DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND COMMON EASEMENTS OF WEST COVE, LLC

WITNESS this DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS and COMMON EASEMENTS, made by WEST COVE, LLC, with an address of 192 Mill Road, Edgecomb, Maine 04556, hereinafter referred to as "Declarant".

WHEREAS, Declarant has acquired by deed, certain parcels of land situated near the Litchfield Road in the Town of Freeport, County of Cumberland and State of Maine, containing approximately one hundred eighteen acres; and

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Freeport, which development is known as West Cove and is more particularly described in a Plan labeled "West Cove Subdivision" made by Associated Design Partners, dated March 11, 2007 and revised through December 22, 2007, approved by the Project Review Board of the Town of Freeport, Maine, on February 20, 2008, and recorded in the Cumberland County Registry of Deeds in Plan Book 208 , Pages 100, 101; and, 102.

WHEREAS, Declarant desires to provide for the improvement of West Cove Subdivision in accordance with a harmonious plan for the relative location of residential structures, garages, rights-of-way, easements, roads, common areas, and general land use, all to assure the purchasers of lots in West Cove Subdivision, their heirs and assigns owning such lots, that the use, benefit, and enjoyment of the individual lots, common amenities, facilities, easements, and roads will not conflict with the harmonious plan; and,

WHEREAS, Declarant desires to create a residential area of West Cove Subdivision providing for the greatest possible degree of health, safety, environmental beauty, and amenity for the property owners and inhabitants thereof, and to effect the foregoing purposes, desires to subject the property to protective covenants and common easements and to the provisions for a homeowners association for the administration and enforcement of same, the maintenance and improvement of certain common facilities, and the establishment, collection and disbursement of assessments, all as set forth hereinafter, each and all of which are for the benefit of the property and of each lot of the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way and other common facilities, and otherwise carrying out the functions of a homeowners association and the provisions and objectives of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the property shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the protective covenants and restrictions, the reservations and exceptions, the common rights and easements, and the provisions of a homeowners association hereinafter set forth, all of which are declared to be in furtherance of a uniform scheme for the development of the property and that said protective covenants, reservations, common easements, and provisions for a homeowners association are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the parcels located thereon, to create mutual, equitable servitudes upon each of the parcels in favor of each and all other parcels therein and to create reciprocal rights and

privities of contract and estate between all persons acquiring or owning any interest in any portion of the property including Declarant, and Declarant's grantees, successors, administrators, and assigns and shall be deemed to run with the land and be a burden and benefit to and enforceable by all such persons, including Declarant, and Declarant's grantees, successors, administrators, and assigns, and by the homeowners association.

Article I
Definitions

The following words, shall, as used herein, have the following meanings, unless the context plainly requires otherwise:

a. Road. All roads and ways as shown on the Plan of West Cove Subdivision.

b. Association. The homeowners association named West Cove Homeowners Association, which Declarant has organized as a nonprofit corporation for the purpose of administering and enforcing the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way and other common facilities, and otherwise carrying out the functions of a homeowners association and the provisions and objectives of this Declaration.

c. Declarant. West Cove LLC, as aforesaid, and any successor to all of Declarant's right, title, and interest in and to the property.

d. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any lot or parcel, but not including Declarant.

e. Lot or Parcel. Any one of the numbered lots within the property as shown upon the Plan, which may hereafter be conveyed by Declarant.

f. Plan. That Plan labeled "West Cove Subdivision," dated March 11, 2007 and revised through December 22, 2007, approved by the Project Review Board of the Town of Freeport, Maine, on February 20, 2008, and recorded in the Cumberland County Registry of Deeds in Plan Book 208, Pages 100, 101 and 102.

ARTICLE II
Reservations and Exceptions

There is hereby excepted and reserved to the Declarant, for so long as it shall own any portion of the numbered parcels, and thereafter to the Association the following:

a. Road. A right-of-way for all purposes over, across and through the Road, together with the right to install and maintain underground electrical, telephone, and cable lines, and drainage areas adjacent to, within or under the traveled portion of said roads.

b. Common Areas. The right of access to, across, and through the Common Areas of the Homeowner's Association, as shown on the Plan.

c. Utilities. Declarant reserves the right to grant easements for utility purposes to enter onto any lot within fifteen (15) feet of the road lot line for the purpose of constructing, and installing underground utilities and drainage.

This Declaration is independent of any requirements or restrictions imposed by the ordinances of the Town of Freeport. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. Except as otherwise expressly stated herein, the Town of Freeport has no authority or responsibility to enforce the provisions of this Declaration.

ARTICLE III
Supplemental Declarations

This Declaration may be amended from time to time by Supplemental Declarations duly executed by Declarant, or after conveying the roads and easements to the West Cove Homeowners Association, by a vote of 2/3 of the Lot Owners.

So long as any portion of the property is served by a private sewage disposal system, no amendment or termination of this Declaration relating to the repair, replacement, operation or funding of said private sewage disposal system shall be effective unless approved by the Town of Freeport Project Review Board.

No amendment or termination of this Declaration relating to the repair, replacement, operation or funding of the storm water management system, including, without limitation, those areas shown on the Plan as "DEP Buffer," shall be effective unless approved by the Town of Freeport Project Review Board.

ARTICLE IV
Common Rights and Easements

Each conveyance of a parcel shall be deemed to include as appurtenant to said parcel, subject to such reasonable regulations as may be established from time to time by the Association, the following:

a. Access. A right-of-way for all purposes over and along the Road, in the subdivision, as said is shown on the Plan of the Subdivision, in common with Declarant and in common with the owners of the other parcels.

b. Common Areas. A right of reasonable use of the Common Areas, including any and all playing fields and areas, for purposes of passive and active recreation, provided that no improvements shall be made except as authorized by the Maine DEP and the Project Review

Board of the Town of Freeport. The Association shall have the power and duty to set rules and regulations concerning the use of said common area. Section *504A.4.* of the Freeport Zoning Ordinance ("Uses Permitted on Required Open Space Lands") in effect on February 20, 2008, a copy of which is attached to this Declaration as Exhibit B, is incorporated herein for a description of allowable uses of the Common Areas.

ARTICLE V
Protective Covenants and Restrictions

a. Residential Use. No parcel shall be improved or used except for single family residential purposes, with no more than one principal residence and improvements accessory thereto.

b. Prohibition on Subdividing Land. No lot or parcel shall be divided or its boundaries altered without the prior approval of the Freeport Project Review Board.

c. Road Maintenance. The Declarant shall construct the roadways designated on the Plan in accordance with the Plans and specifications approved by the Project Review Board for the Town of Freeport. The Road shall be deeded to the Homeowners Association at the same time control of the Association is transferred from Declarant to the Association. Thereafter, the West Cove Homeowners Association shall have the right, duty, and obligation to maintain the roadways.

d. Design of Dwelling; Approval process. No modular or manufactured homes shall be permitted. All dwellings must be single family. No building shall exceed thirty-five (35) feet in height. Chimneys are to be brick or stone. Buildings shall have exterior siding of either painted or stained wood clapboards, shingles, brick or stone. Roofs shall be wood shakes, standing seam metal or asphalt shingle and be of an architectural style or look. No dwelling or other building erected on any lot shall be covered with tarpaper, asphalt siding or corrugated metal siding.

Building design, including but not limited to roof shapes, building orientation, exterior color, materials texture and window treatment shall be of a character harmonious with the natural rural setting of the land. Construction shall be of a type that will not detract from the value of other property on adjacent parcels or of the Declarant's remaining property.

e. Maintenance. All parcels, including the Common Areas, shall be maintained in a neat, attractive manner and kept in good repair. Every domestic water supply system and sewage disposal system shall be kept and maintained in compliance with all federal, state, and local requirements and in compliance with the provisions of this Declaration. Any lot that includes a Buffer Area (shown on the Plan as "DEP Buffer") shall be deeded to the owner with a restriction describing the maintenance required for that Buffer Area under Department Order of Approval L-23733-L3-A-N issued by the Maine Department of Environmental Protection dated December 18, 2007.

In the event of any malfunction of the sewage disposal system or any component thereof, the Association shall be deemed to be the owner, occupant, tenant and occupant-in-possession as

those terms are used in Section 3428 of Title 30-A of the Maine Revised Statutes, as it may be amended from time to time. The Town of Freeport may give all notices, serve all orders and pursue all remedies provided in said statute directly against the Association. The Association shall be responsible to the Town for remedying any malfunction in the sewage disposal system and for abating any nuisance caused by any such malfunction.

f. Surface Water. No owner of a lot, his agents, or successors in interest shall alter the natural course of surface water on any lot in a way which would alter the natural flow of such water across any other parcel, unless such alteration is approved by the owners of all parcels affected, by the Town of Freeport Project Review Board and, if so required, by the Maine Department of Environmental Protection.

g. Compliance with Ordinances. All construction activities, including the siting of buildings, septic systems, and water supply shall be in accordance with all local, state, and federal laws, codes, ordinances, and regulations.

h. Compliance with Stormwater Management Requirements: The Declarant and West Cove Homeowners Association shall comply with the terms of the DEP Site Location of Development Findings of Fact and Order L-23733-L3-A-N, (including the maintenance requirements of the Stormwater Management System) dated December 18, 2007, to be recorded in the Cumberland County Registry of Deeds.

i. Maintenance of Common Areas and Storm Water Management Structures. The Declarant and The West Cove Homeowners Association will be responsible for the maintenance of all proposed stormwater management structures. The Homeowners Association shall provide for the maintenance and conservation of the buffers. To maintain the efficiency of the stormwater management plan, annual sweeping of the paved areas and annual cleaning of the storm drainage structures shall be performed. The DEP may request to inspect the site at a future date. The Declarant during construction, and then the Homeowners Association after construction, will comply with the Erosion Control and Stormwater Maintenance Plan dated October 22, 2007 prepared for the Declarant, a copy of which is attached to this declaration as Exhibit A.

In the event of a malfunction or obstruction of any storm water drain or other storm water management device located on the property, to the extent that such malfunction or obstruction damages any street or highway, the Association shall be deemed to be the person using the drain as that term is used in Section 3426 of Title 30-A of the Maine Revised Statutes, as such may amended from time to time, and the Town of Freeport may give all notices, serve all orders and pursue all remedies provided under such statute directly against the Association and the Association shall be responsible for remedying any malfunctions, obstruction or disrepair of such drain or device and for repairing any damage to the street or highway caused by such malfunction, obstruction or disrepair.

Records of all inspections and remediation work shall be kept on file for a minimum of 5 years. The maintenance logs must be made available to the Maine DEP upon request. Inspections shall be performed in accordance with the schedules outlined in this application. A

report of all inspections, findings, maintenance, and remediation work must be reported to the Town of Freeport Engineering Department on an annual basis, starting one year after the conveyance of the first building lot.

j. Animals. The keeping of poultry, swine, dog kennels, livestock, or other animals shall not be permitted on the property except household pets normally housed in a single family residence.

k. Trash. Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from the road or any other parcel.

l. Tree Cutting. Any cutting of trees shall be done in compliance with the Plan Department Order of Approval L-23733-L3-A-N of the Department of Environmental Protection dated December 18, 2007. This section shall not preclude the removal of diseased or naturally damaged trees.

m. Completion of Construction. Any construction, including landscaping, commenced on any lot shall be completed within a period of 12 months from the date construction originally commenced. The Association shall have the right to set, assess, and levy fines for violation of this section.

n. Unregistered Motor Vehicles. No unregistered motor vehicles may be kept on any property located in the subdivision. No house trailer shall be permitted to remain on the property.

o. Tractor Trailers. No tractor trailers may be kept on any property located in the subdivision.

p. Water Supply. The water supply for each lot shall be provided by means of a private well.

q. Buffer Areas. The deed to any lot containing a buffer area as shown on the Plan shall contain a restriction consistent with the buffer area restrictions affecting the Common Areas, described below.

ARTICLE VI
West Cove Homeowners Association

The owner of each lot within the property, or his heirs, successors, or assigns, shall automatically, during the period of his ownership and by virtue of said ownership, be a member of the Association so long as he retains title to any lot on the Plan.

a. Purposes. The purposes of the Association shall be the ownership, operation and maintenance of the Common Areas of the subdivision, roads in the subdivision, common drives and any other common facilities of limited or general use located within the Common Areas; the administration and enforcement of the protective covenants and easements set forth in this

Declaration; the general protection of the property; and the performance of any functions relating to the use, maintenance, or improvement of the property required by this Declaration or which may be approved by vote of the owners.

The Declarant shall convey its interest in the roads, common areas, drainage ways, storm water management structures and reserved easements to the West Cove Owners Association upon sale of eighty percent (80%) of the lots in the Subdivision.

The Association shall preserve, protect and maintain the Common Area Buffers as shown on the Plans in as natural a state as possible, keeping in mind the safety of those persons having rights to use those areas. The non-wooded Buffers as shown on the Plans may not be mowed more than twice per calendar year. The wooded Buffer areas as shown on the Plans may be cleared of dead and diseased wood, but otherwise must be left in a natural state. Any change to these restrictions must be approved by the Maine DEP and the Town of Freeport Project Review Board.

b. Easement to Lands and Facilities. Each owner of a lot within the property shall have an easement to use the lands and facilities owned by the Association.

c. Bylaws. The Association shall be organized and operated pursuant to the Bylaws of West Cove Homeowners Association.

d. Voting. Each lot owner, by virtue of his ownership of a lot, shall automatically be entitled to one vote as provided for in the Bylaws of the Homeowners Association.

e. Assessments. i. Each owner shall be assessed by the Association, at least annually, a fee covering his share of the net costs of carrying out the functions and purposes of the Association. The fees shall be computed and collected in accordance with the Bylaws of the Association. The collection of the assessments may be made in advance and limited reserves may be maintained in order to ensure that the purposes and obligations of the Association are carried out in a timely manner.

ii. Such assessments as collected by the Association shall include any municipal taxes as charged against the Common Areas or the roads. Each owner shall pay a share of such tax proportionate to the number of lots owned by that owner.

iii. Such assessments, together with interest thereon, and cost of collection as provided in said Bylaws shall be charged upon each lot owner against whom each assessment is made. If any assessment is not paid when stated to be due, then such assessment shall become delinquent. If the assessment is not paid within thirty *(30)* days after the due date, the assessment shall bear interest at the rate of eighteen (18) percent per annum from the due date and any owner or owners, or the Association, may have a lien against the lot so assessed which may be enforced in the same manner and with the same force and effect as a mechanics lien filed pursuant to 14 M.R.S.A. et seq. In the event a judgment is obtained, such judgment shall include interest on the assessment as

above provided and reasonable attorneys fees to be fixed by the courts, together with the costs of the action.

iv. Upon the purchase of a lot from the Declarant, a lot owner shall pay the sum of $ 200 as an initial fee to the homeowners Association.

g. Road Maintenance Requirements. The roads shall be repaired and maintained to safe and passable standards for two wheel drive vehicles.

h. Non-viability: In the event the Association should become non-viable, the Association shall be dissolved and the assets distributed in accordance with 13-C MRSA Section 101 et. seq.

ARTICLE VII
Insurance

Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

a. Property insurance insuring any personal property and any improvements or fixtures owned by the Association against all risks of direct physical loss commonly insured against or such other fire and casualty insurance as the Board may determine provides equal or greater protection for the Owners and their mortgagees, if any, in each case complying with any applicable requirements of this Article VII. The amount of any such hazard insurance obtained pursuant to this Paragraph 1(a) shall be equal to one hundred percent (100%) of the current replacement cost of the insured property at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. The proceeds of such policy shall be payable to the Association for the benefit of the Owners and holders of mortgages secured by the Lots. Such hazard insurance policy shall include a separate "loss payable endorsement" in favor of the mortgagees of Lots, if any, modified to make the loss payable provisions in favor of the mortgagees subject and subordinate to the loss payable provisions in favor of the Association. If the Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this Paragraph 1(a), any Owner or mortgagee may initiate such a claim on behalf of the Association.

b. Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of this Article VII, insuring the Owners, in their capacity as Owners and Members of the Association, and the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use, operation, maintenance and repair of the Common Open Space and Facilities or any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from

the operation, maintenance and repair of the Common Open Space and Facilities, any liability resulting from law suits related to employment contracts in which the Association is a party, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least $1,000,000 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Article VII.

c. Such worker's compensation insurance as applicable laws may require.

Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

a. All policies shall be written with a company authorized to do business in the State of Maine, and for the hazard insurance policy described in Paragraph 1(a) of this Article VII, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

b. Exclusive authority to adjust losses under policies hereafter in force on the insured property shall be vested in the Board or its authorized representative.

c. Each Owner may obtain additional insurance at his own expense provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on its property at any particular time.

d. Any Owner who obtains individual insurance policies covering any portion of the Common Open Space and Facilities owned by the Association other than personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

e. With respect to the insurance policies described in Paragraph 1 of this Article VII issued to the Association and covering all or any part of its property, the Association shall cause such policies to provide that:

(1) Each Owner is an insured person under such policies with respect to liability arising out of his membership in the Association;

(2) The insurer waives its right to subrogation under the policy against any Owner or members of his household;

(3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void such policies or be a condition to recovery under such policies;

(4) If at the time of a loss under such policies there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;

(5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner;

(6) The insurer shall be relieved from no liability for loss occurring while the hazard to the property of the Association is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any Owner or any other person under either of them;

(7) Such policies may not be canceled nor may coverage thereunder be substantially changed (whether or not requested by the Board) except by the insurer giving at least ten (10) days' prior written notice thereof to the Board, the Owners, each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in such policies, and every other party in interest who shall have requested such notice of the insurer;

f. With respect to the property insurance policy described in Paragraph 1(a) of this Article VII, such policy shall contain a standard mortgagee clause, except that any proceeds payable under such policy shall be payable to the Association to be disbursed in accordance with Article V.

Additional Insurance. Nothing in this Declaration or the Bylaws shall be construed to limit the authority of the Board to obtain such additional insurance which it deems advisable.

IN WITNESS WHEREOF, John L. French has executed this instrument this 2nd day of April, 2008.

WEST COVE, LLC,
BY: John L. French
ITS: Managing Member

April 2, 2008

STATE OF MAINE
Cumberland, ss.

Then personally appeared the above-named John L. French and acknowledged the foregoing instrument his free act and deed and the free act and deed of WEST COVE, LLC.

Before me,

NOTARY PUBLIC/~~ATTORNEY AT LAW~~

ALEXANDRA S. JAKSONS
NOTARY PUBLIC - MAINE
MY COMMISSION EXPIRES 02/07/2010

Received
Recorded Register of Deeds
Apr 10,2008 11:29:21A
Cumberland County
Pamela E. Lovley