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THE POINT AT CAPE ROSIER

Brooksville, Maine

Declaration of Easement Rights,

Protective Covenants, Restrictions and Reservations

Owner: Northland Properties, Inc.
2150 Washington Street, Newton, MA 02162
Tel. (617) 965-7100

In order to assure that the natural beauty of Cape Rosier and character of the area are preserved for residential use, and for the benefit and enjoyment of those who purchase parcels of land, and in order to provide each such property owner with assurance that the land surrounding his parcel will be subject to reasonable safeguards against spoiling acts which would affect the value and beauty of his property, Northland Properties, Inc., (the "Grantor") hereby records this Declaration of Easement Rights, Protective Covenants, Restrictions and Reservations, together with the approved subdivision plan titled "The Point at Cape Rosier, Brooksville, Maine, Northland Properties, Inc." dated June 11, 1987, hereinafter referred to as the "Plat" and declares that the real property shown on the Plat (hereinafter the "subdivision") is and shall be held, transferred, leased, encumbered, conveyed, improved and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set, forth which are intended to create mutual and equitable servitudes upon each of said parcels, in favor of each and all other said parcels; to create privity of contract and estate between the grantees of said parcels, their heirs, successors and assigns; and shall, as to the owners of each said parcel, their heirs, successors, grantees or assignees operate as covenants running with the land for the benefit of each and all of said parcels, and their respective owners present and future. For the purpose of these covenants, the lots defined by the Plat shall hereinafter be referred to as "parcels".

1. Roads and Rights of Way

All parcels owners shall have an easement and right of way over and upon Ames Cove Road, Point Road and access right of way over land formerly of E.S. Herrick Commercial Realty Trust, as shown on the Plat, for ingress, egress, regress and the installation and maintenance of utilities, in common with the Grantor, its successors and assigns. It is expressly intended that these roads and ways remain private and shall be maintained by the Association as hereinafter set forth.

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2. Use of Common Area
All parcel owners shall have the right to use the Common Area and beach at Ames Cove as shown on the Plat for recreational purposes in common with the Grantor, its successors and assigns, and shall share the cost of maintenance of said Common Area along with other lot owners by payment to the Association as hereinafter provided.

3. Use of Parcels
All parcels shall be used solely for residential purposes (which shall permit the rental of the entire premises and parcel, but not rental of a part thereof, for such purposes) and forest and wildlife management. No more than two dwellings and a reasonable number of ancillary buildings (not to be used for habitation) shall be permitted on each parcel.

4. Building Specifications and Design
The design of dwellings, barns, and other usual and customary ancillary buildings, including but not limited to materials, colors, textures, building shape, roof lines, window treatment and site orientations shall be of a character harmonious with the natural beauty of the Cape Rosier environment.

A building to be used as a residence shall contain no less than 1,000 square feet, exclusive of porches and garage, in the case of a one-story structure and no less than 750 square feet on the first floor, exclusive of porches and garage in the case of a two-story structure. No residence may be higher than thirty-four (34) feet above ground level, measured from the average ground line of the foundation perimeter.

All residences shall be required to install and maintain smoke detectors on each floor, level or story of a dwelling with power supplied from a permanent wire connection directly to an A. C. primary source of power or monitored batteries.

5. Trailers and Temporary Structures
No house trailer, mobile home or modular home shall be placed on any parcel. Furthermore, no camper, tent-camper, tent or other similar structure or building shall be allowed on any parcel other than for temporary camping purposes.

6. Signs
Owners shall have the right to install a sign of not more than two (2) square feet showing the name of the owner or occupant and the name or number of the premises. All signs shall be compatible with the environment, and under no circumstances shall projecting signs, neon or brightly lighted or self-lighted signs be permitted on any parcel.

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7. Completion of Construction
Owners shall within twelve (12) months from the start of any construction, erect, build and have the exterior of the building closed in and completed in a manner consistent with the conditions set forth herein.

8. Screening of Fuel Tanks
Fuel and other types of tanks not buried below the ground shall be screened, either naturally or in some other attractive manner, so as not to be visible from roads or other parcels.

9. Natural Drainage
Each owner shall be responsible to use due care to avoid interfering with the natural course of surface water in a fashion which would alter its natural flow across a neighbor's parcel, or any land abutting the Subdivision, or alter its intended flow to the storm drainage and drainage detention basin systems.

10. Preservation of Native Trees
The wholesale cutting of trees on a parcel, whether for commercial lumbering purposes or otherwise, is prohibited, except in accordance with a Forest Management Plan prepared by a professional forester. This does not prevent an owner from cutting trees to construct or enhance a homesite or view from a homesite, or preserve the wooded environment of his land in a healthy manner. However, in any forest stand, harvesting shall remove not more than forty (40) percent of the volume of trees in any ten (10) year period. For the purpose of these standards, a stand means a contiguous group of trees, sufficiently uniform in species, arrangement of age classes and conditions to be identifiable as a homogenous and distinguishable unit.

11. Owner's Association
The Point at Cape Rosier Association, a Maine non-profit corporation, shall be formed by the Grantor prior to the conveyance of a parcel (herein the "Association").

Each parcel owner or owners shall become members of the Association provided that any person or entity who holds an interest in said lot as a security for the performance of an obligation shall not be a member.

The Grantor will convey title to Ames Cove Road, Point Road and the Common Area and the Fire Pond subject to the rights, easements and rights of way conveyed to lot owners and others to the Association at some time prior to the conveyance of all of the parcels in the subdivision.

The purpose of the Association shall be to determine by a majority of the vote of its members the annual costs necessary to hold, maintain and improve the roads, Common Area and Fire Pond, including landscaping and beautification.

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There shall be one vote for each parcel. When more than one person or entity owns a parcel, all such persons or entities shall be members of the Association and the vote for such parcel shall be exercised as they among themselves determine by majority vote.

12. Roads, Easements and Maintenance Costs

(a) Creation of Lien and Personal Obligation of Assessments. Each owner of a parcel by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant to pay to The Point at Cape Rosier Association (the "Association") annual and special assessments to be fixed and collected from time to time as provided hereinafter and in the Bylaws of the Association (the "Bylaws"). The annual and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and a continuing lien upon the parcel against which each such assessment is made and shall also be the personal obligation of the owner of such parcel at the time when the assessment fell due. No owner shall be liable for the payment of any part of the annual or special assessments which become due and payable subsequent to a sale, transfer or other conveyance by him of his parcel. To the extent permitted by applicable law, any lien for payment of annual or special assessments becoming due and payable on or after the date of recordation of a first mortgage on any parcel shall be subordinate to such mortgage. In addition, any fees, late charges, fines, or interest that may be levied in connection with any such unpaid assessments shall be subordinate to said mortgage. A purchaser of a parcel shall be personally liable for the payment of any unpaid annual and special assessments which shall have become due and payable, on account of such parcel prior to its acquisition by him.

(b) Purpose of Assessments.

(i) The assessments levied by the Association shall be used exclusively for the purpose of maintaining roads, utility and pedestrian easements, general planting within roadway and other common areas, and all common community services of every kind and nature required or desired within the Subdivision for the general use and benefit of all parcel owners, and for the purpose of enforcing the provisions of these covenants, as provided in the Bylaws. Each parcel owner shall pay to the Association, or its authorized representative, annually, or as otherwise required by the Association, his proportionate share of the expenses of the Association in carrying out its functions.

(ii) In addition to the other duties and responsibilities of the Association, the Association shall provide maintenance of the roads within the Subdivision to the standards of comparable roads in the Town of Brooksville, and in accordance with the Schedule of Maintenance Responsibilities set forth in the attached Schedule A. The provisions of this sub-paragraph with respect to road maintenance have been adopted for the benefit of the Town of Brooksville.

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c) Date of Commencement of Annual Assessments and Due Dates. The annual assessments shall become a lien on the first day of each fiscal year of the Association, and shall be payable within thirty (30) days thereafter. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

(d) Default by Owner. In the event of default by any owner in paying his annual or special assessments, such owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid annual or special assessments. The Association shall have the right and duty to levy and enforce the collection of annual and special assessments and to provide adequate remedies, and shall attempt to recover such annual and special assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action brought against such owner, or by foreclosure of the lien on such parcel.

(e) Foreclosure of Lien. After a successful action brought by the Association to foreclose a lien on a parcel because of unpaid annual or special assessments, an owner allowed by the Association to remain on his parcel for a period of time may, at the option of the Association, be required to pay a reasonable rental for the use of his parcel. The Association acting on behalf of all owners, shall have power to purchase such parcel at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid annual or special assessments shall be maintainable without foreclosing or waiving the lien securing the same.

(f) Special Assessment for Electricity Charge. In addition to the regular and special assessments otherwise provided herein, until a residence has been constructed on his parcel, each owner shall also pay to the Association for payment to Bangor Hydro-Electric Company, a proportionate share of the maintenance cost of the utility line extension located along Ames Cove Road and Point Road as assessed by Bangor Hydro-Electric Company, such proportionate share to be determined by dividing the total maintenance cost by the number of parcels on which a residence has not yet been constructed. This special assessment shall not be levied against Parcels 1, 2, 3, 38, 39 and 40, said Parcels being situated on the "Public Road". This special assessment shall constitute a lien and be enforceable in the same manner as any other assessment by the Association.

13. Compliance with Laws and Soils Information
All siting, construction, excavation, sewage disposal and water supply, and storm water drainage, shall be in accordance with all applicable local and state laws, codes, ordinances and regulations.

14. Setback Requirements
No dwelling or building ancillary thereto shall be placed upon any lot within 25 feet of any boundary (side and rear yards), nor within 50 feet of any roadway. All principal structures shall be set back at least 100 feet from the normal high water mark of the Atlantic Ocean.

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15. Coastal Buffer Zone
A Protective Coastal Buffer Zone (referred to hereinafter as the "Protected Property") has been established as shown on the Plan on a portion of Parcels 14, 15, 16, 17, 18, 19, and the Common Area, to further protect the significant scenic, aesthetic, scientific and ecological value of Ames Cove and of the shoreline of the Head of the Cape, a distinct geographical feature which is an integral part of the Cape Rosier landscape. No residential structures or buildings ancillary thereto shall be located in the Protected Property. Furthermore, no filling, dumping, disposal of wastes, excavation or other alteration shall be made to the surface of the Protected Property other than that caused by the forces of nature, except, however, there are retained by the Grantor, its successors or assigns, the right to excavate, construct and maintain footpaths and/or stairs appropriate to the permitted use of the Protected Property and to gain access to the shore, provided that the adjacent land be thereafter restored as nearly as possible to its prior undisturbed state.

Not withstanding the provisions of Paragraph 10, Preservation of Native Trees, the destruction or removal of standing timber, plants, shrubs or other vegetation shall not be permitted, except however, the Grantor, its successors and assigns, shall retain the right to prune or selectively thin trees within the Protected Property to provide firewood for personal use, and to maintain or improve views from residences located adjacent to the Protected Property, provided however that a reasonable screen of natural vegetation shall be maintained at all times between any such structures and the shoreline so that they are not prominently visible from the off shore.

16. Nuisance
Noxious, dangerous, offensive or unduly noisy activities of any nature shall not be carried on upon any parcel.

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

18. No Subdivision
The parcels as shown on the plan may not be re-subdivided.

19. Access To Amenities
The Association or its authorized representatives shall have the irrevocable right to have access to each parcel from time to time, during reasonable hours, as may be necessary for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom, including pedestrian, utility and drainage easements, to prevent damage to the common areas and facilities, or to any other parcel(s).

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20. Enforcement

The provisions of this Declaration have been adopted for the benefit of the owners of parcels in The Point at Cape Rosier, Brooksville, Maine.

Therefore, the violation or attempted violations of any covenant or restriction in this Declaration is hereby declared a nuisance which may be remedied by any appropriate legal proceeding. If any owner shall attempt, violate or permit any violation of any of the covenants, restrictions or reservations described above, the Grantor, the Association, any parcel owner may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations or permitting of the same, or enjoin the furtherance or continuation of such attempts or violations, or both. Furthermore, if the Association fails to fulfill its road maintenance obligations as provided in sub-paragraph 12 (b) (ii), the Town of Brooksville shall have the right to bring suit to enforce such obligations.

If a final judgment is rendered against an owner, the owner agrees to pay all reasonable costs, including attorney's fees, incurred in the prosecution of said claim. Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other owners, and the failure to enforce on any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto.

21. Termination of Restrictions

At a meeting duly held not earlier than January 1, 2012, the then current owners of record may terminate or amend any or all of the provisions set forth in this Declaration, by a two-thirds majority vote, which amendment or termination shall become effective upon the recording thereof. If no such amendment of termination is recorded by February 1, 2012, this Declaration shall automatically renew for another 25-year period, and in like manner for each 25-year period thereafter. Notwithstanding the above, the lot owners shall not have the right to amend the following paragraphs: Paragraphs 1, 2, 12, 15 and 18.

22. Bind and Inure

The provisions of this Declaration shall bind and inure to the benefit of the parcel owners and the Grantor and their respective successors and assigns.

23. Amendments

Until such time as the Grantor no longer owns any of the parcels, the Grantor shall have the right to amend the provisions set forth in this Declaration for any particular parcel or group of parcels provided that any such amendment does not interefere with preserving the residential character of Cape Rosier nor alter the intent of this Declaration or conflict with the Brooksville Subdivision Regulations or Brooksville Shoreline Zoning Ordinance. Notwithstanding the Above, the Grantor shall not have the right to amend the following paragraphs: Paragraph 18, which

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provides that the parcels as shown on the Plat not be re-subdivided; Paragraph 12 which provides for roads, easements and maintenance costs; Paragraph 15 which establishes the coastal buffer zone; and Paragraph 1 which grants an easement and right of way over the roads; and Paragraph 2 which grants an easement for recreational purposes on the Common Area and beach at Ames Cove.

IN WITNESS WHEREOF, Northland Properties, Inc. has caused the corporate seal to be affixed hereto and these presents to be signed, acknowledged and delivered in its name by Jeremy M. Hubbell, Senior Vice President, for these purposes by vote duly authorized this 12th day of June, 1987.

NORTHLAND PROPERTIES, INC.

M. Mary Fenick
Witness

By: _____
Jeremy M. Hubbell,
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

At Newton, Massachusetts, this 12th day of June, 1987, personally appeared Jeremy M. Hubbell, as Senior Vice President of Northland Properties, Inc. and acknowledged the foregoing instrument as his free act and deed as said officer of said Northland Properties, Inc., before me

Susan E Carlson
Notary Public

Printed name: _____

My Commission Expires:

June 12, 1987

SUSAN E. CARLSON, NOTARY PUBLIC
MY COMMISSION EXPIRES
FEBRUARY 19, 1993

HANCOCK, SS REC'D JUN 16 1987 AT 12 H 53 M. P M

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