

DRAFT

DECLARATION OF COVENANTS
WITH RESPECT TO ROAD MAINTENANCE
INDIVIDUAL

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned as owners of certain lots or parcels of land located on Clinton Road in the Town of Cape Elizabeth, County of Cumberland and State of Maine, and more particularly described on the attached SCHEDULE A;

WHEREAS, the Undersigned desire to subject the Property shown as Lot A on the plan to a perpetual obligation to allow for maintenance of the private accessway to benefit Lot B, said maintenance being the responsibility of the owners of Lot B and Lot A equally;

NOW, THEREFORE, in consideration of these premises, the Undersigned for themselves and their respective successors and assigns, hereby subject the Property to the following agreement as covenants running with the land which shall be binding upon and enforceable by the parties and their respective successors and assigns, or by the then owners of any parcels subject to this Declaration, to wit:

1. **Maintenance of Road.** The Undersigned hereby agree to provide for the maintenance and repairs necessary to keep the private access way 10 Clinton Road passable on foot and by motor vehicles, including without limitation, the emergency vehicles of the Town of Cape Elizabeth, including grading, snowplowing, sanding and trimming of vegetation.
2. **Enforcement.** This Declaration may be enforced by all legally permissible powers of enforcement. All costs and expenses of enforcement and collection, including reasonable attorney's fees and interest on such costs and expenses, shall constitute a lien on the lot. The recording of this Declaration constitutes record notice of the lien, which may be foreclosed in the same manner as a mortgage or real estate or by any other method now or hereafter permitted by law. The Town of Cape of Elizabeth shall have the right, but not the obligation, to enforce this agreement in order to ensure access for emergency vehicles. Any and all costs incurred by the Town of Cape Elizabeth in enforcing this agreement and maintaining the road, including reasonable attorney's fees, shall be the responsibility of the Undersigned and any future lot owners who may join in the execution of this Declaration.
3. **Nonwaiver.** Nothing contained herein shall waive or impair the legal obligations of other owners in common of 10 Clinton Road to contribute to such expenses of maintenance and repair, or any rights of subrogation which the Undersigned may hold as a result of their advance of such expenses upon the failure of such owners to contribute their proportionate share.

4. General. Other owners of lots on Clinton Road may join in this Declaration by a written agreement duly recorded, but the failure to join in this agreement shall not impair their legal and equitable obligations of contribution.

If any provisions of this Declaration, or its application to any persons or circumstances, is invalid or unenforceable, then the remainder of this Declaration, or the application of such provision to other persons or circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the Undersigned has/have executed this Declaration of covenants this _____ of _____, _____.

WITNESS:

By
Its

WITNESS:

By
Its

STATE OF MAINE

, SS.

Personally appeared the above-named _____ and acknowledged the foregoing execution to be _____ free act and deed in said capacity and the free act and deed of _____
Before me,

Notary Public/Attorney at Law

Printed Name