

WARRANTY DEED

SHIP, INC., a Maine corporation with an office and place of business at 88 Laurel Cove Road, Harpswell, Cumberland County, Maine, 04079,

for consideration paid,

grants unto MICHAEL E. CARTER and CATHERINE L. CARTER, husband and wife, whose mailing address is P.O. Box 413, Machias, ME 04654, as joint tenants and not as tenants in common, with WARRANTY COVENANTS,

The land in Northfield, County of Washington and State of Maine, described as follows:

Lots #29 and #30 of the Two Lakes Subdivision in accordance with the subdivision plan of Almer Huntley, Jr. & Associates dated June 24, 1991, recorded in Map Cabinet 3, Drawer 3, as numbers 6, 7 and 8.

Also conveying all rights and easements in common with the grantor, its successors and assigns, and others entitled to the same, over and upon the roadways described in easements from Terry L. Sprague to Ship, Inc. dated December 19, 1990, recorded in Book 1677, Page 134 of the Washington County Registry of Deeds and from Champion International Corporation to Ship, Inc. dated March 27, 1991, recorded in Book 1691, Page 028 of said Registry of Deeds, and also a common right of way for all purposes over all roadways now or hereafter laid out in Two Lakes Subdivision.

The lots herein conveyed are subject to all covenants and restrictions, together with the rights upon the common areas, as fully set forth in Declaration of Covenants, Restrictions and Common Areas executed by Ship, Inc. on June 30, 1992 as recorded in Volume 1781, Page 330 of the Washington County Registry of Deeds.

By acceptance of this deed, grantees for themselves, and their heirs and assigns, agree to abide by the terms of special restriction zones, including buffer zones and set backs as outlined under Section VI of the aforesaid Declaration of Covenants, Restrictions and Common Areas, as delineated upon a set of plans prepared by Acadia Engineering and recorded in the Washington County Registry of Deeds in Map Cabinet 3, Drawer 3, Nos. 22 through 28.

By acceptance of this deed, grantees, for themselves, their heirs and assigns, acknowledge and agree that they are subject to the assessment powers of Two Lakes Homeowners' Association as authorized by the Articles of Incorporation and Bylaws of said Association, and that such assessments, together with such interest thereon as permitted by law and voted upon by the Association, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereon as provided, including reasonable attorneys' fees, shall also be the personal obligation of the lot owner who is the lot owner at the time of the assessment for the statutory period

TRANSFER TAX PAID

and shall remain a lien effective against successors in title if a certificate is filed in the Washington County Registry of Deeds by the Association. The Association shall have the powers of collection of assessments made on said real estate in accordance with Maine law.

The subject property is also subject to the Site Location of Development, Findings of Fact and Order submitted by Dean C. Marriott, Commissioner, Department of Environmental Protection, dated December 13, 1991 and recorded in Volume 1743, Page 204 of the Washington County Registry of Deeds.

The within conveyed premises are a portion of Lot 4 in that certain deed from Howard C. Saturley and Geraldine F. Saturley to Ship, Inc. dated July 1, 1988 and recorded in Volume 1532, Page 026 of the Washington County Registry of Deeds.

Also conveying all rights, easements, privileges and appurtenances now belonging to the granted estate.

IN WITNESS WHEREOF Ship, Inc. has caused this instrument to be signed by Hyman Gulak, its President, thereunto duly authorized this 23rd day of September, 2003.

SIGNED, SEALED AND DELIVERED
in the presence of

SHIP, INC.

Jill R. Daviero
Witness

Hyman Gulak, Pres.
HYMAN GULAK, President

STATE OF MAINE
Cumberland, SS:

Sept. 23, 2003

Then personally appeared before me the above-named HYMAN GULAK and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the said Ship, Inc.

Before me,

Jill R. Daviero
Notary Public

Jill R. Daviero - Comm. Exps. 11/2003
Type or print name of Notary Public

c:\my documents\s\119-094\deed#29.doc

SEAL

Received
Recorded Register of Deeds
Oct 03:2003 03:29:39P
Washington County
Sharon D. Strout

07350

BK 1781 PG 330

DECLARATION OF COVENANTS, RESTRICTIONS AND COMMON AREAS

This declaration made this 30th day of June, 1992 is made by SHIP, INC., a Maine corporation with an office and place of business at 15 Laurel Cove Road, Brunswick, Cumberland County, Maine 04011, for the benefit and enjoyment of those who shall own lots within the Two Lakes Subdivision (the Subdivision) and to provide each property owner (Grantee) with assurance that the land surrounding each lot will be subject to reasonable safeguards against acts which might adversely affect the environment and each lot's value and beauty. Through an equitable application of these stipulations and guidelines, the subdivision's residents shall have the means to preserve the rural setting, the health and beauty of Bog Lake and Fulton Lake, and to protect their property.

The following definitions shall apply throughout this Declaration:

"Declarant" shall be Ship, Inc., a Maine Corporation with a place of business in Brunswick, Cumberland County, Maine;

→ "The Association" shall be Two Lakes Homeowners' Association, a nonprofit Maine Corporation to be organized to enforce the Covenants herein;

"Grantee(s)" shall be all purchasers of lots (excepting the Association, as owner of the roads and common areas), being offered for sale in the Two Lakes Subdivision in Northfield, Washington County, Maine, their heirs, successors, Personal Representatives or assigns;

"The Subdivision" shall be Two Lakes Subdivision, located at Northfield, Washington County, Maine, created in compliance with Site Location Order(s) of the Maine Department of Environmental Protection;

"Subdivision Plan" shall be the survey and Plan of Almer Huntley, Jr. & Associates, Inc. dated June 24, 1991, being simultaneously recorded in the Washington County Registry of Deeds, together with any supplemental plans and/or memoranda in connection therewith.

I. PREMISES

The property to which the declaration of covenants, restrictions and common area shall apply is that same property described in a warranty deed from Parallax, Inc. to Howard C. Saturley and Geraldine F. Saturley dated July 9, 1987 recorded in Volume 1455, Page 147 of the Washington County Registry of Deeds. EXCEPTING any portions thereof subsequently conveyed by said Saturley or by Ship, Inc. by deeds of record in the Washington County Registry of Deeds. The premises affected by this

declaration, hereinafter referred to as The Property, are situated in Northfield, Washington County, Maine and are the same as set forth upon the Subdivision Plan.

II. COMMON ROADWAY EASEMENTS

Each numbered lot within the Subdivision Plan shall entitle the Grantee thereof to a right of way for ingress and egress over and upon the roadways described in easements from Terry L. Sprague to Ship, Inc. dated December 19, 1990 and recorded in Book 1677, Page 134 of the Washington County Registry of Deeds and easement from Champion International Corporation to Ship, Inc. dated March 27, 1991, recorded in Book 1691, Page 028 of said Registry of Deeds, and also a common right of way for all purposes over all roadways now or hereinafter laid out in the Subdivision.

Any driveway serving an individual lot from said common roadways shall be constructed and maintained solely by the Grantee, and if the construction of such driveway interferes with surface drainage along any such roadway, then the Grantee shall install, maintain and keep clear an adequate culvert providing adequate drainage. Grantees shall acquire no rights to make improvements within the limits of roadways. Said roadways may be relocated, regraded and/or improved within their limits at any time without liability to Grantee.

III. COVENANTS AND USE RESTRICTIONS

The following use restrictions and covenants shall apply to each lot hereby conveyed, to be construed as real covenants running severally with each lot.

1. COMMERCIAL USES PROHIBITED: No lot hereby conveyed shall be used for any commercial purpose whatsoever, but solely for single-family residential purposes, non-commercial recreational uses or forest and wildlife management purposes. This restriction shall not be construed to prevent rental of any dwelling unit on said lot for single-family residential purposes or to prevent, on individual lots, certain commercial activities such as the practice of professions, craft work, artistic endeavors, and similar occupations to be conducted from within a private residence, provided that such activities shall not create added traffic, noise, air, soil or water pollution. In accordance with Paragraph 12 hereunder, no commercial signs are permitted in connection with such activities.
2. MINIMUM SIZE: Each home structure shall have a minimum of ~~750 square feet~~ of interior living space excluding porches and basements.
3. ONE HOUSE ONLY: No more than one principal residential building designed for single family use shall be maintained on any single lot hereby conveyed at any one time, with not more than one private garage or carport, and not more than two other accessory structures.
4. SETBACKS: No building shall be erected on any lot hereby conveyed unless the building conforms to the setback provisions as indicated on the Subdivision Plan, nor shall any building be

erected on any lot hereby conveyed unless it also conforms to any and all local and State setback requirements. In addition, no building or other structure on any lot shall be constructed with any portion thereof within 25 feet of any lot line or any common roadway. 25' OF ANY LOT

5. **BUILDING REQUIREMENTS:** (a) All structures erected on any lot hereby conveyed shall have as exterior finish, shingles, stone masonry, hand-made brick masonry, clapboards, wood logs, vinyl siding or other quality finish, with no tarred paper, asphalt shingles, or simulated materials of any kind allowed; (b) No residential building shall exceed 35 feet in height from finish grade; (c) All structures erected on any such lot shall be promptly completed as to their exteriors, including paint, stain or varnish on any exterior surfaces above the foundation, within 18 months after construction is commenced.

6. **MOBILE HOME NOT PERMITTED:** No mobile home, either with or without wheels, shall be permitted upon any lot except for the temporary installation by a lot owner, or his contractors, or trailers for use as a field office, and in no event, shall such mobile home or trailer remain on any lot for a period which exceeds twelve months. Additionally, no vehicle larger than one ton shall be placed or stored on any lot for a period exceeding 96 consecutive hours, unless it is screened from view from outside the boundaries of the lot.

7. **TENTS AND CAMPERS:** Tents and camper trailers shall be permitted on the lots only for a period limited to not more than 120 days within a 12 month period. 120 12 MONTHS

8. **EXTERIOR APPEARANCE:** Each lot hereby conveyed and all improvements thereon shall be maintained by the Grantee so as to present a neat and attractive appearance at all times. No unregistered vehicles, junk, or debris shall be stored on the premises. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same shall be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth. No activity shall be permitted on any lot which shall constitute a nuisance.

9. **EQUIPMENT STORAGE:** Placement of motorized equipment, small boats, or vehicles and construction materials upon the premises, must be done in such a manner that the equipment and materials are screened from view outside each Grantee's lot.

10. **OUTDOOR FIRES:** No outdoor fires shall be permitted on any lot without a proper burning permit. FIRE

11. **CLOTHESLINES:** Clotheslines and other exterior laundry drying facilities may be placed on a lot only if they are screened from view outside the boundaries of the lot.

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12. **EXTERIOR SIGNS:** No signs visible from outside the lot shall be permitted on any lot except for one sign, of not over one and one-half square feet in area, indicating the owner's name, street address and home name if applicable.

13. **EXTERIOR LIGHTING:** Any exterior lighting installed on any lot shall be installed and operated in such a manner as to prevent offensive glare or illumination beyond the boundaries of the lot.

A7V → 14. **OFF-ROAD VEHICLES:** No motorized off-road type vehicles shall be operated within the common property of the Subdivision. Use of such vehicles are permitted on each Grantee's lot and are permitted to operate on the common roadways if such operation is done in a reasonable, safe and lawful manner.

15. **EXTERIOR FUEL TANKS:** All tanks for storage of fuel shall be located as to comply with State and local laws, ordinances and regulations and shall be screened from view from outside the boundaries of the lot.

16. **GARBAGE STORAGE AND DISPOSAL:** All garbage, trash and rubbish placed outdoors shall be kept in covered containers which are protected from animals and screened from view beyond the boundaries of the lot. All solid waste will be disposed of using a commercial contractor chosen by the Association that meets all State and local requirements until such time as Northfield has a solid waste facility that is licensed by the State. All fees will be prorated by usage as determined by the board of directors of the Association to be included in the annual and/or periodic fee charges.

17. **SATELLITE DISHES:** Satellite dishes constructed on the premises shall not be located within the shoreline or setback areas. When constructed, they shall be fully landscaped as to attempt to conceal them from view of adjacent lots and community property areas. Additionally, they shall be painted in a color that will harmonize with the environment.

18. **FIREWOOD STORAGE:** All firewood shall be kept so as not to be visible from Two Lakes main road.

19. **TREE CUTTING:** Cutting of trees for commercial purposes is not permitted. Cutting of trees is allowed for personal firewood consumption or landscaping purposes only within the limits imposed by State and local laws and ordinances in existence at the time of cutting, as well as any buffer zone restrictions in existence at that time. Special care should be taken to identify and preserve any King's Pine trees as defined by the Northfield Comprehensive Plan.

20. **WELLS:** Drilled wells only are permitted for securing a private supply of drinking water to the premises.

21. **PLUMBING:** All plumbing, sanitary facilities, and private water supplies shall conform to all Federal and State laws and

local ordinances.

22. **LAND MANAGEMENT:** On the Subdivision Plan, platted area identified as wetlands, buffered areas, protected slopes, protected berms, open space, or as other special purpose areas, shall be subject to visual and ecological management policies administered by the Association. Changes of policy within such areas may be instituted by the Association, except that any such policy shall be consistent with the orders, regulations and ordinances promulgated by the Maine Department of Environmental Protection and/or by the town of Northfield.

23. **SEDIMENT AND EROSION CONTROL PLAN:** All construction activities shall be in accordance with the Erosion Sedimentation Control Program prepared by Acadia Engineering, dated 1991, and on file with the Town of Northfield.

24. **ANIMALS:** No animals or fowl shall be kept on the premises except ordinary household pets, regularly housed within the home or controlled upon the owner's premises. A personal nonassignable waiver of this restriction against animals which are not ordinary household pets may be granted to a Grantee by a three-fourths vote of a quorum of the membership of the Association, provided that this waiver does not conflict with any State or Local orders, regulations or ordinances.

25. **NO FURTHER SUBDIVISION:** No lot on the Subdivision Plan may be further subdivided by any Grantee.

26. **ZONING:** Requirements as specified in the Town of Northfield Shoreland Zoning Ordinance, or any other ordinance of said Town, as the same may be amended, must be observed.

27. **SOLID WASTE:** All solid waste, including stumps, construction waste generated by the construction of roads, other construction debris generated by the construction of homes, as well as long-term solid waste generated by the homes in the Subdivision shall be disposed of in such a manner and at a location consistent with all state and local laws, ordinances and regulations. No accumulation of such wastes may occur on any designated lots, common areas, or open space, unless expressly provided for by the Association, which such provision is in compliance with all State and local laws, ordinances and regulations.

28. **CONSTRUCTION AND SITE WORK:** All construction work, including but not limited to excavation and sewerage work, shall be in accordance with all applicable local and State laws, ordinances, and regulations as well as the Champion Use and Maintenance Agreement as referred to below.

29. **NUISANCE:** Noxious, dangerous, offensive or unduly noisy activities of any nature shall not be carried out or permitted on any lot.

30. **NO PRIVATE BOAT RAMPS:** No private boat ramps shall be permitted on any lot on the subdivision plan. The only boat ramps

permitted, are those designated for common use located on common property.

IV. OWNERSHIP, USE, AND MAINTENANCE OF COMMON ROADWAYS

The lots within the Subdivision are served by a system of private roadways for ingress and egress to each lot within the subdivision. The terminus of the town road in Northfield lies within the bounds of property of Terry L. Sprague, and the private roadways extend through said Sprague property and property of Champion International Corporation to the Subdivision. A portion of the common roadway within the Subdivision passes through property now or formerly of Land Investment, Inc. and Douglas F. Schmidt, for which an easement exists. The private roadway through property of Sprague is referred to as the Sprague right of way. The private roadway leading through property of Champion International Corporation is referred to as the Champion right of way. The common roadways lying within the Subdivision, and crossing the Land Investment/Schmidt property, are referred to herein as the "common roadways".

A. ROAD MAINTENANCE: All common roadways shall remain as common property to be deeded to the Association and the Association shall, from the time of its creation, be responsible for the costs of upkeep, maintenance and repair, including, but not limited to filling, grading, reconstruction, repair, maintenance, snow removal, and other necessary matters relating to road maintenance in general. In addition, the Association shall be responsible for the maintenance of all storm water management structures including, but not limited to, level spreaders, rip-rap and the two grates on the boat ramp roads. Spring and fall inspections of the ditch turnouts/level spreaders for channelization and/or erosion problems shall be conducted. If any channelization or erosion problems are discovered, they shall be corrected within 30 days, but no later than, June 1 or December 1, respectively. The determination as to the proper maintenance, the accomplishment thereof and the method of payment shall be by vote of the Association.

B. CHAMPION MAINTENANCE AND USE AGREEMENT: Each Grantee, as successor in title to Ship, Inc., obtains a right of way through property of Champion International Corporation (Champion) over approximately one-half mile of road leading to the entrance of the Subdivision. Champion maintains the right of way and Grantor, its successors and assigns, among its other obligations, pays Champion an annual fee. Attached hereto as Addendum 1 is a copy of said agreement.

The Association, as Grantor's successor and assignee, shall be responsible for carrying out the terms and obligations of the maintenance and use agreement with Champion, including assessing the Grantees and making the annual payment.

C. SPRAGUE RIGHT OF WAY: Each Grantee obtains a deeded right of way over property of Terry L. Sprague extending over the short piece of road from the terminus of the town road known as the Eastern Ridge Road to the Champion property line. The Association, as Grantor's successor and assignee, shall be responsible for any and all maintenance of this right of way that may become

necessary.

V. OWNERSHIP, USE AND MAINTENANCE OF COMMON PROPERTY

The common property shall consist of those areas designated on the Subdivision Plan as "open space", "Fulton Lake Landing", "Bog Lake Landing" or any other designated common area not being part of a numbered lot. The Declarant for itself, its successors and assigns, hereby agrees that the common property, together with the common roadways and submerged land easement for boat ramps on Bog and Fulton Lakes, shall be conveyed to the Association not later than January 1, 1996.

The Association shall own and maintain the common property subject to this Declaration, its articles of incorporation and its Bylaws. The Association may, from time to time, create reasonable rules and regulations governing the safe and convenient use of the common property pursuant to its governing instruments.

Each and every Grantee shall have the right to use and enjoy the common property, in common with every other Grantee, and in accordance herewith. No Grantee shall have, or assert, the right to partition or subdivide the common property.

Each Grantee, his heirs, assigns, guests, and/or invitees, must at all times comply with and adhere to the rules and regulations of the Association as to the use of any of the common properties and facilities designed above.

A. FULTON LAKE LANDING: Fulton Lake boat landing and dock were created for the use and enjoyment of all Grantees by providing boat access to Fulton Lake. To maintain the quality of this family lake experience, all power boats and other powered water craft are limited to less than 10 horsepower. No Grantee, nor his heirs, assigns, guests or invitees, shall use or permit to be used, any power boat or other powered water craft with a motor rated 10 horsepower or more.

B. BOG LAKE LANDING: Bog Lake boat landing and dock were created for the use and enjoyment of all Grantees, their heirs, assigns, guests and invitees, by providing boat access to Bog Lake. All power boats and other powered water craft are subject to State and local laws and ordinances relating to licensing registration and/or horsepower regulation as may be applicable to Bog Lake.

C. ACCESS TO COMMON AREAS: Excluding boat landing areas, it is contemplated that the Grantees, their heirs, assigns, guests or invitees, shall not use, or permit to be used, powered or motorized vehicles on any paths or areas designated for recreational use. This restriction shall not prohibit the riding of bicycles or other similar nonmotorized types of transportation thereon. The Association, upon a three-fourths vote of a quorum, may permit limited motorized travel to carry out one of the intended allowable purposes of the common properties (such as to extend parking areas upon the common lots). The Board of Directors of the Association may provide individual nonassignable waivers of these vehicle restrictions to permit physically

challenged individuals to enjoy the paths or walkways upon the common areas.

VI. SPECIAL RESTRICTION ZONES (BUFFER ZONES AND SETBACKS)

Portions of lots within the Subdivision and portions of the common land, as depicted upon the Subdivision Plan, contain designated buffer zones, setbacks, and other restrictive areas that are subject to the following restrictions as part of the Town of Northfield, the State of Maine, and the Maine Department of Environmental Protection, approval process. The Association is directed to cooperate with governmental agencies as may be necessary to insure compliance with the restrictions herein. The Town of Northfield and Maine Department of Environmental Protection shall have full standing and rights of enforcement of said restrictions.

A. **WETLAND AREAS:** All areas denoted on the Plan as Wetland Areas shall remain in their natural vegetative state. There shall be no building, filling, cutting, pruning or clearing of any vegetation within these areas unless expressly approved by the Association, allowed under State and Municipal Zoning and Land Use Regulations and approved by the appropriate local and/or State boards.

B. **PHOSPHORUS BUFFER AREAS:** All areas denoted on the Plan as Phosphorus Buffer Areas shall remain in their natural vegetative state. Where limited disturbance of the forest is deemed necessary by Grantees or the Board of Directors of the Association to maintain or enhance the use and enjoyment of the lot owners, such removal of trees and other vegetation shall be in conformance with current DEP rules regarding long term maintenance and use restrictions for buffers. The current DEP rule in effect is Phosphorus Control in Lake Watersheds; September, 1989 ss 5.3.2 Limited Disturbance Standard-Option 2. Attached as Addendum 2 is a copy of the current DEP rule.

Where the buffer areas denoted on the Plan also denote a protected berm, the berm shall not be disturbed in any way. If foot traffic is anticipated over the berm, a wooden bridge or similar construction shall be used. Construction of the bridge shall be done in such a manner to protect against erosion of the berm.

C. **SETBACKS FOR RESTRICTED RESIDENTIAL AREAS (R ZONE):** All shoreline areas denoted on the Subdivision Plan as an R Zone are subject to a 250 foot setback for the building of any structure. Within the 250 foot restricted area, there shall be no building, cutting, pruning or clearing of any vegetation unless approved under State or Municipal zoning and land use regulations and approved by the appropriate local and State boards.

D. **BUILDING WINDOWS:** All areas not designated as protected on the Plan or protected by State or local setback requirements are "building windows". There shall be no restrictions on the cutting, pruning or clearing of vegetation within the "building windows" and road rights of way, except that, in no event, shall clearing of vegetation on any one lot (excluding driveways) exceed

a total of 20,000 square feet.

E. **DEP SITE LOCATION ORDER(S)**: Any restrictions contained in the DEP Site Location Order, or Orders, now or hereafter promulgated shall be complied with by the Association and/or Grantees as if fully set forth in this Declaration.

F. **ENFORCEMENT**: The Association shall have the standing and power, in common with Maine Department of Environmental Protection and the Town of Northfield, to enforce the restrictions as set forth herein and shall cooperate with the Maine Department of Environmental Protection and/or the Town of Northfield in any proceeding to enforce these restrictions.

VII. COVENANTS RUNNING WITH LAND

The provisions of the Declaration shall be deemed to be covenants running with the land and shall bind the land and shall inure to the benefit of and be enforceable by the Association or by any Grantee subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

VIII. DOCUMENT CONSTRUCTION

Each and every provision contained herein shall be considered to be independent and severable and in the event that any one or more shall, for any reason, be held invalid and/or unenforceable, all the remainder thereof shall nevertheless remain in full force and effect.

Construction and enforcement of the terms hereof shall be conducted under Maine law.

IN WITNESS WHEREOF Ship, Inc. has caused this declaration to be signed, in its corporate name, and sealed, with its corporate seal, by Hyman Gulak its President, thereunto duly authorized, this 30th day of June, A.D., 1992.

SHIP, INC.

Witness

By: Hyman Gulak, Pres.
Hyman Gulak, President

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STATE OF MAINE
Washington, ss.

June 30, 1992

Personally appeared the above named HYMAN GULAK and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation.



Before me,

William B. Talbot Jr.
Notary Public

WILLIAM B. TALBOT JR.

Type or print name of Notary Public

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ADDENDUM 1
Copy of Champion Maintenance
and Use Agreement

MAINTENANCE AND USE AGREEMENT

This agreement between CHAMPION International Corporation, a New York corporation, acting by and through its Northeastern Operation, Maine Region, P.O. Box 885, Bucksport, ME 04416 (hereafter "CHAMPION") and SHIP, Inc., a Maine corporation with its principal place of business at 164 Longfellow Street, Portland, ME 04103 (hereafter "SHIP"), is a part of the consideration for and the implementation of that certain Right of Way granted by CHAMPION to SHIP on MARCH 27, 1991 and recorded in the Washington County Registry of Deeds at Book 1691, Page 26, a copy of which is attached hereto and incorporated herein by reference.

CHAMPION and SHIP agree as follows:

1. PURPOSE. SHIP, its successors and assigns shall use CHAMPION's private road #85-00-0 located in the Town of Northfield and Township 18 ED for automotive travel to and from the land and buildings of SHIP, its successors and assigns located in Northfield. There shall be no use of CHAMPION's private road #85-00-0 for the commercial removal of forest products or gravel by SHIP, its successors and assigns.

2. ROAD CONSTRUCTION. SHIP shall construct, to standards acceptable to CHAMPION, and use and maintain a private road not exceeding 100 feet in length over and across the lands of CHAMPION described in that certain Right of Way mentioned above, such road to be located approximately as shown in blue on the attached map.

3. ROAD MAINTENANCE. CHAMPION shall maintain private road #85-00-0 in a state of repair so as to permit normal use thereon, until and unless CHAMPION determines that it shall no longer maintain that road, at which point SHIP, its successors and assigns may maintain it. SHIP shall keep the road it constructs on CHAMPION's land open and in a state of repair so as to permit normal use thereon.

4. CONSIDERATION AND OTHER PROVISIONS:

a. As a fee for CHAMPION's maintenance of private road #85-00-0, SHIP, its successors or assigns, shall pay to CHAMPION at the above address \$200 annually, payable on January 1 of each year. Said fee shall be increased every fifth year by 20%. If the annual fee is not paid within 30 (thirty) days of the due date, interest shall run as of the due date at the prime rate +2%. SHIP, its successors and assigns shall reimburse CHAMPION for all costs, including legal fees, incurred by CHAMPION in obtaining payment under this agreement.

b. Prior to and during any road construction or related operations, SHIP shall assure that its contractors obtain and maintain the following minimum limits of liability:
Bodily injury--\$500, 000/100,000 for the injury or death of any one person in any one occurrence;
Property damage--\$500,000 per occurrence

5. RESERVATIONS. CHAMPION reserves the right at all times and for any purpose to go upon, cross, recross and use any road described herein and the right of way thereof and SHIP shall so conduct its usage so as to not unreasonably interfere with CHAMPION's use of said roads.

6. ROAD USE RULES. SHIP shall:

- a. not obstruct any CHAMPION road without CHAMPION's prior written permission;
- b. strictly observe and faithfully comply with all speed limits and traffic regulations promulgated by CHAMPION; provided that such speed limits and traffic regulations shall be equally applicable to operations of CHAMPION;
- c. suspend use of the described roads whenever such use, due to weather conditions, will cause excessive damage thereto, or when the area through which those roads pass or to which they may lead shall be closed by State authorities or CHAMPION;
- d. not permit other than pneumatic -tired equipment to be driven upon any of the described roads without CHAMPION's prior written permission.

7. ASSUMPTION OF RISK AND LIABILITY:

- a. CHAMPION has made no representation as to the present or future conditions of its property or the character of the traffic on any of its roads. CHAMPION will incur no liability to SHIP, its successors and assigns for any damage to property or injury to SHIP, its successors and assigns arising out of CHAMPION's normal maintenance and operation of private road #85-00-0 and SHIP, its successors and assigns, expressly assume the risk for such damages.
- b. SHIP, its successors and assigns, shall indemnify and hold harmless CHAMPION against all claims or liabilities asserted by third persons resulting directly or indirectly from SHIP's acts or omissions hereunder.

8. HOMEOWNERS' ASSOCIATION:

- a. This Maintenance and Use Agreement shall be expressly incorporated into the by-laws of the Homeowners' Association to be created by SHIP, which by-laws shall also include assessment and lien rights. SHIP shall require membership in the Homeowner's Association as a condition of sale to any purchaser of lots in its subdivision. This requirement shall be reflected in the deed.
- b. SHIP's obligations hereunder shall be transferred to the Homeowners' Association upon its formation.

9. NOTICE:

Any notice required or permitted to be given by either party under the provisions of or with respect to this agreement may be given personally or by registered mail sent to the address above.

10. ENTIRETY OF AGREEMENT:

This agreement constitutes the entire agreement between the parties. No prior stipulation, agreement, or understanding, oral or written, between the parties hereto or their agents shall be valid or enforceable unless reflected in this agreement.

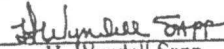
11. APPROVAL AND EXECUTION:

This agreement shall not be binding until approved and signed by CHAMPION's Vice-President, Northeastern Operation, Maine Region, and accepted by SHIP. No written permission of CHAMPION required by the terms of this agreement shall be effective unless signed by CHAMPION's Vice-president.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 27th day of March, 1991.

CHAMPION INTERNATIONAL CORPORATION

By: _____

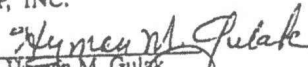

H. Wyndell Sapp

Vice-president & General Manager
Northeastern Operation

ACCEPTED:

SHIP, INC.

By: _____


Hyman M. Gulak
Treasurer

5.3.2 Limited Disturbance Standard (Option 2)

ADDENDUM 2
Copy of Buffer Zone Rules

- a. The removal of trees and other vegetation within the buffer strip is limited to the following:
 - 1) There shall be no cleared openings and an evenly distributed stand of trees and other vegetation shall be maintained.
 - 2) Activity within the buffer shall be conducted so as to prevent disturbance of existing forest floor, leaf litter and vegetation less than 4 feet in height. Where the existing ground cover is disturbed and results in exposed mineral soil, that area shall be immediately stabilized to avoid soil erosion.
 - 3) Removal of vegetation less than 4 feet in height is limited to that necessary to create a winding footpath no wider than 6 feet. This path cannot be a straight line to the lake. The path must remain stabilized.

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- 4) Pruning of live tree branches that do not exceed 12 feet in height above the ground level is permitted provided that at least the top two-thirds of the tree canopy is maintained.
- 5) Where the removal of storm-damaged, diseased, unsafe, or dead trees results in a cleared opening being created, those openings shall be replanted with native trees at least 3 feet in height unless existing new tree growth is present.
- 6) Buffers are not to be used for all-terrain vehicle or vehicular traffic.

For the purposes of this section an "evenly distributed stand of trees and other vegetation" shall be defined as maintaining a minimum rating score of 12 in any 25-foot by 25-foot square (625 square feet) area within 100 feet of the normal high-water line of a waterbody, as determined by the following rating scheme:

Diameter of Tree at 4-1/2 feet Above Ground Level (inches)	Points
2 - 4 in.	1
4 - 12 in.	2
>12 in.	4

EXAMPLE: If a 25-foot x 25-foot plot contains three trees between 2 and 4 inches in diameter, three trees between 4 and 12 inches in diameter, and three trees over 12 inches in diameter, the rating score is:

$$(3 \times 1) + (3 \times 2) + (3 \times 4) = 21 \text{ points}$$

Thus, the 25-foot by 25-foot plot contains trees worth 21 points. Trees totaling 9 points (21 - 12 = 9) may be removed from the plot provided that no cleared openings are created.

Where the existing trees and other vegetation result in a rating score less than 12, no further timber harvesting or clearing is permitted.

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Received JUN 30 1992
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