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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CHURCH WOODS

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This declaration is made by The Eastern Etching and Manufacturing Company, the owner of property in **Bangor**, Penobscot County, Maine, which is known as Church Woods and is more particularly described in a certain Release Deed from The Eastern Etching and Manufacturing Company to The Eastern Etching and Manufacturing Company dated July 14, 2005, and recorded in the Penobscot County Registry of Deeds on July 14, 2005 in Book 9976, Page 285. Said deed encompasses substantially more real estate than Church Woods. This declaration shall apply only to Lots and Open Space Areas as defined below. Church Woods is a subdivision and is currently shown as Phase I on plan entitled "Church Woods Subdivision, Church Road & Skyline Road, Bangor, Maine" recorded in the Penobscot County Registry of Deeds in Plan File 2004-3. Additional lots are to be added with Phase II, said plan to be recorded.

For the purpose of protecting the value of Church Woods and enhancing its enjoyment, the makers of this declaration hereby declare that the *Lots* lying within the above described property shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions contained in the *Plan*, and the additional restrictions, convenants and conditions contained herein, all of which shall be binding on any holder of any right, title, or interest in or to the said property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of every owner thereof.

Article 1
Definitions

Section 1.1 **Association** means Church Woods Homeowners Association, a Maine nonprofit corporation formed for the purpose of owning, maintaining, managing and caring for the Open Space Areas owned by the Association, and also refers to any successor corporation or other entity succeeding to that purpose.

Section 1.2 **Church Woods** means the property described above as being subject to this declaration, as the same may be expanded or contracted by any future amendments to this declaration. Church Woods consists of the *Lots* and the *Open Space Areas*.

Section 1.3 **Lot** means any area located within a Subdivision Phase of Church Woods which is being used as the site of a residence. The Lots are owned separately by the *Owners*.

Section 1.4 **Open Space Area** means the open space areas as set forth in the *Plan.*

Section 1.5 **Owner** means any owner of any Lot but does not include mortgage holders or others who hold title for the purpose of securing an obligation.

Section 1.6 **Plan** means the plan entitled "Final Subdivision Plat-Phase II, Land of Lavallee & Ide, Inc., 235 Bomarc Road, Bangor, Maine" for the Church Woods Subdivision, Skyline Road, Penobscot County, Bangor, Maine prepared by Ames A/E Architects and Engineers dated April 11, 2005, and recorded in the Penobscot County Registry of Deeds in Plan Book 2005, Page 150 and any future plan or plans recorded as an additional Phase of Church Woods Subdivision.

Section 1.7 **Qualifying Lot** means any Lot owned by a *Member.*

Section 1.8 **Other Terms.** Other terms are defined throughout this declaration. The introduction of a word or phrase in italics with initial capitalization means that it is intended to be a defined term which may be used elsewhere in this declaration.

Article 2
Property Rights

Section 2.1 **Open Space Areas.** The Open Space Areas are to be owned by the Association and are to be used primarily for recreational purposes.

Article 3
Membership and Voting Rights

Section 3.1 **Members.** Membership in the Association is appurtenant to the ownership of a Lot and may not be severed therefrom nor otherwise transferred in any manner. Notwithstanding the foregoing, membership in the Association is limited to the following:

a. Every Owner of a Lot in Subdivision Phase II of Church Woods;

b. Every Owner of a Lot in any future Subdivision Phase of Church Woods;

c. Each Owner of a Lot in Subdivision Phase I of the Church Woods Subdivision to the extent such Owner signs and records a separate declaration indicating such Owner's intention to become a member of the Association, to pay all assessments levied by the Association and to otherwise comply with the covenants, conditions and restrictions contained in this Declaration.

Section 3.2 **Voting.** One vote in the Association is allocated to each Qualifying Lot and must be cast as directed by the majority of the Owners of the Qualifying Lot. If no majority of a

Qualifying Lot's Owners can agree as to how to cast a vote, then the vote allocated to that Qualifying Lot may not be cast. Unless challenged at the time of casting, any vote cast by an Owner of a Qualifying Lot will be conclusively presumed to have been cast in accordance with the direction of the majority of the Qualifying Lot's Owners. Any Owner may designate a proxy to cast that Owner's vote, which designation must be in writing and must be available for inspection at the time of casting.

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Article 4
Assessments and Charges

Section 4.1 **Purpose of Assessments.** Assessments may only be levied by the Association against Qualifying Lots for *Maintenance Expenses* and *Operational Expenses* associated with the Open Space Areas.

Section 4.2 **Maintenance Expenses.** The *Maintenance Expenses* include all amounts required by the Association to fulfill the maintenance responsibilities imposed upon the Association by this declaration.

Section 4.3 **Operational Expenses.** The Association must maintain a policy or policies of insurance against liability for damages or injuries occurring upon or related to the Open Space Areas and against destruction of or damage to the improvements upon the Open Space Areas (if there are any such improvements which may be insured against such hazards at ordinary and reasonable rates). The Association must pay all property taxes and other assessments levied against the Open Space Areas, and all other costs incurred in the operation of the Open Space Areas. The *Operational Expenses* include the costs of fulfilling these obligations, together with the Association's income tax liabilities, if any, administrative expenses, and all other costs necessary to the operation of the Association.

Section 4.4 **Budget.** At least once per fiscal year, the board of directors of the Association must prepare a budget which details the amounts anticipated to be expended during the next fiscal year for Maintenance Expenses and Operational Expenses which establishes the assessments needed to fund those amounts. The budget must be distributed to the Owners of Qualifying Lots at or before a duly called meeting of the Association, the notice of which meeting must indicate that the budget is to be a business item at the meeting. The budget will be considered to have been adopted by the Association, even if a quorum is not present at the meeting, unless it is amended or rejected by a vote of Owners of Qualifying Lots entitled to cast at least a majority of the total number of votes in the Association. If the budget is rejected, then the most recently adopted budget will remain in effect.

Section 4.5 **Special Assessments.** In addition to the assessments established by the budget, the Association may establish one or more special assessments during each fiscal year to meet expenses for which the budgeted assessments are not adequate or to provide for the development of the Open Space Areas. Such special assessments must be adopted at a duly called meeting of the Association in the same manner as is provided for the adoption of the budget, but the notice of the meeting must state the amount of and reason for the proposed special assessment.

Section 4.6 **Other Charges.** Any expenses (including Operational Expenses and Maintenance Expenses) incurred by the Association because of the negligence or willful acts of an Owner of a Qualifying Lot or an Owner's agent, employee, invitee, or tenant must be charged wholly to that Owner and levied against that Owner's Qualifying Lot. Such other charges will include (but are not limited to) court costs, attorney fees, and all other expenses incurred by the Association in the event the Association institutes a civil action or other process of law to enforce the provisions of this declaration against any Owner or to seek recompense for any violation thereof.

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Section 4.7 **Equality of Assessment.** All of the budgeted and special assessments must be levied equally against all of the Qualifying Lots. Every assessment is levied at the time of its adoption by the Association.

Section 4.8 **Payment Schedules.** Assessments established by the budget are due annually thirty days after the date of the assessment. Any special assessment is due on the date set at the time the special assessment was adopted or, if no such date was set, on the fifteenth day following the date of adoption.

Section 4.9 **Late Payment.** If any assessment or other charge is not paid on the date when due, then the Association may collect interest on the unpaid amount at a rate not to exceed eighteen percent per year. All of the costs incurred by the Association to collect any amounts levied against a Qualifying Lot will also be charged against the Qualifying Lot and will accrue interest. These costs include, but are not limited to, court costs, attorney and paralegal fees, administrative costs, and all such other expenses and fees incurred in the process of enforcing or realizing upon any judgment or lien.

Section 4.10 **Obligation and Lien.** Every Owner of a Qualifying Lot is personally obligated to pay all assessments and other charges levied against the Owner's Qualifying Lot. The obligations of more than one Owner of a Qualifying Lot are joint and several. All such amounts levied against a Qualifying Lot are secured by a lien on the Qualifying Lot in favor of the Association, the priority of which lien relates back to the earliest date on which any portion of the amount due was levied. This declaration constitutes notice to all persons that the Owners of a Qualifying Lot have consented to the creation of such liens, but the Association may also record a certificate noting the existence of such a lien in any particular instance.

Section 4.11 **Certificate of Amount Due.** Upon the request of any Owner of a Qualifying Lot, the Association will prepare a written certificate specifying the amount of any assessments or other charges levied against the Owner's Qualifying Lot and which are unpaid as of the date specified in the certificate. The certificate must be signed by the president or treasurer of the Association. Any person (including prospective Owners and mortgage holders) may rely upon such a signed certificate, and the Association may not thereafter attempt to collect any amount levied or accrued against the Qualifying Lot before the date specified in the certificate in excess of the amount specified in the certificate.

Article 5
Responsibilities

Section 5.1 **Open Space Areas.** The Association is responsible for any future development of the Open Space Areas, must keep the Open Space Areas in a safe condition and must keep all improvements upon or within the Open Space Areas in good working order and condition. The Open Space Areas are subject to the restrictions placed upon them by the Plan.

Section 5.2 **Rules and Regulations.** The Association may adopt rules and regulations concerning the use of the Open Space Areas. Such rules and regulations are binding on all Owners of Qualifying Lots and their agents, employees, invitees, and tenants. The Association may take such action as may be necessary to enforce the rules and regulations, including the undertaking of remedial measures or the institution of a claim for injunctive relief. Any expenses thereby incurred by the Association must be charged to the responsible Owner and levied against that Owner's Qualifying Lot, as provided above.

Article 6
General Provisions

Section 6.1 **Enforcement.** All of the provisions of this declaration may be enforced by the Association or by any Owner of a Qualifying Lot in any appropriate proceeding. The failure of the Association or any Owner of a Qualifying Lot to enforce any provision of this declaration upon any occasion or series of occasions may not be deemed a waiver of the right to such enforcement.

Section 6.2 **Severability.** The provisions of this declaration must be construed, whenever possible, so as not to conflict with applicable laws. If any provision of this declaration is found to be invalid, the remaining provisions will remain in full force and effect.

Section 6.3 **Precedence.** In the event of any conflict between the provisions of this declaration and the Association's bylaws or rules and regulations, this declaration will control. In the event of any conflict between the provisions of the Association's bylaws and its rules and regulations, the bylaws will control.

Section 6.4 **Notices.** Whenever notice must be given to any Owner of a Qualifying Lot, it may be given by delivery in hand or by mailing to the address last provided by the Owner of the Qualifying Lot to the secretary of the Association. If no such address has been provided, the notice may be mailed to the Owner's address at Church Woods. Notices will be considered to have been given at the time of delivery or mailing.

Section 6.5 **Amendment.** This declaration may be amended only by a written instrument signed by the Owners of Qualifying Lots entitled to cast at least seventy percent of the total number of votes in the Association. No such amendment will be effective until it is recorded in the Penobscot County Registry of Deeds.

In witness whereof, THE EASTERN ETCHING AND MANUFACTURING COMPANY has caused the foregoing instrument to be signed in its corporate name and sealed by its undersigned officer, duly authorized, this 21st day of December, 2005.

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Witness:

THE EASTERN ETCHING AND MANUFACTURING COMPANY

By: _____
Gary Spooner, Its President

STATE OF Massachusetts

Hampden County Dec. 21, 2005

Personally appeared the above named Gary Spooner, in his capacity as President of The Eastern Etching and Manufacturing Company, and acknowledged before me the foregoing instrument to be his free act and deed and the free act and deed of said Corporation.

_____ SEAL
Notary Public/Attorney at law

Bernice T. Shea
NOTARY PUBLIC
My commission expires Oct. 24, 2008

Print or type name as signed

PENOBSCOT COUNTY, MAINE
Susan F. Bulay
Register of Deeds