Tidal Brook Homeowners Association
Water System, Septic System and Common Area Maintenance Agreement

Agreement made these day of March 5-13, and ____, 2010, by and among the owners of each lot, described in the "Sun East Point Subdivision," Freeport, Maine by Aaskov and Jensen, Inc., dated May 22, 1972 and recorded in the Cumberland County Registry of Deeds in Plan Book 91, Page 30, and Tidal Brook Homeowners Association, a non-profit corporation organized under the laws of the State of Maine.

WHEREAS, the Agreement entitled Water System, Sand Filtering System and Common Area Maintenance Agreement (hereinafter called "Maintenance Agreement") dated 1990, subjects "[a]ll present and future owners of lots" to that agreement and allows it to be amended by the signatures of one or more owners of 75% or more of the lots of the Subdivision; and

WHEREAS, the Tidal Brook Homeowners Association and the current lot owners of the Sun East Point Subdivision have agreed that the Maintenance Agreement must be amended to continue the terms and conditions for the operation of the Water System, Septic System and Common Area Maintenance; and

WHEREAS, there are twelve (12) lots with constructed residences, so this amended agreement is in force with the notarized signatures of owners of nine (9) or more lots below; and WHEREAS, the water system wells and septic system owned and operated by Tidal Brook Homeowners Association are located on approximately 10 acres of land on the north side of Old County Road, Freeport, as recorded in the Cumberland County Registry of Deeds, Plan Book 4790, page 148 and warranty deed from Aaskov and Jensen, Inc. to Tidal Brook Homeowners Association, recorded in the Cumberland County Registry of Deeds book 10616, page 274, as well as on lots of Sun East Point subdivision, under Tidal Brook Road, under Old County Road, and under a portion of other properties with access easements recorded at Cumberland County Registry of Deeds book 16837, page 239; book 16672, page 323; and book 10616, page 274;

NOW THEREFORE, in consideration of the recitals stated above which are hereby incorporated by reference and made part hereof and in consideration of the mutual promises, covenants and representations container herein,

The Tidal Brook Homeowners Association hereby covenants and agrees with the owner(s) of each lot as follows:

1. The Association shall perform and be responsible for the care, maintenance, and repair of the water system (wells, pumps and mains delivering water to the residences) and the sewage system and septic system (except for the septic system at 81 Old County Road which is privately owned and maintained by the owners of that lot). Assessments by the Association upon the lots and the owners thereof shall be used exclusively for the above purposes and for such other purposes as shall be permitted by the By-Laws and Articles of Incorporation of Tidal Brook Homeowners Association, hereinafter called the "common expenses," which said purposes shall include the maintenance of the common area as well.

2. Prior to each Annual Meeting of the members of the Association, the Board of Directors shall estimate the Common Expenses for the following fiscal year and shall present such estimates to the members at the Annual Meeting as the proposed annual budget for such fiscal year. The quarterly assessment required to meet annual estimated common expenses for each fiscal year shall be approved by the members of the Association at their Annual Meeting.

3. All assessments shall be billed no later than the second Wednesday of the first month of each quarter of the fiscal year by the Treasurer of the Association, sending the bills thereof to the respective lot owners at the addresses recorded in the Secretary's records either personally or by placing the bills in the United States mail. All sums so assessed and billed shall become due no later than thirty (30) days after the billing due date stated on the bills.

4. The members of the Association may from time to time at special meeting levy additional assessments for the purposes authorized in the By Laws and Articles of Incorporation.

5. If the assessment of a lot owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and may, together with interest at the annual rate of 18% per annum, costs of collection and reasonable attorney's fees, be subject to a lien upon the lot upon action by vote of the Board.

6. Easements for the maintenance of utilities and drainage facilities and where necessary to access all existing utility facilities are reserved by Tidal Brook Homeowners Association in, under, and over all the ways in the subdivision and along all existing utilities, for use by Tidal Brook Homeowners Association and/or designated contractors or authorized utilities. Such easements are reserved to permit entry upon any private lot or common area to control, maintain, or replace Tidal Brook Homeowners Association owned utilities, pipes, etc., whether under or above the ground. Within these easements no structure, planting or other material shall be permitted which may damage or interfere with the maintenance and function of utilities. Unless the maintenance or replacement work is an emergency, affected landowners will be given 10 days notice to allow them to comment on the scope and design of the planned work.

7. Amendment of the Agreement. This agreement may be amended at any time by written instrument duly executed by the owners of record of seventy-five (75%) of the occupied lots, and then recorded in the Cumberland County Registry of Deeds.

8. All present and future owners of lots are subject to the terms and provisions contained or referred to in this Agreement. The acceptance of a deed or conveyance of a lot other than as a security, or the entering into occupancy of any lot, shall signify that the provisions contained or referred to in this Agreement and the decisions of the Association are accepted and ratified by each owner or occupant and shall further signify that the owners acknowledge the authority of the Association. All provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a lot, except as a mortgage security, as though such provisions were recited and stipulated at length in each and every deed or conveyance of a lot.

9. If any one or more of these covenants, or any part thereof, shall be inlaid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof, which shall remain in full force and effect.

In witness whereof, Tidal Brook Homeowners Association has caused its corporate name to be signed by its officer hereunto duly authorized as of the date and year first above written.

Dated: 3/7/2012

TIDAL BROOK HOMEOWNERS ASSOCIATION

President SPIESS

STATE OF MAINE
Cumberland, ss

Then personally appeared the above named Arthur Spiess of Tidal Brook Homeowners Association and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said corporation

Before me,

Notary Public
My Commission Expires:

Dated: 3/7/10

Chad A. Benedict
Chad Benedict

STATE OF MAINE
Cumberland, ss:

3/7, 2010

Personally appeared before me the above-named Chad Benedict and took oath and acknowledged the foregoing instrument to be his free act and deed.

Rebecca J. Farwell
Notary Public Attorney
My Commission Expires:

Dated: 3/7/10

Ashley C. Benedict
Ashley Benedict

STATE OF MAINE
Cumberland, ss:

March 7, 2010

Personally appeared before me the above-named Ashley Benedict and took oath and acknowledged the foregoing instrument to be her free act and deed.

Rebecca J. Farwell
Notary Public Attorney
My Commission Expires:

Dated: 3-7-10

Glennis Tozier

STATE OF MAINE
Cumberland, ss:

3/7/, 2010

Personally appeared before me the above-named Glennis Tozier and took oath and acknowledged the foregoing instrument to be his/her free act and deed.

Notary Public
My Commission Expires:

Dated: 3/7/2010

Patti Craig Cunningham

STATE OF MAINE
Cumberland, ss:

3/7/, 2010

Personally appeared before me the above-named Patti Craig Cunningham and took oath and acknowledged the foregoing instrument to be her free act and deed.

Notary Public
My Commission Expires:

Dated: 3/7/2010

Arthur Spiess

STATE OF MAINE
Cumberland, ss:

3/7, 2010

Personally appeared before me the above-named Arthur Spiess and took oath and acknowledged the foregoing instrument to be his free act and deed.

Notary Public Attorney
My Commission Expires:

Dated: 3/7/2010

Martha Spiess

STATE OF MAINE
Cumberland, ss:

3/7, 2010

Personally appeared before me the above-named Martha Spiess and took oath and acknowledged the foregoing instrument to be her free act and deed.

Notary Public Attorney
My Commission Expires:

Dated: 3-9-10

Barbara Brown

Barbara Brown

STATE OF MAINE
Cumberland, ss:

March 9, 2010

Personally appeared before me the above-named Barbara Brown and took oath and acknowledged the foregoing instrument to be her free act and deed.

Andrea J. Martin
Notary Public
My Commission Expires:

ANDREA J. MARTIN
Notary Public, Maine
My Commission Expires April 19, 2010

SEAL

Dated: 3/13/10

Tom Levin

STATE OF MAINE
Cumberland, ss:

March 13, 2010

Personally appeared before me the above-named Tom Levin and took oath and acknowledged the foregoing instrument to be his free act and deed.

SEAL

Notary Public
My Commission Expires:

Melissa S. Libby
Notary Public, Maine
My Commission Expires September 8, 2012

Dated: 3.3/10

Diana Levin

STATE OF MAINE
Cumberland, ss:

March 13, 2010

Personally appeared before me the above-named Diana Levin and took oath and acknowledged the foregoing instrument to be her free act and deed.

SEAL

Notary Public
My Commission Expires:

Melissa S. Libby
Notary Public, Maine
My Commission Expires September 8, 2012

Dated: 03-07-10

Robert Tayman

Robert Tayman

STATE OF MAINE
Cumberland, ss:

3/7/, 2010

Personally appeared before me the above-named Robert Tayman and took oath and acknowledged the foregoing instrument to be his free act and deed.

Rebecca H Farwell

Notary Public Attorney
My Commission Expires:

Dated: 3/7/10

Marcia Tayman

Marcia Tayman

STATE OF MAINE
Cumberland, ss:

3/7, 2010

Personally appeared before me the above-named Marcia Tayman and took oath and acknowledged the foregoing instrument to be her free act and deed.

Rebecca H Farwell

Notary Public Attorney
My Commission Expires:

Dated: 3/7/2010

Marjorie F. Perkins

Marjorie Perkins

STATE OF MAINE
Cumberland, ss:

3/7, 2010

Personally appeared before me the above-named Marjorie Perkins and took oath and acknowledged the foregoing instrument to be her free act and deed.

Notary Public
My Commission Expires:

Dated: 3/5/10

Joseph D. Sukaskas

STATE OF MAINE
Cumberland, ss:

March 5, 2010

Personally appeared before me the above-named Joseph D. Sukaskas and took oath and acknowledged the foregoing instrument to be his free act and deed.

SEAL

Notary Public
My Commission Expires:

MICHELLE V. BARKER
Notary Public, Maine
My Commission Expires September 24, 2014

Dated: 3/5/10

Gayle Briggs

STATE OF MAINE
Cumberland, ss:

March 5, 2010

Personally appeared before me the above-named Gayle Briggs and took oath and acknowledged the foregoing instrument to be her free act and deed.

SEAL

Notary Public
My Commission Expires:

MICHELLE V. BARKER
Notary Public, Maine
My Commission Expires September 24, 2014

Dated: 3/7/10

Francis Farnum

STATE OF MAINE
Cumberland, ss:

3/7, 2010

Personally appeared before me the above-named Francis Farnum and took oath and acknowledged the foregoing instrument to be his free act and deed.

Notary Public Attorney
My Commission Expires:

Dated: 3/7/10

Edith Farnum

STATE OF MAINE
Cumberland, ss:

3/7/, 2010

Personally appeared before me the above-named Edith Farnum and took oath and acknowledged the foregoing instrument to be her free act and deed.

Notary Public Attorney
My Commission Expires:

Dated: March 24, 2010

George Cernigliaro

STATE OF MAINE
Cumberland, ss:

03/24, 2010

Personally appeared before me the above-named George Cernigliaro and took oath and acknowledged the foregoing instrument to be his free act and deed.

NAVNEET WADHWA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 5, 2013

Notary Public
My Commission Expires:

Dated: March 24, 2010

Marjorie Cernigliaro

STATE OF MAINE
Cumberland, ss:

03/24/2010, 2010

Personally appeared before me the above-named Marjorie Cernigliaro and took oath and acknowledged the foregoing instrument to be her free act and deed.

NAVNEET WADHWA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 5, 2013

Notary Public
My Commission Expires:

Received
Recorded Register of Deeds
Mar 30,2010 10:27:20A
Cumberland County
Pamela E. Lovley