DEBRA L. ANDERSON, REGISTER OF DEEDS
Bk 17714 PG 177
Instr # 2018017733
05/16/2018 09:47:51 AM
Pages 13 YORK CO

Declaration of Covenants, Conditions and Maintenance Obligations for the Development known as "On Shaker Pond"

This Declaration, made as of the 16 day of May, 2018, by JAMES R. BOLDEBOOK, in his individual capacity and as Trustee of the Shaker Pond Realty Trust (the "Shaker Pond Trust") and as Trustee of the Shaker Pines Realty Trust (the "Shaker Pines Trust"), all having a mailing address of 13 Federal Street, Alfred, Maine, 04002, (jointly and severally in the neutral gender referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is a developer of certain real property located in Alfred, York County, Maine, which premises are more particularly described on a plan entitled "Plan of a Contract Zone & Subdivision Showing On Shaker Pond, A 55 and Over Residential Development of 6 Lots by James R. Boldebook, Property Located on Federal Street & Shaker Pond in Alfred, Maine," prepared by Corner Post Land Surveying, Inc. dated July 17, 2017, as revised through November 14, 2017, and recorded in York Registry of Deeds in Plan Book 393, page 5, as the same has been further amended by plan entitled "Revision to Plan Book 393, page 5, A Plan of a Contract Zone & Subdivision Showing On Shaker Pond, A 55 and Over Residential Development of 6 Lots by James R. Boldebook, Property Located on Federal Street & Shaker Pond in Alfred, Maine," prepared by Corner Post Land Surveying, Inc. dated July 17, 2017, and being revised through April 18, 2018, and being duly recorded in York Registry of Deeds in Plan Book 395, page 2, (the same being jointly and severally hereinafter referred to as the "Plan") to which plans and the record thereof reference is made for a more particular description of the within conveyed premises. In the event of a conflict between the two plans in street name designation or otherwise, the latter plan shall control, (the "Property"); and

WHEREAS, Declarant has commenced development of the Property under the name of "On Shaker Pond"; and

WHEREAS, a certain portion of the Property is the "Residential Area" and is hereinafter referred to as such and is further described in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, the term "Residential Site" as used herein shall mean a separately described lot as shown on the Plan approved for the construction of a single-family home or upon which a single family home has been previously constructed; and

E
13 pgs -> James Boldebook
13 Federal St
Alfred, Me 04002

WHEREAS, Declarant desires to provide for the continued maintenance of the Property and landscaping improvements thereon, provide for the maintenance, repair and replacement of road surfaces serving the Property and for the protection of the natural environment and for the encouragement and preservation of the same compatible with human habitation, convenience and enjoyment of the Property, and to enhance that enjoyment by provision for access points to the waters of Shaker Pond for all lawful purposes; and

WHEREAS, Declarant desires to subject the Residential Area of the Property to certain agreements, covenants, reservations, easements, charges and restrictions as hereinafter set forth, all for the purposes of restricting use thereof to essentially residential purposes, of promoting aesthetic landscape and building design and of facilitating sound land use planning and property maintenance practices; and

NOW, THEREFORE, in order to provide for the mutual protection and benefit of each Residential Site within the Residential Area, Declarant hereby declares that each Residential Site within the Residential Area shall be, and hereby is, held, owned and conveyed subject to the agreements, covenants, reservations, easements, charges and restrictions hereinafter set forth.

ARTICLE I
THE HOMEOWNERS' ASSOCIATION.

1.1 Declarant shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are herein set forth until the formation of a Homeowner's Association as provided for in Paragraph 1.2 of this Article; provided, however, Declarant shall in no event be liable to any party for injury or damage to any person or property occasioned by any failure of enforcement thereof. For the purposes of this Article, James R. Boldebook as an individual shall be the person in which such enforcement powers are initially vested. In addition, the Association shall be charged with the responsibility for maintenance and snowplowing of all roadways, lawn mowing, and limited assisted landscaping maintenance of all Residential Sites as well as the maintenance of the "Open Space" areas including any buildings and improvements situated thereon, such as the "barn", "picnic pavilion" and "garage" shown on the Plan, all utility installations which provide common utilities to the Property and the now existing irrigation system. Except as otherwise provided herein, it is specifically stated that all such necessary maintenance, repair and replacements shall be the exclusive responsibility of the Association and shall not be undertaken by the owner of any Residential Site without the permission of the Association.

1.2 Declarant shall at any time following the sale of the first Residential Site but, in no event later than ninety (90) days next following the date of conveyance of the last Residential Site (as may be enlarged by Amendments or Supplements to this Declaration), cause to be formed an incorporated homeowner's association (the "Association"), of which all owners of Residential Sites within the Property shall be members. The Declarant may form the Association at any time prior to such date, if it shall so choose. Such formation, however, shall not relieve the Declarant of its responsibility for the completion of all initial infrastructure improvements required as a condition of Town of Alfred Planning Board approval or the conditions and requirements of the Contract Zone Amendment under the terms of which the Property is being developed. In the event the

Declarant fails to form the Association as described, the owners of the Residential Sites shall have the powers of the Association and shall be authorized to form the Association.

1.3 Once so established, the Association shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities of the Declarant as are set forth herein; and all rights, powers, reservations and duties of the Declarant (except such as it may have as owner of a Residential Site or Sites) shall terminate, the same to be thereafter exercised solely by the Association, except for rights and easements reserved by name to the Declarant, or therebefore conveyed or otherwise vested in others. In addition, the Association shall be charged with the responsibility for maintenance and snowplowing of all roadways, lawn mowing, and limited assisted landscaping of all Residential Sites and common use areas, as well as debris removal and maintenance of all common use areas, the installation, maintenance and replacement of any dry hydrant required by the Town of Alfred as well as clear and adequate access thereto in all weather conditions, the maintenance, repair and improvements to the "Picnic Pavilion", "Gray Barn" and "Boat Shed " as shown on the Plan as well as the beach area and any other "Open Space" as outlined as a shaded area on the Plan or otherwise designated. In addition the Association shall maintain a calendar for the fair and equitable use of the Picnic Pavilion and other Open Space areas and the Rules and Regulations for the use thereof or any other commonly used areas. The owner of the Residential Site shall be responsible for any maintenance and repair to the approved buildings on the Residential Site to the level consistent with what exists on the date of this Declaration or as it may be hereinafter improved or as may be uniformly applied by the Association to all Residential Sites. Prior to the formation of and turnover to the Association, the Declarant is authorized to perform the same duties and to promulgate reasonable Rules and Regulations.

1.4 In order to pay the costs of discharging the obligations of the Association, the grantees of each Residential Site shall be subject to a monthly charge as initially established by the Declarant as set forth in Exhibit B attached hereto. Thereafter the Association shall upon an affirmative vote of 90% in membership interest of the Association make reasonable adjustments to the allocation in a fair and equitable manner. Such payment is to be made at the address designated by the Declarant or Association, as the case may be, in such exchange as either may prescribe. Residential Sites owned by Declarant shall be exempt from said monthly charge, until the first conveyance of such site from Declarant to any other party. It is further provided that upon the initial sale of each Residential Site, the purchaser shall pay to the Association a sum which is equal to Three (3) months charges as an advance payment on Association fees. For unimproved Residential Sites, the fees will commence Eight (8) months from the date of closing or upon the issuance of a certificate of occupancy, whichever shall first occur. For Residential Sites upon which homes have already been constructed the assessments shall be commenced as of the first day of the month following closing.

All charges assessed hereunder shall bear interest at the rate of 12% per annum from 30 days after the due date and shall constitute a lien upon the grantee's interest in the Residential Area enforceable in the same manner as provided by Maine law and practice for the enforcement of real estate mortgages in default, including the obligation to pay reasonable costs and fees for collecting such charges and protecting and enforcing the lien thereof. Said monthly charges shall be applied to those expenses appropriate to the administration of the terms and provisions of the

within Declaration, including, but not limited to, ownership, improvement, management, including any mortgage, of any Community Area (as herein defined) and its improvements, the review and approval of site plans, the performance of and enforcement of the agreements, covenants, reservations, easements, charges and restrictions as contained herein and the costs, expenses and legal fees relating to the formation, administration and activities of the Association. Once said Association has been formed as provided by Paragraph 1.2, the amount of the monthly charges may be changed by the Association and shall thereafter by as established and instrument or instruments giving rise to its creation and providing for majority rule. The owner or owners of each Residential Site within the Residential Area shall have one vote in the governance of the Association.

ARTICLE 2
IN OR WITH RESPECT TO THE RESIDENTIAL AREA

2.1 No structure of any kind, including, without limitation, a residential dwelling, accessory building, addition, fence, pool, or other yard structure, shall be constructed upon any building lot, nor shall any alteration or addition or change to the exterior of a structure be made, nor shall any driveway access cut be made unless complete plans, specifications and site plans therefor shall have been submitted to and approved in writing by the Declarant and a copy of such plans, specifications, and site plan as finally approved, deposited with the Declarant.

Review for approval may include, but shall not be limited to, building construction type whether the same is stick-built or of modular construction, siting, size relative to lot size and surrounding homes, architectural style and design, engineering considerations, location of driveways, proposed exterior materials and colors, mailbox design and placement.

The standard for approval shall be the judgment of the Declarant that the proposed improvements will be of high quality, aesthetically attractive to residents of the Property, coordinated with immediately adjoining properties, consistent with engineered components of the Property and contributive to the overall quality of life for those living in or passing through the area. Approvals are not intended to prevent uses not prevented by specific terms of this Declaration, but approvals are specifically intended to require a relatively high level of design effort and expense on the part of the owners of Residential Sites in the use of their property where such use impacts visually or physically upon residents of the Property.

The decision of the Declarant shall be final and binding upon all parties; however, such approval shall not be unreasonably withheld, delayed or conditioned.

Properly submitted and complete plans and specifications not disapproved with written reasons given within 45 days of their submittal shall be deemed approved. In any event, if no notice of violation or of suit with respect to a structural approval has been filed against the Residential Site owner in the York County Registry of Deeds prior to the expiration of 30 days after a certificate of occupancy for a structure (or equivalent approval) has been issued by the Town of Alred, which ever shall last occur, this Section shall be deemed to have been satisfied with respect to that structure.

The Declarant may, at any time, delegate or convey permanently the approval authority described by this Paragraph 2.1 to the Association.

2.2 Once commenced construction of buildings shall proceed diligently to completion, and shall be substantially completed on or before one (1) year next following the date on which ground is broken. Construction between sunset and sunrise shall be limited to interior work producing no noise audible off site and there shall be no outside construction earlier than 7 am nor later than 7:30 pm. During construction, unstacked materials and debris shall not be allowed to accumulate unreasonably. Notwithstanding the provisions of Paragraphs 2.3 through 2.6, temporary structures or mobile offices or trailers for the purposes of development, construction or sales, or signs for marketing property or identifying performing contractors shall be permitted either by, or with the written permission of, Declarant when appropriate to the reasonable convenience of those performing such functions and so located and maintained as to minimize adverse aesthetic impact.

2.3 No principal structures shall be constructed or maintained on any building lot other than single-family residential dwellings with garages and such other out buildings or storage sheds of the same design, materials and color as the permitted dwelling structure.

2.4 No dwelling or other structure or lot shall be used for conducting any trade or business of any nature whatsoever, and no advertising signs or messages shall be displayed thereon.

2.5 The structure and landscaped areas of all Residential Sites shall be maintained in a neat and attractive manner, free of unsightly dead trees and other dead plants, trash, junk, debris and garbage.

There shall be no installation of furniture or fixtures such as swing sets, swimming pools of any kind or size, clotheslines, clothes poles, clothes racks, signage of any kind other than as may be required by life safety codes, flag poles, sandboxes, lawn ornaments, basketball hoops, badminton or volley ball nets, or any other structures, furniture or equipment on lawn areas in the Residential Sites except with the written permission of the Declarant or the Association, as the case may be.

No personal articles shall be allowed to remain unattended in any part of the Residential Sties or Common Areas, including, but not limited to, bicycles, scooters, baby carriages or similar vehicles or toys.

No unregistered, uninspected or non-working motor vehicles, boats, trailers, or recreational vehicles, so-called, shall be allowed to remain on the Residential Sites unless the same are housed within a permissible structure or screened in such a fashion that the same is not visible from the roadways servicing the Property or from adjacent Residential Site, except with permission of the Declarant after consultation with all affected parties.

2.6 Unless first expressly approved in writing by the Declarant, neither any grantee nor any grantee's heirs, successors and assigns, agents, servants, tenants or other persons for whom the grantee has a legal responsibility, may:

A. Subdivide any building lot so as to create two or more lots, but this provision shall not prevent the conveyance of a portion or the whole of any lot to any adjoining owner, provided that both the Association and the appropriate municipal agency or board shall approve the same. In the event two or more building lots are combined and used as a single building lot by the placing of a principal structure on a common lot line and subsequent to the granting of any necessary municipal approvals for such combining, said lots so improved shall subsequently be treated as one building lot for the purpose of this Declaration, except for the annual assessment as provided in Paragraph 1.4, easements or rights-of-way established for drainage or utilities, which shall remain in effect unless released by Declarant, and provided that areas established for drainage or utilities which shall remain in effect unless released by Declarant.

B. Attempt to use as a place of human habitation any structure, tent, camper, house trailer, mobile home, or other shelter of whatsoever nature other than substantially completed residential dwellings conforming to the requirements of Paragraph 2.3.

C. Excavate stone, gravel, sand, earth or other fill of any description whatsoever except for the purpose of building structures referenced in Paragraphs 2.1 and 2.3, or as is reasonably necessary for the care or maintenance of a lot, including utilities or subsurface drainage or disposal systems, or for residential flower or vegetable gardens.

D. Place, maintain or store building materials, except for normal household maintenance or improvement purposed, unless such materials are on a lot pursuant to construction in compliance with Paragraphs 2.1 and 2.2.

E. Place, maintain or store any unregistered motor vehicle of any type or any motorcycle or other two or three wheel motor or recreational vehicle or snowmobile for more than twenty-four (24) hours, unless parked in a garage or other approved structure or so placed or buffered as not to be visible from any street.

F. Place, maintain or store any garbage or other refuse containers unless enclosed or placed in such a manner as not to be visible from any roadways or other residences.

G. Place, maintain or erect any radio or television towers or dishes or other appurtenant structures on any building or lot, except a normal household antenna device, not exceeding eight (8) feet in height above the roof peak or a dish antenna, so-called, having a radius of no more than 18 inches.

H. Keep any bird, fowl or animal other than normal, domesticated dogs and cats, not to exceed two in number and reasonably maintained and restrained so as not to unreasonably disturb others residing in the Residential Area. No pets are to be kept, bred or maintained for any commercial purposes. Pet owners shall be responsible for picking up any feces deposits made by such permitted animals in or about any common or open space areas of the Property and when in such common or open space areas, pets shall be leashed. No pets shall be allowed on any Residential Site except with the permission of the Owner thereof. The owners of such pets shall bear full responsibility for the control of the pets of visitors

and guests.

I. Permit any bulldozer or other tracked or cleated vehicle or crawler to travel or unload on any paved way.

J. Install or maintain exterior lighting of such intensity or direction that the same unreasonably disturbs others residing in the Residential Area.

K. Cut, remove or harm any living tree without written approval of the Declarant or the Association, as the case may be, standing within a building lot and within twenty-five feet of any lot line, except: (1)where minimally necessary to the siting and construction of the residential improvements first constructed on a lot and approved as such pursuant to Paragraph 2.3; (2) where reasonably necessary for the safety of the structures and improvements on a lot; (3) where certified in writing to the Declarant at least 30 days in advance of such cutting by a qualified forester or landscape architect as appropriate to the health and development of local wild plant life generally; (4) in connection with the installation or maintenance of roads, utilities, trails or drainage facilities by or, with the approval of, the Declarant, or by any utility company or governmental agency to whom the Declarant or the Association has granted an easement or right of way; or (5) within an area not to exceed 40 feet in width along a lot line or lines in which is included the driveway accessing any building site or sites, and except within any other one area not to exceed 30 feet in width along a road front lot line (which 30 feet may be adjacent and in addition to the 40 feet for the driveway access).

L. Locate or maintain any drainage, cesspool, drywell or sewerage or waste disposal system (except drywells or drainage facilities for rainwater or small residential garden composts), except in conformity with applicable laws and regulations of the State of Maine and the Town of Alfred and evidenced by appropriate permits.

M. Store (except for normal household purposes), discharge or discard (except through proper trash collection) any toxic or hazardous material likely to adversely affect groundwater quality, create fire danger or present a toxic danger to residents or their pets or use any lawn fertilizer or lawn care product unless the same is specifically designed and formulated to minimize the potential for groundwater contamination or other environmental damage.

2.7 The Declarant, its successors or assigns, shall have the right to grant to others rights-of-way and easements, including utility and drainage easements in, on or over all roads and trails and in, on or over all easement areas designated on approved and recorded subdivision plans of the Property, such rights to be for the benefit of any land Declarant shall choose. Such rights of way and easements shall include, but not be limited to, granting the same to the Town of Alfred for access to a dry hydrant to be installed by the Declarant in the location determined by the Town of Alfred Planning Board and the use of the waters of Shaker Pond, so-called.

2.8 It is further expressly provided that the aforementioned agreements, covenants, reservations, easements, charges and restrictions established pursuant to this Article II are to run

with the land and be effective until December 31, 2050. Thereafter, they may be renewed (in this form or as subsequently modified) by a Declaration of Continuation filed in the appropriate Registry of Deeds by the Association based upon the written consents of the members owning two-thirds of the Residential Sites. Any such renewals shall be for successive ten-year periods only and shall have been enacted and filed during the final calendar year of the preceding term.

In the event of non-renewal, all of the provisions of Article 2 shall lapse, except that all rights-of-way, easements, or other uses of land established by grant of record or evidenced by use or the presence of improvements or delineation on any map or other instrument of record shall continue in perpetuity.

ARTICLE 3
ADDITIONAL CONDITIONS

The use and occupancy of the Property and the Residential Sites shall be subject to the terms and conditions of a Contract Zone Agreement between the Declarant and the Town of Alfred, Maine, as outlined in the LAND USE PERMIT #117-009 recorded in York Registry of Deeds in Book 17367, page 531, a copy of which is attached hereto as Exhibit C, including, but not limited to the requirement that at least one full time resident of each Residential Site shall be at least Fifty-Five (55) years of age. This full time residency requirement shall allow for temporary absences from the Residential Site during the winter season but during such temporary absences no persons under the age of Fifty-Five (55) shall occupy such premises for a period of time longer than Ninety (90) days.

The Property has been designed as a secure, gated community. Owners are entitled to know who is in their community at all times. In general, rentals are NOT allowed within the Property, as it is intended to be Owner occupied. However the Declarant and the Association recognize that there may be facts and circumstances which would allow long term rentals to individuals who will be compatible with the goals of other Owners and both the Declarant and the Association will consider on a case by case basis an improved Residential Site being leased on a year round basis, where the tenants meet the requirements of the above referenced LAND USE PERMIT and agree to all rules and restrictions of the community. In any event, the owner of the Residential Site will bear full responsibility for the actions of tenants and the terms of the lease must be in a form approved by the Declarant and the Association.

The Owner desiring to lease such improved Residential Site will submit information at least 15 days prior to entering into a lease or rental transaction on the intended permanent occupants of their home, including names and ages. Owners agree to notify the Association within 30 days of any change in permanent occupancy, with name, age and relation status.

The Owner of a Residential Site or an approved tenant being at least 55 years of age must be present when visitors and guests are on the Property, No person other than an Owner meeting the age requirements hereof or an approved tenant being at least 55 years of age shall occupy the Residential Site for more than 90 days in any one calendar year. The Owner or approved tenant shall inform all guests and visitors of the provisions hereof and of any Rules and Regulations adopted by the Association and will bear full responsibility for visitors and guests.

All utility installations shall be located underground in accordance with all applicable rules of the utility company and the Maine Public Utilities Commission and the siting thereof needs to be approved in writing by the Association prior to the commencement of any construction.

All owners of Residential Sites shall maintain fire and casualty coverage in the full replacement value of the structures on the Residential Site and public liability insurance with limits of no less than $1,000,000.00 for each occurrence. The Owner shall provide proof of such insurance to Declarant and the Association on an annual basis.

ARTICLE 4
ADMINISTRATIVE PROVISIONS

4.1 The provisions of the within Declaration may be modified, amended or revoked, in whole or in part, by a written instrument executed by the Declarant and duly recorded at the York County Registry of Deeds at any time prior to the formation of the Association pursuant to Paragraph 1.2. Subsequent to the formation of the Association, the provision of the within Declaration may be added to, modified, or amended, in part, upon the written consent of the members owning two thirds of the Residential Sites and may be revoked only by unanimous consent of 100% of the members owning the Residential Sites. .

4.2 The liens referenced in Paragraph 4 may be enforced by the Declarant in case of non-payment when due, by sale of or levy against the premises subject thereto, in any manner provided by Maine law for the foreclosure of mortgages, providing that notice of the commencement of such proceedings or an affidavit of such is recorded in the York County Registry of Deeds within two (2) years after the date on which payment is due. The Declarant shall, upon written request, issue a certificate setting forth the current status of any liens pursuant to Paragraph 1.4 with respect to any building site within the Residential Area, and such certificate shall, when recorded in the York County Registry of Deeds, be binding upon the Declarant as of the date of such certificate.

4.3 All notices and requests directed to the Declarant shall be addressed to 13 Federal Street, Alfred, Maine, 04002, or to such other address as may hereinafter be designated by the Declarant in notices directed to an owner addressed to the residence owned or to any other address designated by such owner in writing received by Declarant.

4.4 Enforcement of the provisions of these covenants by the Declarant or the Association shall include the following remedies in addition to those which may otherwise be provided by law:

A. In any legal action against the parties alleged to be in breach, the Declarant or the Association, if it prevails, shall be entitled to an award by the Court of reasonable legal fees (including charges for paralegal assistance) and costs and expenses of suit in addition to such damages, injunctive relief or orders which a court may determine;

B. The right of the Association to file the appropriate Registry of Deeds a lien notice stating the violation of the covenants of Article 2 or non-payment of fees due pursuant to Article 1 which are determined to exist by the majority of the Board of Directors of the Association, in which event the violations or nonpayment, as therein stated, shall be deemed to be true and accurate, if the party alleged to be in violation or arrears shall not have commenced a legal action against the Association to assert the contrary within 120 days after the filing of such a notice of violation or non-payment. The Association shall, in such cases, notify the alleged violators of the filing of such notices within 30 days after such filing as provided by Paragraph 4.3. In addition, the Association shall notify the holder of any mortgage or other interest in the Residential Site (the "Holder") of the filing of such lien in the event the Association is asserting a prior interest in the Residential Site to that of the Holder. For purposes of asserting priority the Declarant agrees that all bona fide interests created by instruments or writings and recorded prior to the recordation of the aforesaid lien notice shall enjoy priority over the lien notice, except to the extent of voluntary future advancements may after receipt of such lien notice.

C. Correct or abate a violation of the provisions hereof at the expense of the Owner violating the provisions hereof.

4.5 If any easement, covenant, restriction, agreement or charge herein contained shall be held invalid by any court of proper jurisdiction, such invalidity shall in no way affect any other easement, covenant, restriction, agreement or charge herein contained.

4.6 Nothing in these restrictions shall operate in any way to restrict the Declarant or any person, firm or corporation, while acting on behalf of the Declarant in its real estate and development business during the course of the development of the Property.

4.7 A certificate signed by the Declarant relating to compliance with the covenants, restrictions, agreements and charges as required by the Declaration shall be conclusive evidence against all persons of the truth of the facts therein stated .

4.8 The term "Declarant" shall mean, where appropriate and where the context requires, the Declarant or the Association or their respective successors or assigns.

4.9 No provision in this Declaration is intended to be in violation of any city charter, regulation, by-law or ordinance or state statute, regulation or law, and interpretation of the provisions hereof shall be made accordingly.

4.10 As used in Paragraph 1.4 hereof, the term "grantee" shall not include a mortgagee of any lot or lots until such time as such mortgagee shall have obtained both legal title and equitable title to such lots through foreclosure, deed in lieu of foreclosure or otherwise, and then such mortgagee shall be liable only for its pro-rata share of such assessments accruing after that time.

The within Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the Declarant, James R. Boldebook, individually, and as Trustee of the Shaker Pond Realty Trust and as Trustee of the Shaker Pines Realty Trust, has executed the within instrument and caused its name to be affixed hereto all as of the day and date first above written.

Witness:

_____

_____

_____

James R. Boldebook

SHAKER POND REALTY TRUST

by: _____
James R. Boldebook, Trustee

SHAKER PINES REALTY TRUST

by: _____
James R. Boldebook, Trustee

STATE OF MAINE
COUNTY OF YORK, SS: May 16, 2018

Personally appeared the above named James R. Boldebook, individually and as Trustee aforesaid, and acknowledged the foregoing instrument to be his free act and deed individually and in his said Trust capacities

Before me, Debra J Ham
Notary Public/~~Attorney at Law~~

Printed Name: Debra J. Ham

My Commission Expires
October 18, 2018

EXHIBIT A
THE RESIDENTIAL AREA

The following described premises, together with any other premises which may hereafter be declared by an instrument in writing, referencing the within Declaration of Covenants, executed by the Declarant hereunder and recorded at the York County Registry of Deeds, shall constitute the "Residential Area":

Those certain lots or parcels of land designated as Lots One (1) through Four B (4B), inclusive, on the Plan.

Declarant fails to form the Association as described, the owners of the Residential Sites shall have the powers of the Association and shall be authorized to form the Association.

1.3 Once so established, the Association shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities of the Declarant as are set forth herein; and all rights, powers, reservations and duties of the Declarant (except such as it may have as owner of a Residential Site or Sites) shall terminate, the same to be thereafter exercised solely by the Association, except for rights and easements reserved by name to the Declarant, or therebefore conveyed or otherwise vested in others. In addition, the Association shall be charged with the responsibility for maintenance and snowplowing of all roadways, lawn mowing, and limited assisted landscaping of all Residential Sites and common use areas, as well as debris removal and maintenance of all common use areas, the installation, maintenance and replacement of any dry hydrant required by the Town of Alfred as well as clear and adequate access thereto in all weather conditions, the maintenance, repair and improvements to the "Picnic Pavilion", "Gray Barn" and "Boat Shed " as shown on the Plan as well as the beach area and any other "Open Space" as outlined as a shaded area on the Plan or otherwise designated. In addition the Association shall maintain a calendar for the fair and equitable use of the Picnic Pavilion and other Open Space areas and the Rules and Regulations for the use thereof or any other commonly used areas. The owner of the Residential Site shall be responsible for any maintenance and repair to the approved buildings on the Residential Site to the level consistent with what exists on the date of this Declaration or as it may be hereinafter improved or as may be uniformly applied by the Association to all Residential Sites. Prior to the formation of and turnover to the Association, the Declarant is authorized to perform the same duties and to promulgate reasonable Rules and Regulations.

1.4 In order to pay the costs of discharging the obligations of the Association, the grantees of each Residential Site shall be subject to a monthly charge as initially established by the Declarant as set forth in Exhibit B attached hereto. Thereafter the Association shall upon an affirmative vote of 90% in membership interest of the Association make reasonable adjustments to the allocation in a fair and equitable manner. Such payment is to be made at the address designated by the Declarant or Association, as the case may be, in such exchange as either may prescribe. Residential Sites owned by Declarant shall be exempt from said monthly charge, until the first conveyance of such site from Declarant to any other party. It is further provided that upon the initial sale of each Residential Site, the purchaser shall pay to the Association a sum which is equal to Three (3) months charges as an advance payment on Association fees. For unimproved Residential Sites, the fees will commence Eight (8) months from the date of closing or upon the

within Declaration, including, but not limited to, ownership, improvement, management, including any mortgage, of any Community Area (as herein defined) and its improvements, the review and approval of site plans, the performance of and enforcement of the agreements, covenants, reservations, easements, charges and restrictions as contained herein and the costs, expenses and legal fees relating to the formation, administration and activities of the Association. Once said Association has been formed as provided by Paragraph 1.2, the amount of the monthly charges may be changed by the Association and shall thereafter by as established and instrument or instruments giving rise to its creation and providing for majority rule. The owner or owners of each Residential Site within the Residential Area shall have one vote in the governance of the Association.

ARTICLE 2
IN OR WITH RESPECT TO THE RESIDENTIAL AREA

2.1 No structure of any kind, including, without limitation, a residential dwelling, accessory building, addition, fence, pool, or other yard structure, shall be constructed upon any building lot, nor shall any alteration or addition or change to the exterior of a structure be made, nor shall any driveway access cut be made unless complete plans, specifications and site plans therefor shall have been submitted to and approved in writing by the Declarant and a copy of such plans, specifications, and site plan as finally approved, deposited with the Declarant.

Review for approval may include, but shall not be limited to, building construction type whether the same is stick-built or of modular construction, siting, size relative to lot size and surrounding homes, architectural style and design, engineering considerations, location of driveways, proposed exterior materials and colors, mailbox design and placement.

The standard for approval shall be the judgment of the Declarant that the proposed improvements will be of high quality, aesthetically attractive to residents of the Property, coordinated with immediately adjoining properties, consistent with engineered components of the Property and contributive to the overall quality of life for those living in or passing through the area. Approvals are not intended to prevent uses not prevented by specific terms of this Declaration, but approvals are specifically intended to require a relatively high level of design effort and expense on the part of the owners of Residential Sites in the use of their property where such use impacts visually or physically upon residents of the Property.

The decision of the Declarant shall be final and binding upon all parties; however, such approval shall not be unreasonably withheld, delayed or conditioned.

Properly submitted and complete plans and specifications not disapproved with written reasons given within 45 days of their submittal shall be deemed approved. In any event, if no notice of violation or of suit with respect to a structural approval has been filed against the Residential Site owner in the York County Registry of Deeds prior to the expiration of 30 days after a certificate of occupancy for a structure (or equivalent approval) has been issued by the Town of Alred, which ever shall last occur, this Section shall be deemed to have been satisfied with respect to that structure.

The Declarant may, at any time, delegate or convey permanently the approval authority described by this Paragraph 2.1 to the Association.

2.2 Once commenced construction of buildings shall proceed diligently to completion, and shall be substantially completed on or before one (1) year next following the date on which ground is broken. Construction between sunset and sunrise shall be limited to interior work producing no noise audible off site and there shall be no outside construction earlier than 7 am nor later than 7:30 pm. During construction, unstacked materials and debris shall not be allowed to accumulate unreasonably. Notwithstanding the provisions of Paragraphs 2.3 through 2.6, temporary structures or mobile offices or trailers for the purposes of development, construction or sales, or signs for marketing property or identifying performing contractors shall be permitted either by, or with the written permission of, Declarant when appropriate to the reasonable convenience of those performing such functions and so located and maintained as to minimize adverse aesthetic impact.

2.3 No principal structures shall be constructed or maintained on any building lot other than single-family residential dwellings with garages and such other out buildings or storage sheds of the same design, materials and color as the permitted dwelling structure.

2.4 No dwelling or other structure or lot shall be used for conducting any trade or business of any nature whatsoever, and no advertising signs or messages shall be displayed thereon.

2.5 The structure and landscaped areas of all Residential Sites shall be maintained in a neat and attractive manner, free of unsightly dead trees and other dead plants, trash, junk, debris and garbage.

There shall be no installation of furniture or fixtures such as swing sets, swimming pools of any kind or size, clotheslines, clothes poles, clothes racks, signage of any kind other than as may be required by life safety codes, flag poles, sandboxes, lawn ornaments, basketball hoops, badminton or volley ball nets, or any other structures, furniture or equipment on lawn areas in the Residential Sites except with the written permission of the Declarant or the Association, as the case may be.

No personal articles shall be allowed to remain unattended in any part of the Residential Sties or Common Areas, including, but not limited to, bicycles, scooters, baby carriages or similar vehicles or toys.

No unregistered, uninspected or non-working motor vehicles, boats, trailers, or recreational vehicles, so-called, shall be allowed to remain on the Residential Sites unless the same are housed within a permissible structure or screened in such a fashion that the same is not visible from the roadways servicing the Property or from adjacent Residential Site, except with permission of the Declarant after consultation with all affected parties.

2.6 Unless first expressly approved in writing by the Declarant, neither any grantee nor any grantee's heirs, successors and assigns, agents, servants, tenants or other persons for whom the grantee has a legal responsibility, may:

A. Subdivide any building lot so as to create two or more lots, but this provision shall not prevent the conveyance of a portion or the whole of any lot to any adjoining owner, provided that both the Association and the appropriate municipal agency or board shall approve the same. In the event two or more building lots are combined and used as a single building lot by the placing of a principal structure on a common lot line and subsequent to the granting of any necessary municipal approvals for such combining, said lots so improved shall subsequently be treated as one building lot for the purpose of this Declaration, except for the annual assessment as provided in Paragraph 1.4, easements or rights-of-way established for drainage or utilities, which shall remain in effect unless released by Declarant, and provided that areas established for drainage or utilities which shall remain in effect unless released by Declarant.

B. Attempt to use as a place of human habitation any structure, tent, camper, house trailer, mobile home, or other shelter of whatsoever nature other than substantially completed residential dwellings conforming to the requirements of Paragraph 2.3.

C. Excavate stone, gravel, sand, earth or other fill of any description whatsoever except for the purpose of building structures referenced in Paragraphs 2.1 and 2.3, or as is reasonably necessary for the care or maintenance of a lot, including utilities or subsurface drainage or disposal systems, or for residential flower or vegetable gardens.

D. Place, maintain or store building materials, except for normal household maintenance or improvement purposed, unless such materials are on a lot pursuant to construction in compliance with Paragraphs 2.1 and 2.2.

E. Place, maintain or store any unregistered motor vehicle of any type or any motorcycle or other two or three wheel motor or recreational vehicle or snowmobile for more than twenty-four (24) hours, unless parked in a garage or other approved structure or so placed or buffered as not to be visible from any street.

F. Place, maintain or store any garbage or other refuse containers unless enclosed or placed in such a manner as not to be visible from any roadways or other residences.

G. Place, maintain or erect any radio or television towers or dishes or other appurtenant structures on any building or lot, except a normal household antenna device, not exceeding eight (8) feet in height above the roof peak or a dish antenna, so-called, having a radius of no more than 18 inches.

H. Keep any bird, fowl or animal other than normal, domesticated dogs and cats, not to exceed two in number and reasonably maintained and restrained so as not to unreasonably disturb others residing in the Residential Area. No pets are to be kept, bred or maintained for any commercial purposes. Pet owners shall be responsible for picking up any feces deposits made by such permitted animals in or about any common or open space areas of the Property and when in such common or open space areas, pets shall be leashed. No pets shall be allowed on any Residential Site except with the permission of the Owner thereof. The owners of such pets shall bear full responsibility for the control of the pets of visitors

and guests.

I. Permit any bulldozer or other tracked or cleated vehicle or crawler to travel or unload on any paved way.

J. Install or maintain exterior lighting of such intensity or direction that the same unreasonably disturbs others residing in the Residential Area.

K. Cut, remove or harm any living tree without written approval of the Declarant or the Association, as the case may be, standing within a building lot and within twenty-five feet of any lot line, except: (1)where minimally necessary to the siting and construction of the residential improvements first constructed on a lot and approved as such pursuant to Paragraph 2.3; (2) where reasonably necessary for the safety of the structures and improvements on a lot; (3) where certified in writing to the Declarant at least 30 days in advance of such cutting by a qualified forester or landscape architect as appropriate to the health and development of local wild plant life generally; (4) in connection with the installation or maintenance of roads, utilities, trails or drainage facilities by or, with the approval of, the Declarant, or by any utility company or governmental agency to whom the Declarant or the Association has granted an easement or right of way; or (5) within an area not to exceed 40 feet in width along a lot line or lines in which is included the driveway accessing any building site or sites, and except within any other one area not to exceed 30 feet in width along a road front lot line (which 30 feet may be adjacent and in addition to the 40 feet for the driveway access).

L. Locate or maintain any drainage, cesspool, drywell or sewerage or waste disposal system (except drywells or drainage facilities for rainwater or small residential garden composts), except in conformity with applicable laws and regulations of the State of Maine and the Town of Alfred and evidenced by appropriate permits.

M. Store (except for normal household purposes), discharge or discard (except through proper trash collection) any toxic or hazardous material likely to adversely affect groundwater quality, create fire danger or present a toxic danger to residents or their pets or use any lawn fertilizer or lawn care product unless the same is specifically designed and formulated to minimize the potential for groundwater contamination or other environmental damage.

2.7 The Declarant, its successors or assigns, shall have the right to grant to others rights-of-way and easements, including utility and drainage easements in, on or over all roads and trails and in, on or over all easement areas designated on approved and recorded subdivision plans of the Property, such rights to be for the benefit of any land Declarant shall choose. Such rights of way and easements shall include, but not be limited to, granting the same to the Town of Alfred for access to a dry hydrant to be installed by the Declarant in the location determined by the Town of Alfred Planning Board and the use of the waters of Shaker Pond, so-called.

2.8 It is further expressly provided that the aforementioned agreements, covenants, reservations, easements, charges and restrictions established pursuant to this Article II are to run

with the land and be effective until December 31, 2050. Thereafter, they may be renewed (in this form or as subsequently modified) by a Declaration of Continuation filed in the appropriate Registry of Deeds by the Association based upon the written consents of the members owning two-thirds of the Residential Sites. Any such renewals shall be for successive ten-year periods only and shall have been enacted and filed during the final calendar year of the preceding term.

In the event of non-renewal, all of the provisions of Article 2 shall lapse, except that all rights-of-way, easements, or other uses of land established by grant of record or evidenced by use or the presence of improvements or delineation on any map or other instrument of record shall continue in perpetuity.

ARTICLE 3
ADDITIONAL CONDITIONS

The use and occupancy of the Property and the Residential Sites shall be subject to the terms and conditions of a Contract Zone Agreement between the Declarant and the Town of Alfred, Maine, as outlined in the LAND USE PERMIT #117-009 recorded in York Registry of Deeds in Book 17367, page 531, a copy of which is attached hereto as Exhibit C, including, but not limited to the requirement that at least one full time resident of each Residential Site shall be at least Fifty-Five (55) years of age. This full time residency requirement shall allow for temporary absences from the Residential Site during the winter season but during such temporary absences no persons under the age of Fifty-Five (55) shall occupy such premises for a period of time longer than Ninety (90) days.

The Property has been designed as a secure, gated community. Owners are entitled to know who is in their community at all times. In general, rentals are NOT allowed within the Property, as it is intended to be Owner occupied. However the Declarant and the Association recognize that there may be facts and circumstances which would allow long term rentals to individuals who will be compatible with the goals of other Owners and both the Declarant and the Association will consider on a case by case basis an improved Residential Site being leased on a year round basis, where the tenants meet the requirements of the above referenced LAND USE PERMIT and agree to all rules and restrictions of the community. In any event, the owner of the Residential Site will bear full responsibility for the actions of tenants and the terms of the lease must be in a form approved by the Declarant and the Association.

The Owner desiring to lease such improved Residential Site will submit information at least 15 days prior to entering into a lease or rental transaction on the intended permanent occupants of their home, including names and ages. Owners agree to notify the Association within 30 days of any change in permanent occupancy, with name, age and relation status.

The Owner of a Residential Site or an approved tenant being at least 55 years of age must be present when visitors and guests are on the Property, No person other than an Owner meeting the age requirements hereof or an approved tenant being at least 55 years of age shall occupy the Residential Site for more than 90 days in any one calendar year. The Owner or approved tenant shall inform all guests and visitors of the provisions hereof and of any Rules and Regulations adopted by the Association and will bear full responsibility for visitors and guests.

All utility installations shall be located underground in accordance with all applicable rules of the utility company and the Maine Public Utilities Commission and the siting thereof needs to be approved in writing by the Association prior to the commencement of any construction.

All owners of Residential Sites shall maintain fire and casualty coverage in the full replacement value of the structures on the Residential Site and public liability insurance with limits of no less than $1,000,000.00 for each occurrence. The Owner shall provide proof of such insurance to Declarant and the Association on an annual basis.

ARTICLE 4
ADMINISTRATIVE PROVISIONS

4.1 The provisions of the within Declaration may be modified, amended or revoked, in whole or in part, by a written instrument executed by the Declarant and duly recorded at the York County Registry of Deeds at any time prior to the formation of the Association pursuant to Paragraph 1.2. Subsequent to the formation of the Association, the provision of the within Declaration may be added to, modified, or amended, in part, upon the written consent of the members owning two thirds of the Residential Sites and may be revoked only by unanimous consent of 100% of the members owning the Residential Sites. .

4.2 The liens referenced in Paragraph 4 may be enforced by the Declarant in case of non-payment when due, by sale of or levy against the premises subject thereto, in any manner provided by Maine law for the foreclosure of mortgages, providing that notice of the commencement of such proceedings or an affidavit of such is recorded in the York County Registry of Deeds within two (2) years after the date on which payment is due. The Declarant shall, upon written request, issue a certificate setting forth the current status of any liens pursuant to Paragraph 1.4 with respect to any building site within the Residential Area, and such certificate shall, when recorded in the York County Registry of Deeds, be binding upon the Declarant as of the date of such certificate.

4.3 All notices and requests directed to the Declarant shall be addressed to 13 Federal Street, Alfred, Maine, 04002, or to such other address as may hereinafter be designated by the Declarant in notices directed to an owner addressed to the residence owned or to any other address designated by such owner in writing received by Declarant.

4.4 Enforcement of the provisions of these covenants by the Declarant or the Association shall include the following remedies in addition to those which may otherwise be provided by law:

A. In any legal action against the parties alleged to be in breach, the Declarant or the Association, if it prevails, shall be entitled to an award by the Court of reasonable legal fees (including charges for paralegal assistance) and costs and expenses of suit in addition to such damages, injunctive relief or orders which a court may determine;

B. The right of the Association to file the appropriate Registry of Deeds a lien notice stating the violation of the covenants of Article 2 or non-payment of fees due pursuant to Article 1 which are determined to exist by the majority of the Board of Directors of the Association, in which event the violations or nonpayment, as therein stated, shall be deemed to be true and accurate, if the party alleged to be in violation or arrears shall not have commenced a legal action against the Association to assert the contrary within 120 days after the filing of such a notice of violation or non-payment. The Association shall, in such cases, notify the alleged violators of the filing of such notices within 30 days after such filing as provided by Paragraph 4.3. In addition, the Association shall notify the holder of any mortgage or other interest in the Residential Site (the "Holder") of the filing of such lien in the event the Association is asserting a prior interest in the Residential Site to that of the Holder. For purposes of asserting priority the Declarant agrees that all bona fide interests created by instruments or writings and recorded prior to the recordation of the aforesaid lien notice shall enjoy priority over the lien notice, except to the extent of voluntary future advancements may after receipt of such lien notice.

C. Correct or abate a violation of the provisions hereof at the expense of the Owner violating the provisions hereof.

4.5 If any easement, covenant, restriction, agreement or charge herein contained shall be held invalid by any court of proper jurisdiction, such invalidity shall in no way affect any other easement, covenant, restriction, agreement or charge herein contained.

4.6 Nothing in these restrictions shall operate in any way to restrict the Declarant or any person, firm or corporation, while acting on behalf of the Declarant in its real estate and development business during the course of the development of the Property.

4.7 A certificate signed by the Declarant relating to compliance with the covenants, restrictions, agreements and charges as required by the Declaration shall be conclusive evidence against all persons of the truth of the facts therein stated .

4.8 The term "Declarant" shall mean, where appropriate and where the context requires, the Declarant or the Association or their respective successors or assigns.

4.9 No provision in this Declaration is intended to be in violation of any city charter, regulation, by-law or ordinance or state statute, regulation or law, and interpretation of the provisions hereof shall be made accordingly.

4.10 As used in Paragraph 1.4 hereof, the term "grantee" shall not include a mortgagee of any lot or lots until such time as such mortgagee shall have obtained both legal title and equitable title to such lots through foreclosure, deed in lieu of foreclosure or otherwise, and then such mortgagee shall be liable only for its pro-rata share of such assessments accruing after that time.

The within Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the Declarant, James R. Boldebook, individually, and as Trustee of the Shaker Pond Realty Trust and as Trustee of the Shaker Pines Realty Trust, has executed the within instrument and caused its name to be affixed hereto all as of the day and date first above written.

Witness:

_____

James R. Boldebook

SHAKER POND REALTY TRUST

_____

by:
James R. Boldebook, Trustee

SHAKER PINES REALTY TRUST

_____

by:
James R. Boldebook, Trustee

STATE OF MAINE
COUNTY OF YORK, SS: May 16, 2018

Personally appeared the above named James R. Boldebook, individually and as Trustee aforesaid, and acknowledged the foregoing instrument to be his free act and deed individually and in his said Trust capacities

Before me, Debra J Ham
Notary Public/~~Attorney at Law~~

Printed Name: Debra J. Ham

My Commission Expires
October 18, 2018

EXHIBIT A
THE RESIDENTIAL AREA

The following described premises, together with any other premises which may hereafter be declared by an instrument in writing, referencing the within Declaration of Covenants, executed by the Declarant hereunder and recorded at the York County Registry of Deeds, shall constitute the "Residential Area":

Those certain lots or parcels of land designated as Lots One (1) through Four B (4B), inclusive, on the Plan.

EXHIBIT B

The expenses of the Association are allocated as follows:

The allocations have been made on anticipated upon relative usages of the maintenance components of the Project. The allocations may be adjusted from time to time by the Declarant or the Association when it has become vested with the rights under this Agreement and upon approval by 2/3 of the Owners. As a preliminary matter the relative allocations between components are shown on the attached budget.

LOT DESIGNATION	SHARE OF COMMON EXPENSES
#1	29%
#2	12%
#3	12%
#4	19%
#4A	15%
#4B	12%

Deconshakerpond/2730-015/revised4/6/2018/revised4/10/2018/REV5/6/2018/REV5/11/18/revised5/15/18

This year HOA fees cover the following:

- Plowing
- Sanding
- Common land mowing
- Common land fertilizing
- Common land irrigation
- Dock installation and removal
- Common area electricity
- Legal fees
- Taxes on common land
- Pest treatment once per year
- HOA insurance
- Accounting Services
- Fall cleanup
- Miscellaneous upkeep

With respect to the boat house, all HOA members have access and can store small watercraft. All HOA members also have access to the picnic pavilion with the caveat of letting other members know when they intend to use the space.