

DECLARATION OF COVENANTS

NORTHEAST CARRY

In this declaration, the *Declarant* is **Great Northwoods, LLC**, a Delaware limited liability company with a place of business in Bangor, Maine. The *Property* means the real property described below. A *Lot* means any of the numbered lots shown on the plans described below. An *Owner* means any owner of any Lot, other than mortgagees or others who hold title solely as security. The *Association* means Northeast Carry Homeowners Association, a Maine nonprofit corporation.

DECLARATION

The Declarant, being the owner of the Property, in order to provide for the maintenance of the common access roads serving the Lots and the responsible management of the Lots, hereby declares that the Property is, and forever after shall be, held, transferred, sold, and conveyed subject to the covenants, restrictions, easements, liens, and charges set forth below, which shall run with the land and may be enforced by the Declarant, the Association, or any Owner.

PROPERTY SUBJECT TO THIS DECLARATION

The Property which is subject to this Declaration is located at Moosehead Lake in T3, R15, WELS, Piscataquis County, Maine, and is more particularly bounded and described as Lots 1 through 28 as set forth on the plans entitled *Final Survey Plan of Lots on Old Northeast Carry Road & North Shore Road*, dated September 21, 2001, and recorded in the Piscataquis County Registry of Deeds in Cabinet M, Pages 168 through 171.

COVENANTS, RESTRICTIONS, EASEMENTS, LIENS, AND CHARGES

1. Every Lot includes an appurtenant easement to use the common access roads serving the Property for purposes of access to the Lot, but this easement is subject to the terms of this declaration and the bylaws, rules, and regulations of the Association. This easement does not include the right to install utility services. The common access roads only include Old Northeast Carry Road, North Shore Road, and the Driveway Access Roads as shown on said plans of the Property. No easements or rights of any kind are hereby granted in any other roads on lands of the Declarant or in which the Declarant has any interest (including especially, but not limited to, the Golden Road, the Greenville Road, and the Lobster Lake Road), nor may any such easement or rights be implied in any conveyance of a Lot with reference to said plans. Every Lot crossed by a common access road is burdened by the easements benefiting the other Lots. Every Lot which is crossed by a driveway, footpath, utility line, drainage route, or other facility for the benefit of one or more other Lots or other land of the Declarant, whether or not shown on said plans, is burdened by an easement benefiting such other Lots or land. The location of the common access roads is as shown on the plans of the Property described above. If the location of any portion of a common access road cannot be determined with certainty from the said plans, then the centerline of the strip of land burdened by this easement shall be presumed to be the centerline of the existing road.

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2. The easements granted by this Declaration are not exclusive. The Declarant may use the common access roads to benefit its adjoining lands or the lands of others and may grant similar or additional easement rights to others.

3. By acceptance of a deed of a Lot, every Owner expressly acknowledges, for himself and for his heirs, successors, and assigns, that the Lot is conveyed without the benefit of any easement, including (but not limited to) any easement expressed, implied, or by necessity, over any adjoining lands of the Declarant, notwithstanding that the Lot might not otherwise have access to a public way. The use of any road over such other lands is entirely at the revocable permission of the Declarant and other landowners and is at all times subject to the access charges, gate fees, and other regulations which they or their agents may impose.

4. Travel upon said roads is entirely at the risk of those electing to do so, and every Owner, by acceptance of a deed of a Lot, agrees to indemnify and hold the Declarant, its successors, and assigns, harmless from and against all liability, cost, and expense arising out of the use of said roads by the Owner or by others at their invitation.

5. The Declarant, its successors, and assigns, may occasionally and temporarily close or limit travel on all or any of said roads due to circumstances associated with the operation and management of its forestlands.

6. Each Lot may be used only for single-family, residential purposes and may not be used for more than one such residence, unless more than one such residence exists on a Lot at the time of this Declaration and is depicted on said plans. No Lot may be used for commercial purposes, other than a home occupation (provided the same is permitted under all applicable land use and zoning requirements). Notwithstanding the foregoing, Lot 25 is currently being used for commercial purposes and may continue to be used for commercial purposes, provided that the same comply at all times with applicable land use and zoning requirements.

7. No Lot may be further subdivided without the prior written approval of the Declarant and the Association.

8. The Association has the right to make decisions concerning the maintenance and improvement of the common access roads. No Owner may independently undertake any such maintenance or improvement. The common access roads do not include driveways, which are defined as roadways or road segments which serve only a single Lot. Any questions as to whether particular roads or segments are common roads or driveways shall be decided by the Association. The Declarant is not obligated to construct, repair, or maintain any road, whether or not shown on said plans.

9. Every Owner is entitled to be a voting member of the Association. An equal number of votes in the Association shall be allocated to each Lot.

10. In order to pay for road maintenance (which shall not include snow removal or other expenses to keep the roads passable during the winter) and improvement (and related administrative costs), the association may levy an assessment against each Lot (except for any Lots owned by the Declarant), which is a personal obligation of the Lot's Owner(s), may be collected by an action in any court of competent jurisdiction, and constitutes a lien upon the land until paid. 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. The obligations secured by this lien also include all costs of collection, including, but not limited to, attorney fees, paralegal fees, and court costs, together with interest at a rate to be set by the Association (but which interest rate shall not be higher than permitted by law).

11. The assessments shall be made equally against all of the Lots (but not including any Lots owned by the Declarant), except for expenses caused by or arising from the actions or negligence of particular Owners or their invitees, which shall be assessed exclusively against such Owners and their Lots.

12. This declaration constitutes notice of the lien hereby created. The priority of any lien arising hereunder, whether or not further evidenced by the later recording of any claim or certificate of lien, shall relate back to the date of this declaration.

13. The Association may fulfill its maintenance and improvement responsibilities in cooperation with any similar organization, and it may merge with or become a part of another association. Provided that such successor association gives the Owners the same or similar rights as are provided by this declaration, then this declaration shall remain effective and may be enforced by any such successor association.

14. The acceptance of a deed of a Lot automatically terminates any lease of the Lot which may exist between the Declarant and the Owner(s), without need of any further instrument.

In witness whereof, Great Northwoods, LLC has caused the foregoing instrument to be signed and sealed by Daniel P. Smith, its duly authorized agent as evidenced by the Certificate of Authority dated November 28, 2001 and recorded in the Piscataquis County Registry of Deeds at Book 1352, Page 66, this 4 day of December, 2001.

Witness:

Vereen H. H. H.

Great Northwoods, LLC

By: Daniel P. Smith

Daniel P. Smith
Its authorized agent

STATE OF MAINE

Penobscot County

December 4, 2001

Personally appeared the above named Daniel P. Smith, in his capacity as authorized agent for Great Northwoods, LLC, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Great Northwoods, LLC.

PISCATAQUIS, SS. REC'D

2001 DEC -6 AM 10:44

ATTEST

Linda M. Smith
REGISTER OF DEEDS

Karen A. Huber
Karen A. Huber, Attorney At Law