

**GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS
MEADOW BROOK ESTATES**

THIS DECLARATION made this 24th day of May, 2023, by DP PROPERTIES, LLC, of Eddington, County of Penobscot, and State of Maine, (hereinafter called "Declarant").

1. DECLARATION PURPOSES:

1.1 General Purposes: Declarant is the owner of certain real property located in Eddington, County of Penobscot, and State of Maine commonly known as Meadow Brook Estates and desires to create therein a residential community.

Declarant desires to provide for the perpetual maintenance of the private roads as specifically delineated herein to, from and within the Meadow Brook Estates development.

1.2 Declaration: To further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that all real property hereinafter described in Article 3 as the "Properties," whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

2. MEMBERSHIP:

2.1 The members shall be any person/entity, persons/entities collectively owning or having a contractual interest in a single lot as depicted on the plan entitled "Final Subdivision of Meadow Brook Estates, Comins Lane, Eddington, Maine for DP Properties, LLC" September 22, 2020 by Plisga & Day Land Surveyors and bearing Project No. 86218 approved by the planning board which plan is recorded in Plan File 2020 Map 53 of the Penobscot County Registry of Deeds. Such person/entity or persons/entities shall be deemed an associate as to that lot. Collectively associates shall sometimes be referred to as the "Association"

2.2. Declarants shall not be an associate as to any lot which they own.

2.3. Voting rights: Each lot shall entitle its associate to one vote. When more than one person or entity holds an interest or interests in any lot, all such persons or entities shall have a single vote for such lot which shall be exercised as they among themselves determine by majority vote, but in no event shall more than one vote be cast with respect to any such lot. Votes shall be exercised at the annual meeting of the Association or at any special meeting at which a majority of the lot owners are present.

2.4. The annual meeting of the Association shall be on the second Tuesday of August in each year at a time and place to be determined by the officers.

2.5. Special meetings of the Association may be called on thirty (30) days written notice by the president (as elected by majority vote of the then existing associates) upon his own motion and shall be called by the president upon written application of any two Associates. Any associate may call the initial special meeting for the election of the officers.

2.6. No meeting of the Association shall be held unless a majority of those eligible to vote are present in person, or by proxy, but the meeting may be adjourned until such time as such a majority is available.

3. RESTRICTIVE COVENANTS:

The following restrictive covenants shall apply to all lots, or portions thereof, within Meadow Brook Estates recorded in Map File 2020 Map 53 of the Penobscot County Registry of Deeds:

3.1. Single Family: Lots within the Meadow Brook Estates Development may only be used for single family housing.

3.2. Commercial Use: No commercial or business use, whether for profit or non-profit, may be made of a lot or any portion thereof including any structures thereon, except that rental of property is allowed.

3.3. Limited Right of Way: Use of any road, any portion of which is situated on land now or formerly owned by the Declarants leading from the State route 9, so-called, or any other road over which the lot owner has been granted a right of way or easement is for the sole and express purpose of ingress and egress by owner and invitees to the lot.

3.4. Rules and Regulations: In order to assure the peaceful and orderly use and enjoyment of the lots, the Declarant, or after the Declarant has conveyed all his right, title and interest in all lots, the associates may from time to time adopt such reasonable rules and regulations governing the conduct of persons on said properties as may be deemed necessary, including, but not limited to methods and procedures for enforcing compliance with the Declaration. Such rules and regulations upon adoption, and every amendment and modification thereof, shall be delivered promptly to all lot owners and shall be binding upon all associates.

3.5. Deviations by Agreement with the Declarant: The Declarant may enter into agreements with any lot owner without the consent of any other owner, to deviate from any of the covenants set forth in this Article Three for reasons of practical difficulties or particular hardships which otherwise would be suffered by such owner. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such covenant as to other lots in the Meadow Brook Estates Development.

4. MAINTENANCE OF ROADS AND SIGNS:

4.1. Roads: The Association shall for the common benefit of all associates maintain all the roads leading to and along the Meadow Brook Estates Development from any of or private road, as is necessary to provide reasonable access to the Meadow Brook Estates Development as shown in Map File: 2020 Map 53 of the Penobscot County Registry of Deeds as determined by two-thirds vote of the associates.

4.2. Road Maintenance Standards:

(a) Existing roads will be kept open and free of debris and clear of ice and snow for the passage of vehicles, emergency vehicles, Declarant contractor vehicles, and those with the right to use the roads.

(b) All culverts and cross-drainage will be kept open and free of debris such that the passage of water is unrestricted. All damaged culverts or cross-drainage's will be repaired promptly.

(c) All unpaved roads will be graded at least twice annually - once in the spring after the frost has left the ground and once in the fall prior to the freezing of the ground. Grading will be done by adequately sized equipment to shape and recover gravel surfaces. Roads will be crowned in the center to facilitate water run-off and collection inside ditches. Existing ditches will be cleaned and reshaped during each grading to adequately channel water to outflow locations. The surface of travel way shall be of a gravel material to prevent creation of mud during wet periods and shall not contain clay. Paved roads shall be maintained free of holes and cracks that negatively affect motor vehicle operation

(d) No relocation, material reconstruction, including changes in surface material or significant clearing of vegetation along the roads shall be allowed without the prior written approval of the Declarant, which approval shall be at the discretion of the Declarant and proper notice in writing will be required to the Declarant not less than thirty days from such proposed relocation, reconstruction or clearing, until the Declarant has conveyed all lots of Meadow Brook Estates to Associates. Notice to Declarant shall contain a map or plan showing location of any proposed relocation, reconstruction or clearing along with a written description of work to be done, by whom and the anticipated time of beginning and ending of such construction, relocation, or clearing.

4.3. Extent of Members Easements: The rights and easements of enjoyment created hereby and in deeds to the associates shall be subject to the rights of the Declarant, his successors and assigns.

4.4. Rights Reserved by the Declarant: The Declarant, for itself, its successors and assigns, reserves for the benefit of the Declarant, or any properties of Declarant, or any successor or assign of the Declarant, the following rights in any properties transferred to the Association or the associates:

(a) Unless expressly waived by the Declarant, Declarant reserves exclusively unto himself, his successors and assigns, a perpetual alienable and releasable utility easement and right in, on, over and under the roads leading from any public or private road to the Meadow Brook Estates Development, including any spur roads, to erect, maintain, operate and use poles, wires, cables, switches, conduits, directional and informational signs, drainage ways, sewers, wells and other suitable equipment on, in or through these portions of the properties as may be reasonably required for utility line purposes. The Declarant, without obligation, reserves the right to transfer such utility and utility easements and easements of access to such utility and utility easements, in whole, or in part, to another person or entity, whether public or private,

which shall undertake to provide such utility services. No utility, communications, or public convenience may be installed or operated unless such facility is approved by the Declarant. The Declarant or service providers approved by Declarant may charge reasonable fees for the provision of such utility, communication or public convenience or services. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance of any roads or to the grounds of any associate caused by such utility installation shall be repaired and said grounds returned to a reasonable reconstruction of their prior condition by the Declarant.

4.5 The Declarant reserves, for the benefit of the Declarant, its successors, assigns, employees and licensees an easement for an unobstructed use at all times of all roads and spur roads leading from any public or private road to the Meadow Brook Estates Development for all purposes consistent with the use thereof, including, without limitation, for all usual land development and management activities on any real property.

4.6 No Affirmative Obligation Unless Stated: ANY RESERVATION OR RIGHT OF THE DECLARANT, WHICH IS STATED IN OR IMPLIED FROM THESE COVENANTS SHALL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED IN THESE COVENANTS.

(d) These rights reserved to the Declarants do not in any way restrict the utility easements granted to other members.

5. COVENANT FOR MAINTENANCE ASSESSMENTS:

5.1. Assessments by Declaration and the Association:

(a) Creation of the lien and personal obligation of assessments: Each owner of a lot, by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself/itself, his/its heirs, representatives, successors and assigns, to pay the Association, following such conveyance, assessments and charges as provided herein. All such assessments and charges shall be fixed, established and collected from time to time as hereinafter provided. All such assessments and charges, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be a charge on the land and dwellings with respect to which such assessments or charges are made and shall be a lien against such land and dwellings and each owner hereby consents to the recording of said lien in the Penobscot County Registry of Deeds which lien shall be an encumbrance on such land and dwellings. Each such assessment and charge, together with the interest thereon and costs of collection thereof, also shall be the personal obligation of the member who is the owner of such assessed lot at the time when the assessment fell due.

(b) Purpose of assessment: The assessments may be levied against the lots for the purpose of establishing the necessary reserves and for raising funds in order to provide for maintenance of all roads providing necessary access to the Meadow Brook Estates Development.

(c) Computation of operating budget and assessments: The Associates shall elect, at their annual meeting, a three member Board, the members of which must have an ownership interest in a lot. It shall be the duty of the Board at least thirty days prior to the Association's annual meeting to prepare a budget covering the estimated costs of maintaining the roads during the coming year. The Board shall cause the budget and the proposed assessments to be levied against each lot for the following year, to be delivered to each lot owner at least twenty one days prior to the meeting. The budget and assessments shall be deemed ratified and approved unless disproved at the annual meeting by a vote of seventy-five percent of the total votes cast at the meeting. In the event the budget is disproved, the budget last approved by the members shall be continued until such time as the members approve a subsequent budget proposed by the Board.

The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to, and paid by the lot owners as follows:

Except as provided above, each lot shall be assessed, and the owner or owners thereof shall pay a fraction of said requirements, the numerator of which shall be one and the denominator of which shall be equal to the number of lots on the properties subject to this declaration. The maximum annual assessment for an owner of a single lot shall not exceed \$500.00, unless so approved by fifty one percent of all lot owners of the Association at an annual or special meeting. The Declarant shall have no obligation for such assessments on unsold lots. The sum due the Association from each individual owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual lots, subject to foreclosure as hereinafter provided.

5.2 Due Dates; Duties of the Board: All assessments shall be payable annually in advance on the date ordered by the Board. The Board shall fix the date of the commencement in the amount of the assessment against each lot and shall prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any associate. Upon written request of an associate, or his mortgagee, the Board shall promptly furnish such member or his mortgagee with a written statement of the unpaid charges due from such member.

5.3. Effect of Non-Payment of Assessment or Other Charges; the Personal Obligation of the Owner; the Lien; Remedies: If any assessment or other charges payable pursuant to this Declaration are not paid on the date when due as provided herein, then such assessments and charges shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall also be a personal liability of the then owner. Such liens shall be prior to all other liens except: (a) tax or assessment liens on the lot by the taxing subdivision of any governmental authority, including but not limited to state, county, town and school district taxing authorities; (b) all sums unpaid on any first mortgage of record encumbering the lot. The personal obligation of the then owner to pay such assessment or charges shall remain his personal obligation for the statutory period and shall not pass to his

successors in title unless expressly assumed by them, provided however the lien shall act as an encumbrance on the land.

If any assessment or charges are not paid within thirty days after the delinquent date, the assessments and charges shall bear interest from the date of delinquency at the rate of eighteen percent per annum and the Association may bring an action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment or charges, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment or charges as above provided and a reasonable attorney fee to be fixed by the Court, together with the costs of the action. This lien may be enforced by any method provided by law, now or hereafter, for the enforcement of liens including but not limited to, the methods provided for the foreclosure of mortgages.

6. GENERAL PROVISIONS:

6.1. Duration: The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all lots shown on the Final Subdivision Plan of Meadow Brook Estates recorded in Penobscot County Registry of Deeds in Map File 2020 Map 53 and shall inure to the benefit of and be enforceable by the Declarant, the Association or the owner of any of the lots subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term twenty (20) years from the date this Declaration is recorded, after which time said covenants will automatically extend for successive periods of ten (10) years unless an instrument signed by the then owners of ninety percent of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

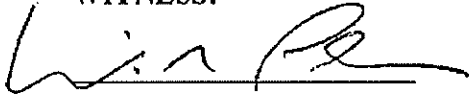
6.2. Notices: Any notice sent or required to be sent to any owner under the provisions of this Declaration, unless otherwise provided herein, shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as an owner on the records of the Declarants or the Association at the time of mailing. Each owner shall have the affirmative duty and obligation to inform the Declarant or the Association, whichever is applicable, in writing of any change of ownership of the properties, the owner's current address, and any failure of the owner to receive any information from Declarant or the Association at the correct address of the owner.

6.3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien or right created by these covenants. Failure by the Declarants, the Association or any owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

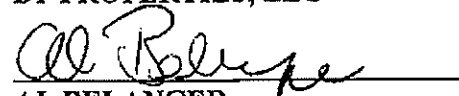
6.3. Amendments: This Declaration may be amended at any meeting of the Association by a three-fourth's vote in person or by proxy of those lot owners eligible to vote.

IN WITNESS WHEREOF, the foregoing instrument has been executed on the day and year first above written.

WITNESS:



DP PROPERTIES, LLC



**AL BELANGER
MANAGING MEMBER**

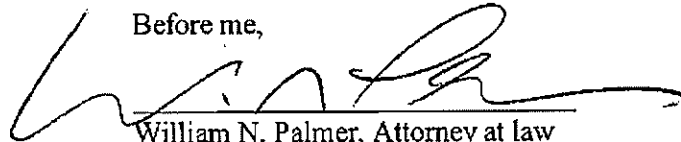
STATE OF MAINE

Penobscot, ss.

May 24, 2023

Then personally appeared the above-named Al Belanger, Managing Member of DP Properties, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of DP Properties, LLC.

Before me,



William N. Palmer, Attorney at law