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Declaration of Restrictions for Idlewood **013112**Town of Cumberland, County of Cumberland, State of Maine

This declaration dated this 10th day of March, 1998, by Casco Partners, Inc., a Maine Corporation with a principal place of business in Cumberland, County of Cumberland, State of Maine, hereinafter referred to as the "Grantor".

WITNESSETH:

WHEREAS, the Grantor has subdivided certain lots or parcels of land in Cumberland, Maine, specifically described as Lot Nos. 1 through 19, inclusive, as delineated on a plan entitled "Idlewood", prepared by Richard A. Manthorne for George Rickley dated January 7, 1996 and recorded in the Cumberland County Register of Deeds in Plan Book 197 Page 538, which the Grantor proposes to develop and improve in accordance with said Plan, and

WHEREAS, the Grantor, being about to sell and convey lots from said Plan, desires to assure to purchasers, and their several heirs, successors, and assigns owning such lots of the use, benefit, and enjoyment of said land in accordance with a harmonious plan, and to this end desires that certain parts of their lands may be subject to certain restrictions, reservations, servitudes, covenants and agreements as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, Grantor hereby covenants and agrees with the purchasers of the lots on said Plan and each of them that the property described on the Plan is and shall be held and shall be conveyed subject to the restrictions, reservations, covenants, conditions and servitudes set forth in the various clauses of this Declaration, which it is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Grantor, its successors and assigns, for which Grantor shall be under no obligation to enforce, and the several purchasers, their heirs, successors and assigns, and binding upon all the land described in the plan, to wit:

Each lot (#1 through #19) conveyed in Idlewood shall be subject to the following covenants and restrictions:

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1. No structure or building of any nature shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single-family dwelling and garage, or other appurtenant structures complying with these restrictions and having functions or uses normally related to a residential dwelling. Any such garage or appurtenant structure shall conform in general appearance to the residential structure of the lot.
2. No mobile homes, unregistered or commercial vehicles shall be stored or kept on the premises for more than thirty (30) days.
3. No dwelling of less than 1850 square feet shall be constructed. Square footage shall be calculated using the exterior dimensions of the structure, exclusive of decks, garages, porches, other unheated spaces, and basements.
4. Construction drawings shall receive aesthetic review and approval by the Grantor prior to application to the Town of Cumberland for a building permit.
5. No overnight on-street parking of any automobile, truck, trailer, mobile home or other vehicle shall be permitted.
6. No tent, shack, barn or other building for the purposes of keeping live stock or other commercial or industrial purposes shall be erected or maintained on the property.
7. No sign of a commercial nature shall be erected on the property except for temporary signs during construction.
8. No television antennas or satellite dishes, except for those satellite dishes smaller than 22" in diameter, shall be erected or maintained on the property.
9. In the areas designated on the Plan as "Open Space Parcel" there shall be no clearing. Any cutting or pruning of trees or shrubs, or the removal of any vegetation, shall be done in accordance with good forestry management practices, and with the consent of the Homeowner's Association.
10. These covenants have been adopted for the benefit of the owners of the lots and the Idlewood subdivision in Cumberland, Maine. These covenants and restrictions are expressly intended to run with the land and to be binding on all owners, their heirs, successors and assigns. If any owner shall attempt, violate or permit any violation of any of the covenants, restrictions or reservations described above, any lot owner may

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commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both. If a final judgment is rendered against an owner, the owner agrees to pay all reasonable costs, including attorney's fees occurred in the prosecution of said claim. Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other owners, and in no circumstances will a failure to bring proceedings for a violation of the covenant be deemed a waiver of the right to bring such proceedings for that violation or any subsequent violation.

IN WITNESS WHEREOF, the undersigned, George R. Rickley, President of Grantor, has executed this Agreement as of the day and year first above written.

CASCO PARTNERS, INC.

By: George R. Rickley
George R. Rickley, *President*

STATE OF MAINE
COUNTY OF CUMBERLAND

March 10, 1998

Personally appeared the above-named, George R. Rickley, President of Casco Partners, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Casco Partners, Inc.

Before me,

[Signature]
Notary Public/Attorney at Law
Drew A. Anderson
Print Name

RECEIVED
RECORDED REGISTRY OF DEEDS
1998 MAR 10 AM 10:51
CUMBERLAND COUNTY