

## **LAKE VIEW ESTATES HOA DEEDED RESTRICTIONS**

THIS DECLARATION dated this 21st day of July, 1987, by PATTEN CORPORATION OF MAINE, a Maine Corporation organized and existing under the laws of the State of Maine, with a place of business at Portland, in the County of Cumberland and State of Maine, hereinafter referred to as the Grantor.

WITNESSETH:

WHEREAS, the Grantor has subdivided certain lots or parcels of land in Fayette, Kennebec County, Maine prepared by Main-Land Development Consultants, Inc., dated Feb. 12, 1987 and recorded in the Kennebec County Registry of Deeds File Numbers E-87144 through E-87147; which the Grantor proposes to develop and improve in accordance with said Plan, and

WHEREAS, the Grantor, intends to sell and convey lots from said Plan but desires to assure to said purchasers and their several heirs, successors, and assigns owning such lots, and their tenants, employees and guests, 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 subjected to certain restrictions, reservations, servitudes, covenants, agreements and easements as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the Grantor hereby covenants and agrees with the purchasers of the lots on said Plan and each of them that the property described on said Plan is and shall be held and shall be conveyed subject to the certain restrictions, reservations, servitudes, covenants, agreements and easements 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, and binding upon all the land described on said Plan, to wit:

Each lot conveyed in the Lake View Estates shall be subject to the following covenants and restrictions which shall run with the land:

1. **COMMERCIAL USES PROHIBITED:** No lot shall be used for any commercial purpose whatsoever, but solely for private residential purposes. This restriction shall not be construed to prevent rental of any home on said lot for private residential purposes, or to prevent on individual lots owner conducted home occupations in the dwelling unit on the lot which shall be clearly incidental and subordinate to its useful residential purpose. Not more than 20% of the floor area of the dwelling unit shall be used in the home occupation. Examples of home occupations are craft work and artistic endeavors.

2. ONE HOUSE ONLY: No more than one principal residential building designed for single family use shall be maintained on any single lot at any one time with no more than one private garage or carport, and no other buildings shall be maintained without express written approval from the Association, which approval will not ordinarily be granted.

3. SETBACKS: No building shall ever be erected on any lot within 50 feet of Road R.O.W.; 150 feet from normal high water mark and not within 20 feet of any other exterior line of such lot; provided however, that while two or more adjacent lots are owned by the same party, this restriction shall apply only to the exterior sidelines of the entire group of adjacent lots held by the same owner. Providing however, that when applicable, more restrictive set back requirements set forth in Paragraph 15 of the Department of Environmental Protection Site Location Order dated June 4, 1987 shall apply.

4. BUILDING REQUIREMENTS: (a) All structures erected on any lot shall have as exterior finish, clapboards, shingles, masonry, or other quality finish, with no tar paper, tarred shingled, or other types of tarred siding allowed. (b) Each residential building shall contain at least 650 square feet of floor area, exclusive of porches, breezeways, sheds and garages. No residential building shall exceed 35 feet in height measured from the top of the foundation.

The foundation of said residential building shall not be more than three feet above the finished grade. (c) All structures erected on any such lot shall be promptly and expeditiously completed as to their exteriors, including paint, stain, or varnish or any exterior surfaces above the foundation, within 18 months after construction is commenced.

5. EXTERIOR APPEARANCE: Each lot and all improvements thereon shall be maintained by the owner so as to present a neat and attractive appearance at all times. No unregistered vehicles, junk or debris shall be stored on the premises; should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth. No outdoor fires shall be permitted, without proper burning permit. No activity shall be permitted on any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. A lot owner shall not build or re-grade so as to interfere with the natural drainage of surface water, if any, without installing suitable culverts or other drainage facilities, adequate to handle seasonal water runoff, and so designed as to discharge surface water from the lot in the same area and direction as would have occurred before such improvements.

6. PLUMBING: All plumbing, sanitary facilities, and private water supplies shall conform to all applicable Federal and State laws and local ordinances.
7. SIGNS: No signs or other advertising devices shall be exhibited on any lot, save for a single neatly kept sign, with not over 200 square inches of surface area, identifying the occupant(s).
8. ANIMALS: No animals or fowl shall be kept on the premises except ordinary household pets, regularly housed within the home.
9. TRAILERS AND TENTS: No house trailers, camping trailers, travel trailers, tents or other forms of mobile or temporary residence of any type or description shall be kept on the premises in excess of 120 consecutive days in any 12 month period.
10. MOBILE HOME: There shall be no mobile homes placed or stored on any lot.
11. ROAD MAINTENANCE AGREEMENT: Each lot in this subdivision is subject to the terms and conditions of a Road Maintenance Agreement, a copy of which is attached hereto as Exhibit A. Each purchaser of any lot in this subdivision shall execute a Road Maintenance Agreement and in substantially the same form as that attached hereto Exhibit A and the terms and conditions of said Road Maintenance Agreement shall be binding on the Buyer and his heirs and assigns forever.
12. SHORELAND ZONING: As specified in the Fayette Shoreland Zoning Ordinances must be observed. This applies to all properties within 250 feet of normal high water mark.
13. WELLS: The installation and use of dug wells is prohibited and shall not serve as a source of water supply on any lot.
14. FURTHER SUBDIVISION: No lots shall be further subdivided.

These restrictions may be enforced by Patten Corporation of Maine, Lake View Estates Homeowners Association, individual lot owners in the subdivision and the inhabitants of the Town of Fayette who shall be entitled to proceed at law or in equity against anyone who violates these restrictions and shall further be entitled to attorneys fees and court costs incurred in proceedings brought to seek compliance with these restrictions.