

14-171

Know all Men by these Presents

BOOK 2450 PAGE 168

That I, STEPHEN J. BOWLEY, of Kennebunk, in the County of York and State of Maine,

in consideration of one dollar and other valuable considerations,

paid by H. RICHARD TONNESON and EVELYN TONNESON, both of Ocean Avenue, in the Town of Kennebunkport, County of York and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant,

bargain, sell and convey unto the said H. RICHARD TONNESON and EVELYN TONNESON,

to them
as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them,
and the heirs and assigns of the survivor of them, forever,

A certain lot or parcel of land situated Northwesterly of Shore Road, but not adjacent thereto, in Kennebunkport, in the County of York and State of Maine, said lot being more fully described as follows:

LOT NO. 2 as the same is depicted on a plan entitled "Plan Showing Cape Arundel North A Subdivision Of Land By Robert H. Brown, Jr., Kennebunkport, Maine Scale 1" = 100' January 2, 1976 Dow & Coulombe, Inc. - ENG's & Surv'rs - Saco, Me.", which said plan is duly recorded in the York Registry of Deeds in Plan Book 80, Page 22.

Reference is here made to deed of Daniel P. Mumaw to Stephen J. Bowley, dated November 28, 1977, and recorded in the York Registry of Deeds in Book 2289, Page 18.

The above described premises are hereby conveyed subject to the following covenants, conditions and restrictions which shall be considered as real covenants running with the land, to remain in force until the year 1990 A.D., to be binding upon the within Grantees, their heirs and assigns, and enforceable either in law or equity by Robert H. Brown, Jr., his heirs and assigns, or by the owner of any other premises as depicted on the aforementioned Plan:

1. That said lot shall be used for residential purposes only and shall be occupied by not more than one residential unit, said residential unit to contain a living space floor area of not less than twelve hundred (1200) square feet, as hereinafter detailed, shall not have a flat roof, and said residential unit shall include no buildings or structures other than the following, viz: One detached dwelling house designed as a residence for one family, one garage for private use constructed either as an integral part of the dwelling or as a detached building, and adapted for the storage of not more than three (3) automobiles, suitable garden structures, including a greenhouse, a swimming pool, and such additional structures as shall, from time to time, be used in connection with single family dwelling houses situated in similar neighborhoods. No building or structures of any kind except for the aforementioned residential structures shall be erected, used, maintained or allowed to stand on said lot.
2. That all sewerage and septic waste disposal shall be undertaken in conformity with applicable State and local authority.
3. That no business of any nature shall be conducted upon said premises, except that a lawyer, accountant, physician, dentist or architect residing in the said dwelling house may maintain therein an office for his sole professional use.
4. That, other than for household pets normally housed in a residence and water fowl specifically permitted in the pond presently in existence and lying Northeasterly of Elizabethan Drive, the keeping of poultry, swine or livestock shall not be permitted.
5. That the main residential structure shall contain at least twelve

hundred (1200) square feet of livable area on the foundation thereof, not including porches, screened, glassed in, or otherwise treated, stoops, garages, carports or other outside terraces; that no part of any residential structure shall be nearer than twenty (20) feet to the nearest sideline of any street or roadway, nor shall any part of any residential structure be nearer than fifteen (15) feet to the sideline of adjoining premises.

6. That all main residential structures shall be placed on permanent, continuous, masonry foundations, and that all utility services, including, but not limited to, electrical and telephone services, shall be installed underground.

7. That the exterior of all residential structures and the landscaping of the premises shall be completed within one (1) year from the date of the commencement of the construction thereof.

8. That no refuse containers or clothes lines shall be exposed to view without the written consent of Robert H. Brown, Jr., his heirs and assigns.

9. That no fences shall be erected on any of the lots depicted on the aforementioned plan without the prior written consent of Robert H. Brown, Jr., his heirs and assigns.

10. That the Grantees, for themselves, their heirs and assigns, by the acceptance of delivery of this deed, covenant and agree with Robert H. Brown, Jr., his heirs and assigns, as a part of the consideration for this deed, that until January 1, 1990, no building or other structure shall be erected, placed, or permitted to remain on said premises until the plans, specifications, and the location thereof on the said lot, including plans for the grading of the lot, shall have been approved in writing by Robert H. Brown, Jr., his heirs and assigns, provided, however, that in the event of the partial or complete destruction by fire or other casualty of any residential unit erected on the above described premises in accordance with the provisions set forth herein, the owner or owners thereof may rebuild such residential unit if the same plans, specifications, and location as were previously approved are utilized, without first obtaining the written approval of said Robert H. Brown, Jr.

11. That the approved location for septic waste disposal on said lot be utilized unless it can be shown that an equally suitable or more suitable site exists and that said alternative site does not adversely effect any adjacent premises. Approval of any alternative site must be given in writing by Robert H. Brown, Jr., his heirs and assigns.

12. That the clearing of minor trees and conversion to other vegetation is permitted for approved construction and landscaping. Where natural vegetation is removed, it shall be replaced with other vegetation which is equally effective in retarding erosion and preserving the natural beauty of the premises.

13. That the diameter, location and elevation of any culvert to be installed by the within Grantees in the sideline of Elizabethan Drive shall be approved by Robert H. Brown, Jr., his heirs and assigns.

14. That the Grantees herein shall be responsible for an equal share of the expense of maintaining Elizabethan Drive as the same is depicted on the aforementioned Plan for as long as said drive shall remain a private way; said share shall be computed by dividing the total maintenance cost by the number of lots as shown on said Plan, multiplied by the number of lots owned by each owner. For the purposes hereof, the determinations as to proper maintenance shall be by majority vote, with each lot owner having a single vote for each lot owned.

Said premises are conveyed subject to real estate taxes assessed thereon by the Town of Kennebunkport for the municipal tax year of 1978; such taxes are to be pro-rated between the parties hereto as of the date of delivery of this deed.

To Have and to Hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said H. RICHARD TONNESON and EVELYN TONNESON,

to them as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

And I do COVENANT with the said Grantees, as aforesaid, that I am lawfully seized in fee of the premises, that they are free of all incumbrances, except as herein noted and any applicable zoning laws and ordinances of the Town of Kennebunkport,

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid, and that I and my heirs shall and will Warrant and Defend the same to the said Grantees, their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said STEPHEN J. BOWLEY and MAUREEN M. BOWLEY, wife of the said STEPHEN J. BOWLEY,

joining in this deed as Grantors, and relinquishing and conveying all our right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 4th day of December in the year of our Lord one thousand nine hundred and seventy-eight.

Signed, Sealed and Delivered

in presence of

Thomas P. Deanebaull
to both

Stephen J. Bowley
STEPHEN J. BOWLEY
Maureen M. Bowley
MAUREEN M. BOWLEY

State of Maine,
YORK

Dec 4, 19 78

Personally appeared the above named

STEPHEN J. BOWLEY

the foregoing instrument to be his free act and deed.

and acknowledged

York, ss.
Notary DEC 6 1978 at 8:45 AM
I have seen the original

Before me,
Thomas P. Deanebaull
Justice of the Peace Notary Public