BK0927PG001

MOOSEHEAD ISLE ESTATES

DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS

00313

BY NILES & ANNE McBREAIRTY

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS made this 12th day of January, 1994, by Niles McBreairty and Anne McBreairty, both of Dover-Foxcroft, County of Piscataquis and State of Maine (hereinafter called "Declarant"); and

WHEREAS, Declarant owns certain real property located in Greenville, County of Piscataquis and State of Maine (the "Property") shown upon a certain plan entitled Moosehead Isle Estates, (Revision 1) prepared by Sackett & Brake Survey Inc., dated January 26, 1993 and recorded in the Piscataquis County Registry of Deeds in Plan File K, Page 53 (hereinafter called the "Plan"); and

WHEREAS, Declarant desires to assure quality standards for the wholesome development of the Property and to promote the interest and welfare of each owner of a part of the Property (the "Owners") and therefore desires to subject the Property to protective covenants and common easements as set forth hereinafter;

NOW THEREFORE, Declarant hereby declares that the Property is and shall be held, occupied, improved, transferred, leased and otherwise used and disposed of subject to the protective covenants and common easements set forth herein, all of which are declared to be in furtherance of a uniform scheme of mutual equitable servitudes upon each and every portion thereof, in favor of each and every other portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof, which protective covenants and common easements shall be determined to run with the land and be a burden and benefit upon and to, and be enforceable by, all persons having any interest in any portion of the Property.

Article I

PROTECTIVE COVENANTS AND RESTRICTIONS

Each conveyance of a numbered lot shown upon the Plan (the "Lot") shall henceforth be subject to the following protective covenants and restrictions:

1. **RESIDENTIAL USES.** Subject to the rights of the Declarant to develop and sell the Lots and such other rights of the Declarant as are set forth in the Declaration, each Lot shall be used only as a single family residence, and no commercial enterprise of any nature or description shall be conducted or maintained thereon.

2. **COMMERCIAL USE.** Each lot may be used only for a single family dwelling house, possessing a minimum of fifteen hundred (1,500) square feet of living space, plus garage for non-commercial purposes, terraces, decks, storage buildings, boat sheds and other customary accessory uses. No lot shall be used for commercial businesses.

3. **RESIDENTIAL BUILDINGS.** No building other than a single family residence and related accessory structures shall be constructed, maintained or occupied on any Lot and no more than one such single family residence shall be maintained at any time on any Lot. Such single family residence shall have a minimum above ground living area exclusive of any porches, garages or basements, of 1,500 square feet. Such residences shall be erected with a continuous foundation and shall include a heating system for year-round occupancy. A minimum of foundation for each dwelling placed on said lots shall be full wall (8-foot) foundation or a frost wall and four (4) inch thick slab on the perimeter or a floating slab of at least six (6) inch thickness on the perimeter or other building supports deemed adequate by the developer.

4. **SIDING.** All structures erected on lots shall be finished with clapboards, log siding, stone, masonry or other finished siding which shall be compatible with surrounding dwellings. Further, the color of such structure shall blend with the natural surroundings and shall not be bright, loud or inharmonious with the surrounding landscape.

5. **CONSTRUCTION OF RESIDENCES.** All exterior construction of buildings on any Lot shall be completed within two (2) years from the date that construction, as evidenced by excavation of the foundation, commences. All landscaping and grading and construction of a paved or crushed gravel driveway shall be completed within six months of occupancy by the initial Owner. Buildings shall not extend vertically more than twenty-five feet

(25') above the ground elevation to the highest point of the roof. "Ground elevation" shall be construed to be the natural elevation of the land after alteration (if any) by the developer and prior to construction by the lot owner, or his contractors, his agents, or employees.

6. **TEMPORARY STRUCTURES.** No building of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, provided, however,

(i) Declarants reserve to themselves, their heirs, personal representatives and assigns, the exclusive right to erect, place and maintain such facilities in or upon any portion of the Property at its sole discretion may be necessary or convenient while selling other Lots in the subdivision. Such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(ii) One dog house is permitted on each Lot, so long as said dog house is not of unreasonable size and is placed on the Lot so as not to be visible from the front street side of the residence on the Lot.

7. **CAMPERS, MOTOR HOMES AND BOATS.** Trucks, campers, motor homes, trailers, and other such vehicles, (whether or not operable) may be parked, kept or stored on any Lot only if parked in an enclosed garage, but may be parked on any street for not more than forty-eight (48) hours during any seventy-two (72) hour period. Boats (whether powered, sail or otherwise) may not be parked, kept or stored forward of the back-building line of any Lot. No junk vehicles or other vehicles which do not display a current state motor vehicles registration may be kept or maintained on the Property. All-terrain vehicles (this does not include snowmobiles), trail bikes, and similar vehicles shall not be operated on the Property. Except in the development and sale of Lots by the Declarant, no house trailer, business or commercial vehicles or vehicle of similar nature shall be brought upon, or be maintained, or be permitted to remain on the Property except that a business or commercial vehicle normally used by an Owner in his or her occupation may remain on the Property provided said vehicle is parked in an enclosed garage. Recreational vehicles not older than ten (10) years may be used for temporary camping on lots on said subdivision. However, said vehicles may not remain on any lot for more than 90 days in any calendar year.

8. **ANIMALS.** No poultry, swine, livestock or other animals shall be kept on the Property, except household pets of the kind and number normally housed in a residence. All pets shall be restrained so as not be become noisome or offensive to neighbors

and shall not be allowed off of their owner's Lot, except on a leash or other restraining device.

9. **RUBBISH AND DEBRIS.** Rubbish and debris shall be stored between pickups in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the Town of Greenville. All such receptacles shall be kept in clean and sanitary condition. No rubbish or debris shall be permitted to accumulate on any Lot beyond a reasonable accumulation between pickups.

10. **TELEVISION ANTENNAE.** No radio or television aerial wires, or antennae shall be maintained on any portion of any Lot forward of the front building line of any Lot nor shall any attached or free-standing antennae of any style be permitted to extend more than twenty (20) feet above the roof of the principal building on the Lot. For the purposes of this section "front" shall mean that end of a Lot which abuts the main access road. No satellite dish may be mounted or attached to a roof, or at roof level, and may not be maintained or installed on any portion of any lot forward of the rear building line of the principal structure.

11. **MAINTENANCE OF BUILDINGS.** Each Owner shall maintain the exterior of the buildings on the Lot in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, screens, doors, walks, driveways, parking areas and other exterior portions of such buildings to deteriorate. Each Owner shall at all times keep all weeds and grass of the Lot cut in a sanitary, healthful and attractive manner and shall not permit weeds or grass to grow to a height greater than six (6) inches upon the Lot.

12. **DRYING OF CLOTHES AND STORAGE.** Clothes shall not be hung to dry on any line, or otherwise, forward of the front building line of any Lot. The Owner of any Lot at the intersection of streets where the side or rear of the Lot beyond the front building line is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, the storage of yard equipment, and the keeping of woodpile or similar storage piles.

13. **SIGNS.** No signs, billboards, posters, or advertising of any character shall be erected, permitted or maintained on the Lot except (i) one sign of not more than two (2) square feet showing the name of the owner or occupant and the name or number of the Lot and (ii) one sign, advertising the Lot for sale or rent. Under no circumstances shall any projecting signs, or any neon or brightly lit or internally lit signs be permitted on the Lot.

14. **DAMAGE OR DESTRUCTION.** Any building on any Lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the

affected portion of the Lot restored to its natural condition without delay.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Owners shall occupy and maintain the Lots in accordance with the rules, regulations, ordinances and statutes duly enacted by the Town of Greenville and all other governmental entities having jurisdiction over the Property. By way of example, and not by way of limitation, all siting, construction, excavation, sewage disposal, water supply and storm water drainage shall be accomplished in accordance with such applicable rules, regulations, ordinances and statutes.

16. **SINGLE DRIVEWAY.** No Owner of any Lot may construct more than one driveway on his Lot.

17. **PROTECTIVE ZONES.** The "protective zones" shown on the Plan shall be subject to the following additional restrictions:

a. No Owner or other person may add, remove, or transfer earth materials within the protective zones, unless for the purposes of drainage improvement, and then only with the prior approval of Planning Board of the Town of Greenville.

b. No buildings shall be constructed within eighty (80) feet from the sidelines of the lot, nor within one hundred (100) feet of the sidelines of the principal right of way serving each lot. No one shall cut any trees within twenty-five (25) feet of his side or back lines.

c. The Owner(s) of each lot may cut no more than 25 percent of the trees which are six (6) inches in diameter or larger per calendar year from his, her, or their lot. In determining the twenty-five percent (25%) of trees subject to cutting annually, trees within the twenty-five foot (25') buffer zone shall not be counted. No trees less than six (6) inches in diameter may be cut or otherwise removed from any lot except for the cleared building lot zone installed by or approved by the developer in the original clearing and development period.

d. Selective removal of trees from 6 inches diameter breast high ("dbh") shall be permitted within the protective zone, but shall be limited to twenty-five percent (25%) of the existing growth in any 10-year period. Selective removal of trees between 10 inches and 12 inches "dbh" shall be permitted within the protective zones, but shall be limited to twenty-five percent (25%) of the existing growth within any 10-year period.

e. Selective pruning or thinning of lower limbs of existing trees and shrubs in the protective zones shall be permitted as follows:

(i) Dead, dying or diseased trees or shrubs shall be removed only as determined by the Declarant's landscape architect, a certified forester or the arborist of the Town of Greenville;

(ii) Removal of mature specimen growth by Declarant and the Owners shall be limited to those trees that need to be removed for construction purposes in accordance with the Plan; and

(iii) Selective limbing or pruning of mature growth by Declarant and the Owners shall be permitted only under the guidance of Declarant's landscape, architect, a certified forester or the arborist of the Town of Greenville.

18. **FURTHER SUBDIVISION.** No lot shall be subdivided into two or more parcels.

19. **ROAD MAINTENANCE.** It is mandatory that all lot owners join and contribute to the Moosehead Isle Estates Road Association in order to maintain the main access roads.

Article II

EASEMENTS

1. **CREATION OF EASEMENTS.** The following easements are hereby created:

(a) The Declarant reserves the right to use any Lots owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices, and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location of the Property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all Lots to Owners other than the Declarant.

(b) The Property shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and

equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this section (b) shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through, along and on the Property. Notwithstanding the foregoing provisions of this Article, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant or so as not to materially interfere with the use or occupancy of the Lot by its occupants.

(c) The Declarant reserves for as long as it owns any Lot, an easement on, over and under those portions of the Property not located within a building for the purpose of maintaining and; or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section (c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant shall restore the affected property as closely to its original condition as is practicable.

(d) The Lots shall be and hereby are made subject to an easement in favor of the Declarant and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement, if applicable, of the Lots and any improvements and fixtures located thereon, pursuant to its rights to enforce the provisions of this Declaration.

(e) Grantors reserve the right to create and maintain a three to one descending slope extending (away from the center) fifty (50) feet from each sideline of the "Moosehead Isle Road" abutting or crossing said lot. Grantors may harvest trees and remove vegetation of all types to maintain said slope.

(f) All easements, rights, and restrictions described and mentioned in this Article II are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

2. **RESERVATION OF EASEMENT RIGHTS.** So long as the Declarant has title to any other portion of the Property, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation to those set forth above, which license or

easement is determined by the Declarant, in its reasonable judgment, to be necessary or desirable for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense.

Article III

DURATION

The protective covenants and common easements and the provisions of this Declaration as set forth herein and as may be amended from time to time, shall run with and burden the Property and shall inure to the benefit of and be enforceable by the Declarant, and any other Owners of any portion of the Property, their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time all of said provisions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the Owners of three-quarters (3/4) of the Lots has been recorded, agreeing to terminate this Declaration as of a specified date following such recording date.

Article IV

SUPPLEMENTAL DECLARATIONS

This Declaration may be amended from time to time by a Supplemental Declaration duly executed by the Declarant or three-quarters (3/4) of the Owners, except that so long as the Declarant is the Owner of ten percent (10%) or more of the Lots, it may in its sole discretion and without joinder of any Owner amend, revise or abolish any one or more of the provisions of this Declaration by instrument duly executed and recorded in the Piscataquis County Registry of Deeds. No such amendment shall render invalid any use or subdivision of and within the Property existing in accordance with this Declaration, and any such amendment shall be reasonable consistent with the uniform scheme of development established by this Declaration.

Article V

DISPUTES

In the event a dispute arises between two or more Owners, such Owners shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association and the result thereof shall be binding and conclusive upon the parties. Upon the written request of either party to the dispute, each party to the

dispute shall appoint one person as an arbitrator to hear and determine the dispute and if two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportion as the arbitrators shall decide. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Article VI

DECLARANT'S RIGHTS

This conveyance of the Lots to Owners shall be subject to the following reserved rights:

1. The Declarant reserves the right until the construction, marketing and sale of all Lots is complete to:

(a) Change the size, number and location of Lots and other improvements, and the size, layout, and location of any Lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default under a purchase and sale agreement. The change or changes shall be effective upon the recording by the Declarant of an amendment to this Declaration and/or the recording by the Declarant of a modified site plan indicating the changes made.

(b) Locate on the Property, even though not depicted on the survey, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of, utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, fuel oil and sewer.

(c) Connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sale purposes, provided that the Declarant shall be responsible for the costs of service so used.

(d) Use the ways shown on the Plan for ingress and egress and use the Property for the storage of construction materials and equipment used in the completion of the project.

(e) Install and maintain signs and lighting for sales.

(f) With respect to any Lots remaining unsold by Declarant, Declarant may let or lease such Lots to any person or persons as Declarant sees fit.

This Article VI shall not be amended without the consent of the Declarant so long as the Declarant owns any part of the Property.

Article VII

GENERAL PROVISIONS

1. **ENFORCEMENT.** By the acceptance of the deed to his Lot, each Owner covenants and agrees for himself, his heirs and assigns, to comply with the covenants and restrictions set forth in this Declaration. Any failure to so comply shall be grounds for an action against the Owner, his heirs or assigns, to recover damages or for injunctive relief or both. Such action may be maintained by the Declarant or by any aggrieved Owner.

2. **WAIVER.** No delay or omission on the part of Declarant or any Owner in enforcing the covenants set forth herein shall be construed as a waiver of any right to enforce or to seek such remedy or acquiescence in such breach.

3. **SEVERABILITY.** In the event any one or more of the provisions of this Declaration shall be found for any reason by a Court of competent jurisdiction to be unenforceable or null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any other provision of this Declaration.

4. **PERPETUITIES.** If any of the covenants, restrictions or other provisions of this Declaration shall be unlawful, void or voidable because of the Rule against Perpetuities, then such provision or provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5. **PRONOUNS.** Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Niles McBreairty and Anne McBreairty have caused this Declaration of Protective Covenants and Common Easements to be executed, on the date and year first above written.

Witness — Niles McBreairty

Witness — Anne McBreairty

C:\WP51\REAL\MOOSEDEC.COV

BK0927PG011

STATE OF MAINE
PENOBSCOT COUNTY, ss. January 12, 1994

Personally appeared the above named Niles McBreairty and Anne McBreairty and acknowledged the foregoing instrument to be their free act and deed.

Georgina A. Curtis
Name:
Notary Public



GEORGINA A. CURTIS
Notary Public, Maine
My Comm. Expires July 8, 2000

PISCATAQUIS, SS. REC'D
94 JAN 19 AM 11:09