comprising ISLAND SHORES.
2. All persons using said Common Area shall abstain from the destruction of any natural or constructed facilities and will maintain cleanliness as the area is used.

GENERAL PROVISIONS

- A. The Declarant covenants that all deeds conveying lots on said Plan shall contain a covenant whereby the Grantees of said Deed, by acceptance thereof, agrees for himself, his heirs and assigns, to be bound by this Declaration.
- B. If any covenant or provision in this Declaration, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not effect the remaining provision hereof, which shall remain in full force and effect.
- C. Enforcement of all covenants and obligations contained therein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover debts or damages. Individual lot owners shall have standing to enforce such covenants and obligations.
- D. All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall bind Leibro, Inc., its successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with Leibro, Inc., its successors in title land with each of them to conform to and observe all the terms and conditions herein contained.
- E. 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 brough by Leibro, Inc., the Association, any lot owner or owners, and by the Inhabitants of the City of Eastport. 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 violations, and any party maintaining a legal action to enforce these provisions shall, in addition to the other relief available, be entitled to recover reasonable attorney's fees and costs of suit.

IN WITNESS WHEREOF, LEIBRO, INC. by Porter D. Leighton, its President, and Darryl N. Brown, its Treasurer, thereunto duly authorized, has executed this Declaration and affixed its Corporate Seal this day of December, 1988.

LEIBRO, INC.

By Porter D. Leighton
Porter D. Leighton, President

By Darryl N. Brown
Darryl N. Brown, Treasurer

STATE OF MAINE
Cumberland, ss.

December 14, 1988

Personally appeared the above-named Porter D. Leighton and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me, Joseph C. Chawes
Attorney at Law

STATE OF MAINE
WASHINGTON CO.
REGISTRY OF DEEDS

Received FEB 14 1989
at 10 11 AM PM recorded
in Book _____ Page _____
Attest:

Register