

Initial  
W

## DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made this 13<sup>th</sup> day of November, 2025, by FRANK JOSEPH BIANCO, JR. , having a mailing address of P.O. Box 123, Blue Hill, ME 04614 (the "Declarant"), who is the owner of certain real property located in Brooklin, County of Hancock, State of Maine, as more particularly described in that certain deed recorded in Book 7089, Page 967 of the Hancock County, Maine Registry of Deeds (the "Property").

WHEREAS, Declarant is the owner of the Property situated in Brooklin, County of Hancock, State of Maine, as more particularly described in the aforementioned deed;

WHEREAS, Declarant has subdivided the Property by virtue of the subdivision plan entitled "Bianco Subdivision, Flye Point Road & Harriman Point Road, Hancock County, Brooklin, Maine," dated August 12, 2025 and recorded in File 53, No. 50 of the said Registry of Deeds (the "Subdivision Plan");

WHEREAS, Declarant desires to impose certain restrictions, covenants, and conditions upon the Property for the benefit of the Property and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, encumbered, leased, used, occupied, and improved subject to the following restrictions, covenants, and conditions, which shall run with the land and shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

### ARTICLE I: DEFINITIONS

1.1 "Property" shall mean and refer to that certain real property described in the deed to Frank Joseph Bianco, Jr., recorded in Book 7089, Page 967 of the Hancock County, Maine Registry of Deeds.

1.2 "Lot" shall mean and refer to any portion of the Property designated for separate ownership and occupancy as shown on the Subdivision Plan.

1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property.

1.4 " Subdivision Plan" shall mean and refer to the plan entitled "Bianco Subdivision, Flye Point Road & Harriman Point Road, Hancock County, Brooklin, Maine," dated August 12, 2025 and recorded in File 53, No. 50 of the Hancock County Registry of Deeds.

## ARTICLE II: RESTRICTIONS

2.1 **Subdivision Restriction.** No Lot shall be further subdivided by any Owner. This restriction shall apply regardless of the method of subdivision, whether by formal subdivision plan, condominium declaration, or any other means of creating separate ownership interests in portions of any Lot.

2.2 **Vehicle Storage.** No junk cars, abandoned vehicles, or inoperable motor vehicles shall be stored, kept, placed, or maintained on any Lot where visible from neighboring Lots or from any street. For purposes of this provision, a "junk car" or "inoperable motor vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of thirty (30) days or longer, or which does not have an operable propulsion system installed therein, or which lacks current registration or inspection.

2.3 **Prohibited Structures.** No mobile homes, manufactured homes, trailer homes, or similar prefabricated residential structures shall be placed, erected, constructed, or otherwise located on any Lot. This restriction shall not apply to temporary construction trailers used during active construction of a permanent residence, provided such temporary structures are removed upon completion of construction, or to modular homes.

2.4 **Livestock Restrictions.** No bovine animals (including but not limited to cattle, oxen, or buffalo) shall be kept, maintained, or raised on any Lot. Ovine animals (including but not limited to sheep and goats) are permitted, provided they are kept in accordance with all applicable local and state regulations and do not create a nuisance to neighboring Lot owners.

2.5 **Residential Use.** All Lots shall be used exclusively for single-family residential purposes. No Lot shall be used for commercial, industrial, or business purposes, except for home occupations permitted by applicable zoning ordinances that do not create excessive traffic, noise, or other disturbances.

## ARTICLE III: ENFORCEMENT

3.1 **Enforcement.** These restrictive covenants may be enforced by the Declarant or any Owner of a Lot within the Property. Enforcement shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any covenant, either to restrain violation or to recover damages. The failure to enforce any covenant shall in no event be deemed a waiver of the right to do so thereafter.

3.2 **Remedies.** All rights and remedies provided herein shall be cumulative and not exclusive of any other rights or remedies available at law or in equity. In any action to enforce these restrictive covenants, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

#### ARTICLE IV: GENERAL PROVISIONS

4.1 **Binding Effect.** These restrictive covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the Property, or any part thereof.

4.2 **Amendment.** This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded in the Hancock County, Maine Registry of Deeds to be effective.

4.3 **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Hancock County, Maine Registry of Deeds at the time of such mailing.

4.4 **Severability.** Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

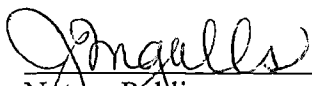
4.5 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the day and year first above written.

  
FRANK JOSEPH BIANCO, JR.

STATE OF MAINE  
COUNTY OF HANCOCK, ss.

On this 13th day of November, 2025, before me personally appeared FRANK JOSEPH BIANCO, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

  
Notary Public

Print Name: Joelle Ingalls

My Commission Expires: 8-4-30

JOELLE ANN INGALLS  
Notary Public • State of Maine  
My Commission Expires  
August 4, 2030