

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made this third day of August, 1972, by SKYLARK, INC., a Maine corporation having a place of business in Waterville, Maine (hereinafter referred to as "SKYLARK", which term shall include SKYLARK's successors and assigns), with respect to any real property hereafter made subject hereto by deed or lease reference (such property made subject hereto being hereinafter referred to as "said property").

This Declaration is executed in order that, to the extent possible, said property shall be maintained as part of a residential and recreational area of high quality; its value enhanced and protected; its continued attractiveness for residential and recreational purposes insured; its natural beauty and views and its natural and unspoiled state preserved; and seclusion and a pleasant and healthful environment provided.

For the efficient and effective implementation of the foregoing purposes, SKYLARK has caused or will cause to be incorporated under the laws of the State of Maine, a nonprofit corporation, Rum Ridge Association, (hereinafter referred to as "Association"). The Association, or its nominee, shall be the agency to which are delegated and assigned the powers of maintaining and administering any common properties and facilities, administering and enforcing the covenants and restrictions herein set forth, and collecting and disbursing the assessments and charges as hereinafter set forth.

For these reasons, SKYLARK hereby declares that all of said property hereafter conveyed or leased subject to this Declaration, shall at all times thereafter be subject to the covenants, restrictions, easements, charges and liens (hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I - LAND USE AND BUILDING RESTRICTIONS

1.1 "Lot" shall mean that portion of said property conveyed or leased by SKYLARK in a single instrument expressly made subject to these Land Use and Building Restrictions, even though such portion includes more area than that designated as a single Lot on any plot plan. "Association" as used herein shall mean a nonprofit corporation SKYLARK may have caused to be incorporated to exercise certain powers applicable to the premises pursuant to a Declaration of Protective Covenants.

1.2 Except for the required transaction of business by SKYLARK, no trade, business, association, or commercial or social activity of any nature shall be conducted on any Lot other than residential occupancy or the rental of the premises for such occupancy. SKYLARK, or its assigned representative, reserves the right to transact related business on the premises, including the construction and occupancy and/or sale of structures and lots.

1.3 No structures shall be placed or maintained upon a Lot other than one dwelling for single family occupancy of no more than one thousand five hundred (1500) square feet of floor area per story, one utility storage building of no more than two hundred (200) square feet, one garage of no more than six hundred (600) square feet, and one outbuilding of no more than one hundred (100) square feet (which shall be located no closer than fifty (50) feet from any other permitted structure on said Lot or any adjacent Lot). No structure nor any object attached thereto shall exceed thirty (30) feet in height above natural grade.

1.4 No living trees exceeding four (4) inches in diameter at a point four (4) feet from the ground shall be killed or removed except to provide a clearing actually necessary for the construction of a permitted structure and an access driveway. Branches of living trees may be removed or pruned, if dead or diseased, to improve the view, or to increase the circulation of air. Only trees or shrubs which are indigenous to the area shall be permitted on the premises except inside a permitted structure.

1.5 Prior to beginning construction or excavation, plans for intended structures, driveways, sewage treatment, or water supply facilities will be submitted to SKYLARK or its designated representative for review. No construction, excavation, or clearing of any type will be permitted prior to written approval of said plans. No poles, antennae, wires or other electrical facilities shall be placed on the site without written approval from SKYLARK or its designated representative.

1.6 Each structure, access driveway or path shall be located at least one hundred (100) feet from the high water mark of any lake, pond, or watercourse, and twenty (20) feet from the boundary lines of the Lot, whichever distance is the greatest.

1.7 The exterior of each structure shall be completed one (1) year from the date of commencement of construction. When completed, the exterior colors (including roofs and trim) shall blend harmoniously with the natural surroundings. No reflective exterior surfaces (other than glass windows) shall be permitted.

1.8 Each structure shall be enclosed so as to shield the contents from view, including foundation area (except for glass covered openings). The foundation of each structure shall be constructed of stone, concrete, treated wood or other material so as to resist rot and be placed in such manner so as to prevent frost heaving.

1.9 No mobile homes or shacks shall be permitted on the premises. Tents, recreational vehicles, trailers, and other temporary or moveable structures, shall not be kept on the premises more than a total of fifteen (15) days in any calendar year without the written approval of SKYLARK.

1.10 Sewage disposal systems shall conform to all state laws and regulations applicable to seasonal, recreational residences, and in no instance shall any septic tank-leach bed be located within one hundred and fifty (150) feet from the high water mark of Lower Wilson Pond. Electrical, gas or chemical toilets will be permitted provided they comply with state and local laws.

1.11 The erosion of any soils, stone or other sediment into any lake, pond or watercourse shall be prevented and no change shall be made or permitted in the shoreline, shore area, or bottom of any lake, pond or watercourse. No dirt, stone or other solid material of any sort shall be excavated or deposited on the lot except to provide an access driveway or except that which is actually essential to the construction of a permitted structure. No chemical defoliants, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon said property or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon.

1.12 No man made objects other than permitted structures, operable land, air and water vehicles and accessories, and useable furniture, fixtures and equipment incidental to a seasonal recreational residence, shall be kept on the premises except inside a permitted structure. Garbage, trash, other solid

waste or junk shall not be kept upon the premises and shall be disposed of only in an area selected and maintained for such purpose by a governmental unit or other lawfully authorized entity. No incinerators shall be permitted.

1.13 Outdoor fires are permitted only in full compliance with applicable state and local laws and regulations. Each chimney and stove pipe shall be equipped with a screen of one-quarter ($\frac{1}{4}$) inch mesh or smaller. Any overhanging branch or foliage within three (3) feet horizontally or ten (10) feet vertically from the top of any chimney or stove pipe shall be removed.

1.14 No fences shall be allowed unless approved in writing by the Association, its nominee, or SKYLARK, and no signs shall be erected or maintained other than one (1) sign no larger than six (6) inches by twenty-four (24) inches, constructed of stained or natural finished wood with white or yellow non-reflective letters identifying the Lot owner or lessee.

1.15 No noxious, dangerous, offensive or noisy activity, nor any activity that may be or become a nuisance to other persons lawfully present on said premises or adjoining lands or waters, shall be permitted.

1.16 The Association, its nominee, or SKYLARK and every person or entity now or hereafter owning or leasing, any Lot subject to these Land Use and Building Restrictions, shall have the right, but not the obligation, to prevent or stop the violation of any Covenants or Restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation.

ARTICLE 2 - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Purposes and By-Laws.

2.2 The Association is and shall be obligated to accept title interests in and maintain all rights of way, roadways, common areas and facilities, and other interests for the use in common of the owners of all Lots, and to assume such other functions and obligations as may be imposed on it or contemplated for it under this Declaration.

2.3 Every person or entity holding any title interest in any Lot shall be a member of the Association, provided that neither SKYLARK nor anyone holding such interest merely as a security for the performance of an obligation shall be a member.

2.4 Members as defined in Section 2.3 of Article 2 shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by said Section 2.3. When more than one (1) person or entity hold such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE 3 - PROPERTY RIGHTS IN RIGHTS OF WAY, COMMON AREAS AND OTHER INTERESTS

3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.2 of Article 3, every Member shall have a right in common with

and other interests of the Association.

3.2 Extent of Members' Easements. The rights and easements of enjoyment referred to in Section 3.1 of Article 3 shall be subject to the following:

- (a) said rights and easements may be used by such Members provided that such Members comply with the covenants, conditions, reservations and restrictions (including payment of the assessments) pertaining thereto. Failure by such Members to abide by the covenants, conditions, reservations and restrictions (including the assessments mentioned therein) will automatically result in cancellation of said Member's rights and easements. Any rights and easements granted to the Association may be subject to various reservations and conditions, and the Association, with regard to the access road from Rum Ridge to the public road known as the Powerhouse Road, is obligated to perform and assume all summer and winter maintenance, including snow plowing, if winter access is desired, as the sole responsibility of the Association; but that SKYLARK, other easement holders or fee owners of said access road may at its election undertake summer or winter maintenance.
- (b) the automatic suspension of membership rights in the Association, as provided in its Articles and By-laws, automatically suspends the right of said Member to use the rights mentioned in Section 3.1 of Article 3 for any period during which any assessment remains unpaid. The Association Directors, in their discretion, may suspend the membership rights of any person for any period not to exceed thirty (30) days for any infraction of its published rules and regulations. For continued infractions, the Directors may suspend membership rights for successive thirty (30) day periods.

ARTICLE 4 - COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Each person or entity holding any title interest in any Lot (other than anyone holding such interest merely as security for an obligation) is deemed to covenant and agree to pay to the Association: (1) annual assessments (to include cost of winter and summer road and common facility maintenance); (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided, or as established by the two-thirds (2/3) vote of all Members present and voting, in person or by proxy, at a duly called meeting of the Association. Any assessment levied against a Lot Owner is and shall constitute a personal debt of the Lot Owner or Lot Owners of the Lot against which the assessment is levied.

4.2 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members (including the enforcement of these Covenants and Restrictions), and in particular for the improvement and maintenance of rights of way, roadways, common areas and facilities, and other easements interest of the Association.

4.3 The annual assessment shall be Twenty and no/100 Dollars (\$20.00) per Lot. The annual assessment may be increased or decreased by a two-thirds (2/3) vote of all the Members present and voting, in person or by proxy, at

4.4 In addition to the annual assessments authorized by Section 4.3 of Article 4, the Association may levy in any assessment year a special assessment applicable to that year only; for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all Members present and voting, in person or by proxy, at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

4.5 If any person or entity obligated to pay any assessment levied by the Association fails to do so, the Association shall have a lien from and after the time a notice of such failure to pay is recorded in the office of the Registry of Deeds of Piscataquis County, Maine, against the Lot owned by such person or entity and the improvements thereon, for the amount due and not paid, plus interest from the date payment was due at the rate of eight (8) per cent per annum, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed by the Association in the manner of foreclosure of mortgages or deeds in trust in the State of Maine.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.