

Island Retreat  
Restrictive Covenants

EXHIBIT A  
RESTRICTIONS

1. For the purpose of paragraphs hereinafter set forth number 2 through 23 inclusive, the following terms shall have the following meanings:

A. Dwelling: a building designed for the intended to be occupied by not more than one (1) family. A building may incorporate therein facilities such as a garage and living quarters for domestic employees of the family occupying such building.

B. Accessory Building: A building or other structure designed and intended to be used for a purpose incident to the use or enjoyment of the Dwelling such as a garage, guest house, gatehouse, caretaker's cottage and other living quarters for domestic employees of the family occupying the Dwelling, a tool or workshop, a greenhouse or structure incidental to a swimming pool or tennis courts.

C. Improvement: Any Dwelling, Accessory Building, swimming pool, tennis courts, or other recreational facility or a fence, wall or any structure of any kind or nature whatsoever, constructed above the existing grade of the conveyed premises.

D. Construct, Constructed, or Construction: to erect, to place, to maintain, to occupy, to alter, or to install.

E. Grantor: Island Retreat Co., Inc., its successors and assigns.

F. Grantee: The Purchaser herein, his heirs, executors, administrators and assigns.

2. The Grantee shall not, nor permit others, to hunt, trap or in any other manner disturb the wildlife on the conveyed premises or on any land now owned or hereafter acquired by the Grantor on Swans Island, Hancock County, Maine.

3. The Conveyed premises shall not be subdivided and shall be used and improved solely for residential purposes.

4. Without the prior written approval of the Grantor, which approval shall not be unreasonably withheld or delayed:

(a) no blasting shall be done or permitted on the conveyed premises;

(b) no tree on the conveyed premises having a diameter of over three (3) inches shall be cut or permitted to be cut; and

(c) no devastation or changes to the conveyed premises natural shoreline shall be made, and no pollution thereof shall be permitted.

5. No animals, other than carriage and saddle horses or customary household pets, shall be kept or allowed on the conveyed premises without the prior written approval of the Grantor.

6. No sign of any kind (except the usual type of a sign identifying the owner) shall be placed or maintained on the conveyed premises without the prior written approval of the Grantor.

7. Any sewage disposal system installed on the conveyed premises shall not be unreasonably withheld or delayed, and shall be located, constructed and equipped in accordance with the requirements and standards of all Federal, State and local laws and regulations.

8. The conveyed premises are to be used for single-family residential purposes only which term shall not prohibit the lodging of any person who is a domestic employee of the Grantee, no building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on the conveyed premises, or on any part thereof, no improvement or structure whatever, other than a dwelling, patio walls, swimming pool, and customary outbuildings, garage, carport, servant's quarters, or guest house may be erected, placed, or maintained on the conveyed premises.

9. The native growth now on the conveyed premises shall not be cut, trimmed, pruned, destroyed or removed except as may be first approved in writing by the Grantor. In the event such growth is cut, trimmed, pruned, destroyed or removed, except as stated above, the Grantor may require the replanting or replacement of same, the cost thereof to be borne by the Grantee.

10. Except as hereinafter provided, no elevated tanks of any kind shall be erected, placed, or permitted on any part of the conveyed premises. Any tanks for use in connection with any residence constructed on the conveyed premises, including tanks for the storage of fuels, must be or walled sufficiently to conceal them from the view from adjoining lots, roads, or streets.

11. No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located closer, from any boundry line of the conveyed premises than thirty (30') feet and no dwelling shall be constructed on the conveyed premises consisting of less than five hundred (500) square feet of enclosed space.

12. The conveyed premises shall not be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such premises to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon said premises that will omit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the adjoining or surrounding property owners.

13. No applied decorations such as banners, profuse flags, pennants, blinking lights, or other appurtenances shall be permitted on the conveyed premises.

14. Garden equipment, sporting equipment, bicycles, carriages, and similar items placed on the conveyed premises shall be kept in enclosed areas.

15. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, placed, or permitted upon any part of the conveyed premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

16. No dwelling erected upon the conveyed premises shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor shall any dwelling be occupied until made to comply with approved plans, as hereinafter provided for. All construction shall be completed within

six (6) months from the start thereof, provided, that the Grantor may extend such time when in its opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon the conveyed premises unless approved in writing by the Grantor.

17. All plans for the construction of private roads and driveways and all building plans any dwelling, accessory building, fence, corral, wall, or structure to be erected upon the conveyed premises, and the proposed location thereof upon the conveyed premises, and any changes after approval thereof, and any remodeling, reconstruction, alteration, or addition to any existing building, road, driveway or other structure upon the conveyed premises shall require the approval in writing of the Grantor. Prior to commencing the construction of any road, driveway, dwelling building, fence, wall coping, or other structure whatsoever, or remodeling, reconstruction, or altering a road, driveway, or structure upon the conveyed premises, the Grantee shall submit to the Grantor, two (2) complete sets of road or driveway plans, showing the locations, course, and width of same and two (2) complete sets of building plans and specifications for the dwelling, building, fence, wall coping, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Grantor and which do not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon the conveyed premises. Approval of such plans and specifications shall be evidenced by written endorsement of the Grantor on such plans and specifications, a copy of which shall be delivered to the Grantee prior to the beginning of such construction, the approval of which by the Grantor shall not be unreasonably withheld or delayed. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Grantor. The Grantor shall not be responsible for

18. Drainage shall conform to the requirements of all Federal, State and local laws and regulations and shall be approved in writing by the Grantor.

19. No commercial vehicles, construction vehicles, or like equipment or mobile or stationary trailers of any kind shall be permitted on the conveyed premises unless first approved in writing by the Grantor.

20. No substantial changes in the elevations of the conveyed premises shall be made without the written approval of the Grantor.

21. No fill shall be used to extend the natural high water tideline of any waterfront property.

22. The Grantee shall not use, nor permit to be used, the conveyed premises as a place of public assembly, a dormitory or any other use which is not compatible with family living. No immoral, improper, offensive, or unlawful use shall be made of the conveyed premises and all laws with respect to the use of real property and personal conduct shall be observed. No nuisance or use of the conveyed premises shall be allowed, or anything done or placed on the conveyed premises which may be deemed a source of unreasonable annoyance, embarrassment or disturbance to other owners in the Development or which interferes with the peaceful possession or proper use of other lots in the Development.

23. No insecticide, deemed by the Grantor, to be harmful to human or animal life or vegetation shall be used on or around the conveyed premises.

The restrictions hereinabove set forth shall constitute covenants running with the conveyed premises and shall be binding upon the Grantee, his heirs and assigns. If the Grantee shall violate any of said restrictions, the Grantor or any owner of a building site in the Development shall have the right to use and recover damages

for the violation of any such restriction, and/or to maintain a suit against those so violating or attempting to violate any such restriction for the purpose of enjoining or preventing all or any such violations. The remedies in this paragraph contained shall not exclude any other remedies now or hereafter provided by law. Invalidation of any restriction set forth herein shall not effect or modify any of the other remaining restrictions herein. The restrictions set forth in the deed shall inure to the benefit of the Grantor, its successors and assigns, and to all persons who are or become owners of building sites in said Development.