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**DECLARATION OF RIGHTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BURNT LANDING CAMP LOTS**

**~~Burnt Landing Campsites~~**

**CROSS LAKE TOWNSHIP (TOWNSHIP 17, RANGE 5),  
AROOSTOOK COUNTY, STATE OF MAINE**

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~~{CROSS LAKE [A] SUBDIVISION}~~

BURNT LANDING CAMP LOTS

DECLARATION OF RIGHTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS

This Declaration, made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by ALLAGASH  
TIMBERLANDS LP, a Maine limited partnership with a mailing address of P.O. Box 5777, 300,  
Union Street, Saint John, New Brunswick E2L 4M3 (hereinafter referred to as “Declarant”).  
\_\_\_\_\_ (~~hereinafter referred to as “Declarant”~~).

WITNESSETH

WHEREAS, Declarant is the owner in fee simple of certain real property in the Cross  
Lake Township (Township 17, Range 5), Aroostook County, Maine, being a portion of the  
land described in that certain deed dated March 1, 1999 and recorded in the Aroostook County  
(Northern Division) Registry of Deeds in Book 1150, Page 188, which portion is comprised of  
~~f~~ approximately 48.1 acres (hereinafter, the “Property”); and is delineated on that  
certain plan entitled  
“Final Subdivision Plan - Burnt Landing Camp Lots, T17 R5 Cross Lake Township, Maine” dated  
2024, prepared by Haley Ward, and recorded in the said Registry of Deeds in Plan  
Book \_\_\_\_\_, Page \_\_\_\_\_ ~~(~~ (as the same may be amended from time to time, the  
“Subdivision Plan”).

WHEREAS, the Maine Department of Environmental Protection, with certification from the  
Maine Land Use Planning Commission, has approved the Property as a seventeen (17) lot  
subdivision, known as Burnt Landing ~~Campsites~~ Burnt Landing Campsites Camp Lots (the  
“Subdivision”). For avoidance of doubt, the Property and the Subdivision approved thereon, does  
not include any other adjacent real estate owned by Declarant; provided, however, that Declarant  
shall afford certain rights over its adjacent property for the benefit of lots in the Subdivision for  
ingress and egress to and from the Subdivision and for certain other recreational uses all as more  
particularly set forth herein.

WHEREAS, in connection with leasing lots in the Subdivision for residential and ~~non-~~  
commercial non-commercial recreational purposes, Declarant wishes to subject the Subdivision to  
this Declaration (i) to identify and describe such other rights to be made available to tenants of lots  
in the Subdivision in and to other property of Declarant situated outside of the Subdivision for  
primary and secondary ingress and egress to and from the Subdivision and for certain other  
recreational uses all as more specifically set forth herein and (ii) to provide a framework for the  
operation and management of the Subdivision and such other associated rights.

**NOW THEREFORE**, Declarant hereby declares that the Subdivision shall be operated and managed in accordance with, and that Lots (as defined below) in the Subdivision shall be leased for residential and non-commercial recreational purposes, subject to and together with the following rights, covenants, conditions and restrictions.

## **ARTICLE I** **DEFINITIONS**

**Section 1.1. General Definitions.** In addition to terms defined elsewhere in this Declaration, the following terms shall have the meanings set forth below, when used in this Declaration:

“**Association**” means the [Burnt Landing ~~Campsites~~Camp Lots Tenant Association], a Maine ~~non-profit~~non-profit corporation, and its successors and assigns as may be created or designated for the purposes of carrying out the Association’s obligations pursuant to this Declaration.

“**Board of Directors**” means the Board of Directors of the Association.

“**Bylaws**” means the document having that name and providing for the governance of the Association, as such document may be amended from time to time.

“**Common Areas**” means, at any time, ~~(+)~~all portions of the Property then subject to this Declaration (including all improvements now or hereafter located thereon) including without limitation all roads that may exist from time to time, walkways, walking trails, paths, landscaped areas, drainage and stormwater management structures and buffers and all utilities located on, under or above the described areas, but expressly excluding the Lots.

“**Common Expenses**” means those costs and expenses necessary or appropriate, as reasonably determined by the Board of Directors, in connection with the improvement, maintenance, repair, replacement, insurance and administration of the Common Areas, the Roads, and the Water Access Lot, including without limitation, real and personal property taxes pertaining to improvements constructed and equipment placed by the Association on the Common Areas or the Water Access Lot (but excluding real property taxes associated with the land comprising the Subdivision and the Water Access Lot), and utility charges related to the Common Areas and Water Access Lot, together with all costs and expenses necessary and adequate for the proper administration, management and operation of the Association.

“**Concept Plan**” means The Fish River Chain of Lakes Concept Plan approved by the Maine Land Use Planning Commission (“LUPC”) on September 11, 2019 pursuant to Zoning Petition ZP 768, effective as of September 26, 2019, as the same may be amended or supplemented from time to time.

“**Declarant**” means Allagash Timberlands LP, a Maine limited partnership, its successors and assigns as may be designated by it as successor Declarant hereunder, or designated by any such previously designated successor, or by assignment by Declarant of its rights under this Declaration.

“**Declaration**” means this Declaration of Rights, Covenants, Conditions and Restrictions, as such may be amended, modified, supplemented or amended and restated from time to time by Declarant.

“DEP Permit” means ~~that certain~~ that certain Site Location of Development Act permit [.] ~~dated~~ \_\_\_\_\_, 202\_\_\_\_\_ ] dated \_\_\_\_\_, 202\_\_\_\_\_ issued by the Maine Department of Environmental Protection with respect to the Subdivision, as the same may be amended from time to time.

“Lake Access & Emergency Egress Trail” means that certain gravel trail situated outside of the Subdivision affording access through other land of Declarant extending from the easterly boundary of the Subdivision in a northeasterly direction to the Water Access Lot (defined below), depicted on the Subdivision Amenities Plan as the “Lake Access Trail & Emergency Egress”, as the same may be relocated from time to time.

“Lot” means a parcel of land designated as a Lot on the Property as shown on the Subdivision Plan. For purposes of this Declaration, multiple Lots owned by a common Owner or leased by a common Tenant, whether or not such Lots are contiguous, shall be considered to remain separate Lots.

“LUPC” means the Maine Land Use Planning Commission.

“LUPC ~~Permit~~Certification” means that certain ~~\_\_\_\_\_~~ \_\_\_\_\_, 202\_\_\_\_\_ ~~permit/approval, dated~~ \_\_\_\_\_, 202\_\_\_\_\_ ~~certification~~ issued by the Maine Land Use ~~Regulation~~Planning Commission ~~to the Maine Department of Environmental Protection~~ with respect to the ~~approval of the~~ Subdivision ~~dated~~ \_\_\_\_\_, 202\_\_\_\_\_, as the same may be amended or supplemented from time to time.

“Member” means any Tenant entitled to membership in the Association as provided in the Declaration, or at any time a Lot is not leased, the Declarant.

~~“Mortgage” means~~ Collateral Assignee” means, subject to the prior approval of Declarant, the holder of any ~~recorded first leasehold mortgage encumbering collateral assignment of~~ a Tenant’s leasehold interest in one or more Lots ~~or the holder of any recorded collateral assignment of a Tenant’s leasehold interest in one or more Lots.~~

“Owner” means the record owner, whether one or more person or entities, of the fee simple title to any Lot that is part of the Subdivision, but does not include ~~the~~ a holder of a ~~mortgage collateral assignment of lease~~ unless and until such holder has acquired leasehold title after ~~foreclosure or by sale or other transfer in lieu of foreclosure~~ enforcement of the collateral assignment.

“Permits” means the DEP Permit and the LUPC ~~Permit~~Certification.

“Primary Access Roads” means the portions of those certain existing private roads located on other land of Declarant situated outside of the Subdivision ~~commonly referred to as, including~~ West Side Road ~~and Burnt Landing Road, so called,~~ as the same may be relocated from time, affording primary access from Route 161/Caribou Road over and through other land of Declarant in a southerly direction to the westerly boundary of the Subdivision as depicted on ~~the~~ Subdivision Amenities Plan ~~attached hereto as Exhibit A~~ as “Primary Access to Burnt Landing Camp Lots from Highway 161”.

**“Regular Assessment”** means a Tenant’s share of the Common Expenses, allocated by Lot, for each regular period of the Association’s fiscal year as reflected in the budget adopted by the Board of Directors for such year.

**“Roads”** means (i) all road and travel ways for common use of Tenants within the Subdivision as depicted on the Subdivision Plan from time to time, (ii) the Primary Access Roads, and (iii) the ~~Secondary~~Lake Access and Emergency Egress Trail.

“**Rules and Regulations**” means such rules and regulations as are promulgated by the Declarant, or by the Board of Directors from time to time with respect to the use of all or any portion of the Property or the Water Access Lot.

~~“**Secondary Access Trail**” means [that certain [ten or fifteen?] foot (10’ or 15’) wide gravel trail situated outside of the Subdivision affording access through other land of Declarant extending from the easterly boundary of the Subdivision in a northeasterly direction to the Water Access Lot (defined below), [as depicted on the Subdivision Amenities Plan ], as the same may be relocated from time to time.~~

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“**Special Assessment**” means a Tenant’s share of any assessment made by the Board of Directors in addition to the Regular Assessment.

“**Subdivision Plan**” is as defined in the recitals above.

“**Subdivision Amenities Plan**” is the plan entitled “Subdivision Amenities Plan – ~~Cross Lake [B]~~Burnt Landing Camp Lots attached hereto as **Exhibit A**.

“**Tenant**” means the tenant, whether one or more persons or entities of a leasehold interest in and to any Lot that is part of the Subdivision, ~~but does not include a the holder of a leasehold mortgage or collateral assignment of lease unless and until such holder has acquired~~ leasehold title after foreclosure or by sale or other transfer in lieu of foreclosure enforcement of the collateral assignment.

“**Water Access Lot**” means, collectively, that certain ~~lot or~~ parcel of land situated outside of the Subdivision and along the westerly shore of Cross Lake (identified as ~~Lot~~ Lots 121A and 122 on that certain ~~Plan~~plan of Great Northern Paper Company identified as Plan B-510 and entitled “Plan Showing Location of Leases at Cross Lake, Township 17, Range 5 W.E.LS.”), and an associated parcel to be used for parking of vehicles in connection with use of the foregoing water front lot which parcel is situated on the westerly side of West Side Road and adjacent thereto, which parcels are depicted on the Subdivision Amenities Plan as “Water Access Lot” and “Future Parking Area for Water Access”.  
~~[redacted], and as depicted on the [Subdivision Amenities Plan].~~

## **ARTICLE II** **PROPERTY RIGHTS**

### **Section 2.1. Tenant Rights.**

(a) Access Rights. Every Tenant shall have a non-exclusive right of access over and through the Roads, in common with Declarant, its successors and assigns, all other Tenants and other third parties, for ingress and egress, by pedestrian and vehicular means , subject at all times to the land management practices of Declarant, which practices may include, without limitation, temporary closure, gating, assessment of use fees, and any other lawful action of, or restriction imposed by Declarant as reasonably determined by Declarant in its sole discretion to protect the

safety of persons or property, including without limitation, during spring mud season, periods of high fire danger, the conduct of harvesting or silvicultural operations and periods when logging equipment or camps are unattended; provided, however, there shall be no access over the Lake Access and Emergency Egress Trail with construction vehicles and associated equipment. Each Tenant shall abide by all posted signs on the Roads. Declarant reserves the right to temporarily or permanently discontinue access over the Roads or relocate travel ways, so long as reasonably adequate alternative access routes are afforded.

(b) Common Areas. Every Tenant shall have a nonexclusive right, in common with Declarant, its successors and assigns and others, for access to, ingress and egress across, and for the use and enjoyment of the Common Areas incidental to the use of its Lot pursuant to its lease



of the same, subject to the rights of the Declarant and the Association as set forth herein. Additionally, every Tenant shall be permitted, at its sole cost and expense, to connect to electric or telecommunications utilities installed within the Common Area.

(c) Water Access Lot. Every Tenant shall have a nonexclusive right, in common with Declarant, its successors and assigns, and others, for access to 2 and for the use and enjoyment of 2 the Water Access Lot for non-commercial recreational purposes, including without limitation for access to Cross Lake for boating, swimming and other waterfront recreation, for the use of any docking structures or boat storage structures installed thereon by the Association in consultation with Declarant, and for parking in areas as may be initially established by Declarant or by the Association in consultation with Declarant, and as may be from time to time relocated or designated by the Association in consultation with Declarant, subject to the rights of the Declarant and the Association as set forth herein; provided, however, that notwithstanding anything contained herein to the contrary, Tenant use of the Water Access Lot for anything other than pedestrian access to Cross Lake shall be contingent upon the application and issuance of permits and approvals for the specific use and development to the extent required under applicable law, including the construction and use of a parking area and the installation and use of boat storage and docking structures. The Association shall be responsible for applying for and securing all permits and approvals for use of the Water Access Lot, including costs associated with the same, except to the extent the Declarant elects, in its discretion, to initially construct a parking area on the Water Access Lot, in which case the Declarant shall secure the permits and approvals for the same at its cost and expense.

## **Section 2.2. Association Rights.**

~~(a)~~ (a) Common Areas. The Association shall have the right to access the Common Areas for purposes of exercising its rights and obligations as set forth in this Declaration, including the performance of its maintenance and repair obligations as set forth in Article III below.

~~(b)~~ (b) Lots. The Association shall have the right to access Lots (i) for performing inspections, maintenance, repair, correction of emergency conditions on and replacement of the Common Areas accessible from such Lots, as necessary and appropriate; (ii) for inspection, maintenance, repair and replacement of the Common Areas accessible from such Lots; (iii) for correction of emergency conditions on or in one or more Lots, or casualties to the Common Areas; and ~~(iv)~~ (v) for inspection and correction of any conditions on a Lot, including without limitation, drainage, as may be reasonably necessary to comply with all governmental permits and approvals relating to the Property, including without limitation the Permits. It is understood and agreed that the Association and its agents, employees, servants and contractors shall take reasonable steps to minimize any interference with a Tenant's use of its Lot resulting from the exercise of any rights pursuant to this Section.

~~(e)~~ (c) Grading Rights. Each Lot shall be and hereby is made subject to the right of the Association to enter upon each such Lot for all purposes to grade the land in such Lot adjoining any one or more of the Roads as necessary to satisfy any slope or grading requirements of any applicable agency or jurisdiction or to conform with good road construction practice or industry standards.

~~(d)~~ (d) Water Access Lot. The Association shall have the right to access the Water Access Lot for purposes of exercising its rights and obligations as set forth in this Declaration, including the performance of its maintenance and repair obligations and development rights as set forth in Article III below.

**Section 2.3 Declarant Rights.** Notwithstanding anything contained herein to the contrary, Declarant, as owner of the Property, the Roads and the Water Access Lot, shall have all of the rights granted to the Association herein, shall have the right to enforce and otherwise enjoin any breach of the terms and conditions of this Declaration, and furthermore expressly reserves and retains all

rights in and to the Property, the Roads and the Water Access Lot, including the right to use and grant rights to others to use the same, to the extent not inconsistent with the terms set forth herein. In furtherance of the foregoing, the Roads are expressly reserved as private rights of way, as described in this Declaration, and are not dedicated for public use or intended for acceptance as public ways. Declarant shall retain title to the Roads and reserves for itself, its successors and assigns, for the benefit of other land of Declarant or any of its affiliates, as the same may be utilized, subdivided or developed in the future, all rights of use for ingress and egress, including with construction vehicles, heavy equipment and for the installation, maintenance, repair, replacement and removal of all utilities as defined in 33 M.R.S. §458 over, under, through and across the Roads. Declarant reserves the right, in its sole discretion, at any time and from time to time to offer all or any portion of the Roads to the State of Maine, Aroostook County or other governmental body as public roads in its sole discretion.

**ARTICLE III**  
**MAINTENANCE, REPAIR, MODIFICATION AND IMPROVEMENT DEVELOPMENT**

**Section 3.1 Association Responsibilities.**

(a) The Association, in consultation with Declarant, shall be responsible for inspecting, maintaining and repairing, including costs incurred in connection with the same, the following:

(i) the Common Areas and all improvements and infrastructure situated thereon, except for the area designated as “500’ Wildlife Crossing” on the Subdivision Plan, which will be maintained and repaired by Declarant at its expense;

(ii) the Water Access Lot and all improvements and infrastructure situated thereon; and

~~(iii)~~ (iii) the Roads; provided that Declarant may undertake, at its cost and expense, annual general maintenance and repair of the Primary Access Roads as deemed necessary by Declarant in its sole discretion in connection with anticipated use by Declarant or its affiliates.

(b) With respect to maintenance and repair of the Roads, the Association shall be responsible for all maintenance and repair, including without limitation snow removal, as necessary to keep the Roads accessible year round. Additionally, the Association shall use good faith efforts to coordinate maintenance and repair activities concerning the Primary Access Roads, including cost-sharing with respect to the same, with other area road associations and other users of the Primary Access Roads.

(c) With respect to maintenance and repair of the Common Areas and Water Access Lot, the Association shall be responsible for keeping the same in a neat and sanitary manner, providing for the proper disposal of all fuels, garbage and any other waste in compliance with all applicable laws and regulations and otherwise to the satisfaction of Declarant.

(d) All inspections, maintenance and repair undertaken by the Association as required by this Declaration shall be in accordance with the Concept Plant, the Permits, and all other applicable laws and regulations and pursuant to all valid ~~permitted~~ permits and approvals as may be required to be secured by the Association at its sole cost and expense, including, without limitation, the items detailed on Exhibit B. Inspections shall be performed by an individual with appropriate experience and/or training given the feature being inspected, and the Association shall keep a log summarizing the inspections, maintenance and any corrective action taken, which log shall be generally in the form attached hereto as Exhibit C. The Association shall provide Declarant at least on an annual basis, and more frequently as may be requested by Declarant, a copy of the completed log, as updated from time to time. The Association shall indemnify and hold Declarant harmless from any loss, damage liability, cost or expense, including reasonable attorneys' fees ~~arising~~ incurred by Declarant arising out the Association's exercise of its rights under this Section 3.1, including the Association's failure to comply with its responsibilities hereunder.

### **Section 3.2 Modification of Common Areas and Development of Water Access Lot.**

(a) In consultation with Declarant and upon obtaining Declarant's prior written consent, which shall not be unreasonably withheld, the Association shall have the right to install, construct and replace from time the following improvements on, over and across the Water Access Lot for the benefit of and use by the Tenants: docking structures, boat and waterfront gear storage, gravel walkways and designated parking areas.

(b) Any replacement or modification of existing infrastructure or improvements, or construction of any new improvements or infrastructure within the Common Areas or the Water Access Lot desired by the Association beyond general repair and maintenance of existing infrastructure, shall require the prior written consent and approval of the Declarant, which shall not be unreasonably withheld; provided, however, in the event any such replacement, modification or improvement is approved by Declarant, the costs of such construction and or installation shall be the responsibility of the Association.

(c) All work conducted or undertaken by the Association involving any modification or improvement to the Common Areas or any development or improvement of the Water Access Lot ~~and as to the extent~~ permitted by this Declaration shall be undertaken in accordance with the Concept Plant, the Permits and all other applicable laws and regulations and pursuant to valid permits and approvals secured by the Association at its sole cost and expense. The Association shall indemnify and hold Declarant harmless from any loss, damage liability, cost or expense, including reasonable attorneys' fees incurred by Declarant arising out the Association's exercise of its rights under this Section 3.2, including its failure to comply with its responsibilities hereunder.

**Section 3.3 Declarant Rights.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall have the right, although not the obligation, to maintain, repair, replace and improve, from time to time, the Common Areas, the Water Access Lot and the Roads, as it may deem necessary or desirable in its sole discretion; provided, however, that any such work that is not undertaken in consultation with the Association shall be performed at the sole cost and expense of Declarant.

### **Section 3.4 Tenant Responsibilities.**

~~(a)~~ (a) Each Tenant, at its sole cost and expense, will maintain its Lot, and all buildings, structures and improvements thereon in a neat and sanitary manner and will provide for the proper storage and disposal of all fuels, sewage, garbage, and any other waste in compliance with

all applicable laws and regulations and otherwise to the satisfaction of Declarant. No incinerators shall be permitted. All sanitary facilities must be located and constructed in accordance with State laws, rules and regulations and there shall be no discharge of untreated or partially treated sewage or other waste materials directly or indirectly into the waters of any lake, pond, river, stream, brook or swamp.

~~(b)~~(b) Tenants shall be responsible for maintaining, individually or in cooperation with other Tenants, for maintaining and repairing all utility lines (“**Individual Utilities**”) leading from the main utility lines serving the Subdivision to their respective Lots, whether such Individual Utilities are located within or outside of the Roads or other Common Areas. All maintenance, repair and construction of utility lines conducted within the Roads, or the other Common Areas shall be completed with due diligence and in a good and workmanlike manner so as not unreasonably to interfere with the rights of the Declarant, other Tenants, or the Association in the use of the Roads or other Common Areas.

~~(c)~~(c) All maintenance and repair undertaken by a Tenant with respect to a Lot as required by this Declaration shall be in accordance with the Concept Plant, the Permits, and all other applicable laws and regulations and pursuant to all valid ~~permitted~~permits and approvals as may be required to be secured by Tenant at its sole cost and expense. The Tenant shall indemnify and hold Declarant harmless from any loss, damage liability, cost or expense, including reasonable attorneys’ fees ~~arising~~ incurred by Declarant arising out the Tenant’s exercise of its rights under this Section 3.4, including such Tenant’s failure to comply with its responsibilities hereunder.

#### **ARTICLE IV**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 4.1. Membership in Association.** Every Tenant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the leasehold interest of a Tenant in its Lot. The permitted assignment of leasehold rights to a Lot shall automatically transfer the Association membership appurtenant to that Lot to the assignee. ~~The; provided, however the~~ granting of a collateral assignment of leasehold ~~mortgage rights to secure Tenant financing~~ (if permitted by Declarant), ~~however in its discretion~~, shall not transfer such membership until ~~foreclosure or sale in lieu of foreclosure.~~the holder of such collateral assignment acquires leasehold title after enforcement of the collateral assignment. The foregoing notwithstanding, at any time a Lot is not leased to a Tenant, the Declarant shall be a Member of the Association with respect to such Lot and shall have all rights that a Tenant would otherwise have with respect to membership in the Association, including notice and voting rights, provided, however, that notwithstanding anything contained in this Declaration to the contrary, Declarant’s obligation for assessments of Common Expenses under such circumstances shall only extend to the portion of such assessment specifically allocable to regular and routine maintenance and repair of the Common Areas and Roads, shall expressly exclude any expenses associated with the Water Access Lot, and shall only extend to a pro-rata portion of assessments allocable to the period of time that such Lot is not leased to a Tenant.

**Section 4.2. Casting of Votes.** If a Lot is leased by one person, that Tenant’s right to vote shall be established by the lease agreement for the Lot between Declarant, as landlord and such Tenant. When more than one person is the Tenant of any Lot, all such persons shall be

Members of the Association, but in no event shall more than one vote be cast with respect to any

Lot. If the leasehold interest in a Lot is in more than one person, the person entitled to cast the vote allocated to that Lot shall be determined as set forth in the Bylaws.

## **ARTICLE V** **ASSESSMENTS; LIABILITY OF TENANTS**

**Section 5.1. Association Budgets.** The Association, acting through the Board of Directors in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for uncollected assessments, budget deficits, such reserves as are described in this Declaration and such additional reserves as the Board of Directors shall deem necessary or prudent, and such other expenses as are specifically provided for in this Declaration or the Bylaws and shall further have the right to make assessments for such expenses against the Lots and the Tenants thereof in accordance with this Article V. Such assessments shall be made by the Association on an annual, monthly or other periodic basis as the Board of Directors shall from time to time determine. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of the portions of the Common Areas that are anticipated to require maintenance, repair or replacement on a periodic basis. The reserve fund shall be funded by periodic payments as a part of the Common Expenses.

**Section 5.2. Special Assessments.** If the cash requirement estimated at the beginning of any fiscal year of the Association shall prove to be insufficient for any reason to cover the actual Common Expenses (including, by way of illustration and not limitation, any Tenant's ~~non-~~ paymentnon-payment of assessments), the Board of Directors shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Lot. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof. Any expense incurred by the Association as a result of the negligence or willful misconduct of any Tenant or the failure of a Tenant to comply with the provisions of this Declaration may, at the discretion of the Board of Directors, be assessed as a Special Assessment against such Tenant and its leasehold interest in its Lot.

**Section 5.3. Payment of Assessments.** Each Tenant shall pay all assessments levied by the Association when due. All Tenants, as Members, shall share equally in the Common Expenses. A Tenant's liability for such assessments shall begin accruing at the time the Association makes the initial Common Expense assessment. Except as otherwise provided herein, such assessments shall be due and payable on a periodic basis as designated by the Board of Directors. Assessments that are unpaid for over twenty (20) days after the due date thereof shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. In the sole discretion of the Board of Directors, a late charge not to exceed five percent (5%) per assessment not paid when due may be assessed against the delinquent Tenant.

### **Section 5.4 Notice to Declarant – Status of Payment of Assessments.**

**The**

Association shall promptly provide Declarant with written notification of any Tenant's failure to pay a Common Expense assessment when due, whether assessed as a Regular Assessment or Special Assessment. Additionally, to assist Declarant with annual lease renewals for Lots or for such other purpose as determined reasonably necessary by Declarant in its discretion, the



Association shall provide Declarant, within fifteen (15) days of a request from Declarant, a written report documenting any ~~with~~ outstanding assessments together with the amount so outstanding. Notwithstanding the foregoing, the Association shall provide the Declarant with such written report on an annual basis no later than April 15th of each year.

**Section 5.5. Failure to Fix New Assessments.** If the Board of Directors shall fail to fix new Regular Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Tenants shall continue to pay the same sums they were paying for such Regular Assessments during the fiscal year just ended and such sums shall be deemed to be the new Regular Assessments for the succeeding fiscal year. If the Board of Directors shall change the Regular Assessment at a later date, the difference between the new Regular Assessment, if greater, and the previous fiscal year's Regular Assessment up to the effective date of the new Regular Assessment shall be treated as if it were a Special Assessment; thereafter, each Tenant shall pay the new Regular Assessment. In the event the new Regular Assessment is less than the previous fiscal year's Regular Assessment, in the sole discretion of the Board of Directors, the excess shall be refunded to the Tenants, credited against future Regular Assessments or retained by the Association for reserves.

**Section 5.6. No Exemption by Waiver.** No Tenant may exempt himself from liability for Common Expenses by waiver of the enjoyment of the right to use any portion or all of the Common Areas, the Water Access Lot, the Roads, or by the abandonment of his Lot or otherwise.

**Section 5.7. Personal Liability of Tenants; Limitation of Lease Renewals.**

~~(a)~~ (a) All sums assessed by the Association as a Regular or Special Assessment shall constitute the personal liability of the Tenant of the Lot so assessed. The Association shall promptly notify Declarant of any Tenant's failure to pay a Common Expense assessment when due, whether assessed as a Regular Assessment or Special Assessment and such failure shall be treated as a default under the Tenant's lease of its Lot from Declarant if such failure continues for ten (10) days after the delivery by Declarant of a notice of such failure to Tenant. ~~Under~~ Notwithstanding anything contained herein to the contrary, under no circumstance shall the Association record, or allow anyone on its behalf to record, any notice of lien or similar instrument against the Lot or Tenant's interest in the Lot, although the Association may elect to ~~being~~ bring an action against the Tenant personally to recover unpaid assessments.

~~(b)~~ (b) Declarant shall not renew the lease of any Tenant for a Lot within the Subdivision in the event Declarant has received notice from the Association that such Tenant has outstanding liability for any assessment for Common Expenses, whether assessed as a Regular Assessment or Special Assessment.

~~(c)~~ (c) The delinquent Tenant shall be obligated to pay all expenses of the Board of Directors, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

**Section 5.8. Working Capital Funds.** Upon the initial lease of a Lot, the Tenant shall pay to Declarant an amount equal to [ ] months estimated Common Expense liability for each Lot at the time of such lease. Each Lot's initial share of the working capital fund collected from a Tenant by Declarant upon execution of the initial lease for the Lot shall be transferred to the Association for deposit into the appropriate working capital fund. The amount paid by the Tenant shall not be considered to be an advance payment of the normal Common Expense liability and no Tenant shall be entitled to a refund of these monies by the Association upon expiration, termination or assignment of its lease for the Lot in question. If Declarant elects to make a contribution to the working capital fund with respect to any Lot prior to the lease of such Lot by Declarant, then Declarant shall be entitled to a refund of such contribution from the Association upon payment of the working capital contribution by an initial Tenant of the Lot.

**Section 5.9. Surplus.** The budget of the Association shall set forth Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amounts required for such actual expenses and reserve for future expenses, unless otherwise directed by the Board of Directors, in its sole discretion, shall be credited proportionately, such credit to be applied to the next Regular Assessment of Common Expenses due from a Tenant with respect to a Lot under the current fiscal year's budget, and thereafter, until exhausted or retained by the Association for reserves.

## **ARTICLE VI USE AND OCCUPANCY REGULATIONS**

### **Section 6.1. Construction and Development Restrictions.**

~~(a)~~ (a) Land Use and Building Type; Number of Dwellings. All dwellings ~~and~~ structures, improvements and associated utility services located on the Property, whether by Tenant or by the Association, shall be located, constructed, maintained, repaired and replaced from time to time in accordance with this Declaration, the Subdivision Plan (including design standards set forth thereon regarding setbacks), the Permits, the Concept Plan, and all other applicable laws, regulations, rules and building codes and permits and approvals issued pursuant thereto. Each Lot shall be used only for a ~~single-family~~ single-family residence and for no more than one dwelling. Dwellings and any other structural development and permanently maintained cleared openings on a Lot shall be located within the building envelope specified for such Lot as depicted on the Subdivision Plan; provided that a single driveway for access to a building envelope and cleared areas that are mowed less than twice a year are not considered permanently maintained cleared openings and therefore not subject the foregoing.

~~(b)~~ (b) Dwelling Quality. It is the intention and purpose of these covenants to ensure that all dwellings shall be of a quality of design, workmanship and materials that are compatible and harmonious with the natural setting of the area and other dwellings within the development. All dwellings shall be constructed in accordance with applicable government building, safety or other codes.

~~(c)~~ (c) Temporary Structures. No ~~trailer~~, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence,

either temporary or permanent on any Lot. ~~Temporary; provided temporary~~ buildings ~~or~~ structures or tents used during the construction of a dwelling shall be ~~in a close proximity to the dwelling~~ and permitted on a Lot in a location approved by Declarant and such buildings or structures shall be removed upon completion of construction. Dumpsters shall not be permitted on any Lot except during construction and shall only be permitted to remain on a Lot for such purpose for a maximum of 18 months.

~~(d)~~ (d) Completion of Construction. ~~Construction shall commence within [ ] months/1 year of the date of the building permit is granted by LUPC].~~ Any construction undertaken on a Lot shall be continued with diligence toward the completion thereof and the exterior construction of any dwelling shall be completed within one year ~~of the~~from date on which construction (including excavation) ~~commences~~commenced, except that such period may be extended by reason of strikes, fires, natural disaster and other matters beyond the Tenant's control. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed and otherwise in accordance with applicable law, regulations and permits and approvals.

~~(e)~~ (e) Signs. No permanent signs or advertising devices for commercial or political purposes or any signs relating to the sale or rent of the Lot or any improvements thereon, shall be erected or maintained on Lots, the Common Area, or the Water Access Lot. No signs of any nature shall be erected or maintained on the Primary Access Roads.

~~(f)~~ (f) Trees Within Lots. It is the Declarant's intent that the natural woodland characteristics of the Property be preserved. ~~Subject to the preceding sentence, a maximum of [ ] square feet of tree clearing is permitted in addition to [ ] square feet of impervious area for home, driveway and walks for a total of [ ] square feet on any Lot for any purpose. Once the [ ] square feet maximum has been reached, no trees measuring four (4) inches or more in diameter at ground level may be removed, but trees measuring four (4) inches or more in diameter may only be removed if they are dead or dying or pose a safety concern and the prior written consent has been obtained from the Declarant or the Association. In the event of a violation hereof, a special fine of \$ [ ] per~~Any tree removed may be levied against the responsible Tenantclearing on Lots, whether in connection with construction or thereafter, shall be conducted in accordance with the Concept Plan, the Permits and any other applicable laws and regulations. In the event of a violation hereof by a Tenant, such Tenant shall be responsible for all fines and charges levied with respect thereto and for the cost of replacing removed trees, and the Declarant shall have the right to enter upon the properties and plant a new tree of the same or a different species in approximately the same location as the tree wrongfully removed. In addition, each Tenant is on notice that such violations may constitute a violation of the Permits. Fines or charges pursuant to this paragraph shall be collected an enforced in the same manner as assessments under Article 5.

~~(g) Wells. Each Lot must be served by a water well drilled on that Lot at Tenant's cost and expense.~~

(g) Wells. If Tenant desires to have running water at its Lot, or if running water is otherwise required by LUPC in connection with development of the Lot, Tenant shall be permitted to drill a well on its Lot at its sole cost and expense and in accordance with applicable laws, regulations and permitted and approvals.

(nh) Subsurface Wastewater Disposal (Septic) System Size Limitations. Each Lot shall be served by a septic system located in accordance with ~~[ ]~~the Permits and otherwise installed by pursuant to valid permits and approvals secured by Tenant at its sole cost and expense. Tenants are responsible for maintaining their septic systems in good working order and having the septic tanks pumped on a regular basis recommended at 3-5 year intervals.

## Section 6.2 Use Restrictions

~~(a)~~ (a) Parking/Use of Roads and Common Areas. The Roads and Common Areas shall not be obstructed in any way. Tenants, their family members, licensees, and invitees, are prohibited from parking vehicles of any type on or within the Roads or any other Common Area,

and may only park within designated areas within the Water Access Lot as determined by Declarant or the Association from time to time.

~~(b)~~ (b) Rules and Regulations. The Declarant and/or the Board of Directors may, from time to time, promulgate, Rules and Regulations applicable to the use and enjoyment of the Property and the Water Access Lot. This authority shall include the right to set the maximum and minimum speeds of vehicles and to restrict the maximum noise levels of vehicles on the Property. Such Rules and Regulations shall be binding upon all Tenants, and their family members, licensees and invitees, until and unless amended or modified by either the Declarant or by the vote of the members holding a majority of the total votes in the Association; provided, however, that in all events Declarant's right to modify or amend shall control.

~~(d)~~ (d) Use of Lots. All Lots shall be used for single family residential purposes exclusively and no business or business activity shall be carried on within any improvement on a Lot at any time.

~~(e)~~ (e) No Hazardous Activities: No activities shall be conducted within or on the Subdivision, the Water Access Lot or the Roads, and no improvements may constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on, and no open burning, including fireworks, shall be lit on, the Property, the Water Access Lot or the Roads. Hunting is prohibited on the Property, the Water Access Lot and the Roads.

~~(f)~~ (f) Rubbish, Trash and Garbage. Tenants shall cause all rubbish, trash and garbage to be regularly removed from the Lots and shall not allow it to accumulate thereon. There shall be no trash receptables on the Water Access Lot, and each Tenant shall be responsible for removing any trash on a carry in/carry out basis from the Water Access Lot. There shall be no burning of trash on any Lot or in any part of the Common Areas or Water Access Lot. No trash shall be stored on the exterior of any Lot or on the Common Areas unless such area is designated for such purpose by the Board of Directors.

~~(g)~~ (g) Nuisance. It shall be the responsibility of each Tenant to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his Lot. No substance, thing, pet or material may be kept or used upon any Lot in a manner that will cause any noise, light or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No more than one unregistered vehicle may be maintained on a Lot, excepting vehicles within a garage.

~~(h)~~ (h) Maintenance of Property. All Lots and all improvements thereon shall be kept and maintained by the Tenant thereof in clean, safe attractive and sightly condition and in good repair.

**Section 6.3 Governmental Restrictions.** The Property is subject to the Permits including but not limited to the subdivision approval, as reflected by the Subdivision Plan. Each Tenant agrees that the Subdivision and its respective Lot is subject to, and each Tenant agrees to comply with, the restrictions set forth in the Permits and as reflected on the Subdivision Plan.

## ARTICLE VII

## **APPROVAL OF CONSTRUCTION OF DWELLINGS, STRUCTURES, OF CLEARING, GRADING AND RELATED MATTERS**

**Section 7.1 Approval of Plans.** No improvements of any kind, including, but not limited to, dwellings, garages, parking areas, septic systems, and fences, shall ever be erected, installed, altered or permitted to remain on any land with the Subdivision, whether situated on a Lot or in a Common Area, nor shall any excavating, clearing, removal of trees, or shrubs, or landscaping be done on any lands within the Subdivision unless the plans and specifications therefore are approved in writing by Declarant prior to the commencement of such work. Such approval of the Declarant must be obtained before an application for a building permit is filed with LUPC.

**Section 7.2 Liability.** Declarant shall not be liable in damages to any persons submitting any plans for approval, or to any Tenant by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such plans. Any Tenant or any person submitting plans to Declarant for approval, by so doing, shall be deemed to have agreed and covenanted that they will not bring any action or suit to recover damages against Declarant, its officers as individuals, or its advisors, employees or agents.

### **ARTICLE VIII INSURANCE; LIMITATION OF LIABILITY**

**Section 8.1. Association Insurance.** The Association shall maintain, as a Common Expense, to the extent reasonable available, the following types and amounts of insurance:

(a) Property insurance insuring against loss or damage of any fixtures, equipment, personal property and supplies owned by the Association (to the extent that the Association owns any such property), by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard “all risk” endorsement, or such other fire and casualty insurance as the Board of Directors may determine provides equal or greater protection, in each case complying with all requirements of this Article. The amount of any such hazard insurance obtained pursuant to this Section 1(a) shall be equal to one hundred percent (100%) of the current replacement cost of the Association’s fixtures, equipment, personal property and supplies at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a “deductible” provision in an amount to be determined by the Board of Directors; provided, however, that funds to cover any such deductible amounts shall be included in the Association’s operating reserve. The proceeds of such policy shall be payable to the Association for the benefit of its Members.

(b) Comprehensive general liability insurance, including medical payments insurance insuring any member of the Association, whether Tenant or Declarant, and any managing agent retained by the Association, against any liability to the public, to other Tenants or their invitees,

or to Declarant and its affiliates and invitees, relating in any way to the use of the Roads, Common Areas, Water Access Lot, public ways and any other areas under the supervision of the Association or any part thereof. Such insurance policy shall contain a “severability of interest” clause or endorsement which precludes the insurer from denying the claim of the Association because of the negligent acts of a Tenant. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Roads, any liability resulting from law suits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least [ \$ ] for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board of Directors and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section.

(c) Such workers’ compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligations of the Association set out in Article VIII, if and to the extent available, including but not limited to insurance coverage commonly referred to as “Directors and Officers Insurance.”

(e) Adequate blanket fidelity bond coverage naming the Association as obligee to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association, and all others who handle or are responsible for handling, funds held or administered by the Association, including the managing agent. Such fidelity bond shall: (i) name the Association as an obligee; (ii) be written in an amount not less than the greater of (a) the maximum funds that will be in the custody of the Association or its management agent at any time during the term of the bond, or (b) a sum equal to three months assessments on all Lots plus the Association’s reserve funds; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression. Any managing agent who handles funds for the Association must be covered by its own fidelity bond, which must name the Association as an additional obligee and provide the same coverage as the bond for the Association.

**Section 8.2 Required Provisions.** Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall specify the named insured as follows: “Burnt Landing Tenants Camp Lots Tenant Association, for the use and benefit of the individual members of the Association.”

(b) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 1(a) hereof, such company must hold a general policy holder’s rating of at least “A” by Best’s Insurance Reports, or by an equivalent rating bureau should Best’s Insurance Reports cease to be issued.



(c) Exclusive authority to act on behalf of the Association with respect to adjustment of losses under policies hereafter in force on the Property shall be vested in the Board of Directors.

(d) With respect to the insurance policies described in subsections (a) and (b) of Section 8.1 issued to the Association and covering any part of the Property, the Association shall cause such policies to provide that:

(a) No act or omission by any Tenant or Declarant, unless acting within the scope of his authority on behalf of the Association, will prejudice such policies or be a condition to recovery under such policies;

~~(ii)~~ (ii) If at the time of a loss under such policies there is other insurance in the name of a Tenant or Declarant covering the same risk covered by the policy, the Association's policy provides primary insurance;

~~(iii)~~ (iii) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of ~~set-off~~ set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Tenant or Declarant;

~~(iv)~~ (iv) The insurer shall not be relieved from liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Board of Directors, or because of any breach of warranty or condition or any other act or neglect by the Board of Directors, Tenant, Declarant, or any other person under either of them;

~~(v)~~ (v) Such policies may not be canceled nor may coverage thereunder be substantially changed (whether or not requested by the Board of Directors) except by the insurer's giving at least ten (10) days prior written notice thereof to the Board of Directors and every other party in interest who shall have requested such notice of the insurer.

**Section 8.4. Additional Insurance.** Nothing in the Bylaws or the Declaration shall be construed to limit the authority of the Board of Directors to obtain additional insurance which it deems advisable.

**Section 8.5 Insurance Bids.** The Board of Directors shall, at its initial meeting, arrange to obtain bids for the insurance policies described herein from insurance brokers serving the area of the Property, and shall be required, in its reasonable judgment, to purchase the policies best suited to meet the coverage and financial needs of the Association.

**Section 8.6. Limited Liability of the Board of Directors.** The Board of Directors, and its members in their capacity as Members, officers and employees:

~~(a)~~ (a) Shall not be liable for the failure of any service to be obtained by the Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the elements or by a Tenant or other person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any improvement on the Property, or from any of its pipes, drains, conduits, appliances, or equipment, or from any

other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Board of Directors;

~~(b)~~ (b) Shall not be liable to the Tenants as a result of mistakes or judgment, negligence or otherwise arising during the course of the performance of duties by members of the Board of Directors, except for the willful misconduct or gross negligence of the members of the Board of Directors;

~~(c)~~ (c) Shall have no personal liability in contract to a Tenant or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of duties by members of the Board of Directors;

~~(d)~~ (d) Shall not be liable to a Tenant, or such Tenant's, guests or invitees, for loss or damage caused by theft of or damage to personal property left by such Tenant or its guests or invitees on any Lot or in or on the Common Areas, Water Access Lot or the Roads except for the willful misconduct or gross negligence of the members of the Board of Directors in the performance of their duties;

~~(e)~~ (e) Shall have no personal liability in tort to a Tenant or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the willful misconduct or gross negligence of members of the Board of Directors in the performance of their duties; and

~~(f)~~ (f) Shall have no personal liability arising out of the use or misuse of any Lot except for the willful misconduct or gross negligence of the members of the Board of Directors in the performance of their duties.

**Section 8.7. Indemnification.** Each member of the Board of Directors in his capacity as a member of the Board of Directors, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Board of Directors, or any settlement of any such proceeding, except in such cases wherein such member of the Board of Directors and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided, that, in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected member abstaining if he is then a member of the Board of Directors) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification shall be paid by the Association on behalf of the Tenants and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such member of the Board of Directors and/or officer may be entitled as a matter of law or agreement or otherwise.

**Section 8.8. Defense of Claims.** Complaints brought against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the development as a whole, shall be directed to the Board of Directors, which shall

promptly give written notice thereof to the Tenants and Declarant and such complaints shall be defended by the Association. The Tenants, nor anyone claiming by, through or under Tenants, shall have any right to participate other than through the Association in such defense.

**Section 8.9. Storage; Disclaimer of Bailee Liability.** Neither the Board of Directors, the Association nor Declarant shall be considered a bailee of any personal property stored on the Roads, the Common Areas or the Water Access Lot, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

**ARTICLE IX ~~MORTGAGE~~**  
**COLLATERAL ASSIGNMENT PROVISIONS**

~~**Section 9.1. Subject to Declaration.** Whether or not they expressly so state, any mortgage or similar instrument which constitutes a lien against a Tenant's interest in a Lot or any improvement thereon and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of this Declaration. Nothing in this Section is intended to constitute permission from Declarant to a Tenant to encumber a Lot, or Tenant's interest therein with a mortgage or any other lien.~~

**Section 9.1. Subject to Declaration.** Whether or not they expressly so state, any collateral assignment of lease, or similar instrument pursuant to which a Tenant collaterally assigns its leasehold interest to secure an obligation or that otherwise constitutes a lien against a Tenant's interest in a Lot or any improvement thereon and an obligation secured thereby shall provide generally that such security instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of this Declaration. Nothing in this Section is intended to constitute permission from Declarant to a Tenant to collaterally assign its leasehold interest in, or to otherwise encumber a Lot, or Tenant's interest therein pursuant to a collateral assignment of lease or any other lien.

**ARTICLE X**  
**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 10.1. Appointment and Election of Directors.**

(a) Until such time as at least ~~75%~~ of the Lots have been leased by Declarant to Tenants, the Declarant shall have the right to appoint, remove and replace from time to time any and all members of the Board of Directors and officers of the Association, without the necessity of obtaining resignations. The directors and officers appointed by the Declarant need not be Tenants.

~~(b)~~ (b) The transition from Declarant-appointed members of the Board of Directors to the Tenants generally shall occur no later than the earlier of (the "Transition Date") (a) sixty (60) days after at least ~~75%~~ of the Lots have been leased by Declarant to Tenants or (b) at such earlier date as the Declarant in its sole discretion shall specify. As soon as reasonably possible following the Transition Date, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Tenants, including the Declarant in cases where a Lot may not be leased to a Tenant, shall thereupon elect a Board of Directors to act in the place and stead of those resigning.

~~(e)~~ (c) Following the Transition Date, the affairs of the Association shall be governed by a Board of Directors composed of no d Members of the Board of Directors shall be Tenants or in the case of a Tenant that is a corporation, limited liability company, partnership, trust or estate or other legal entity, or in the event a member is Declarant, a designated agent thereof. The terms of all members of the Board of Directors following the transition period described above shall be as follows: The candidate receiving the most votes will have a three-year term, the

candidate receiving the second most votes will have a two-year term and the candidate receiving the third most votes will have a one-year term. All subsequently elected Board members will have a three-year term, such that the term of only one Board member will expire each year.

**Section 10.2. Abating and Enjoining Violations by Tenants.** The breach of any provision of this Declaration, the Bylaws or any Rules and Regulations by a Tenant, any guest or invitee of Tenant, or by any ~~Mortgagee~~Collateral Assignee, shall give the Board of Directors the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach: provided, however, the Board of Directors shall have no right to enforce, enjoin, abate or remedy the breach of any provisions relating to a Tenant's use of its Lot, including construction on the same, and shall have no right to record any notice of lien or similar instrument against a Lot or Tenant's interest in a Lot for failure to pay assessments, whether Common Assessments, Special Assessments or otherwise.

### **MANAGEMENT/COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 11.1. Management Company.** The Association shall have the right to employ a professional experienced managing agent who shall oversee the daily operation of the Common Areas, Roads and Water Access Lot and the implementation of the Association's obligations in accordance with the provisions of this Declaration, the Bylaws and the Rules and Regulations; provided, however, that no agreement for such professional management may exceed a term of one (1) year, and must be subject to termination by the Association without a termination fee upon not more than sixty (60) days written notice and shall be cancelable by the Board of Directors with cause upon not less than thirty (30) days written notice.

## **ARTICLE XII** **DECLARANT RIGHTS & AMENDMENTS**

### **Section 12.1 Retained Rights.**

(a) Declarant shall at all times be entitled to enforce the terms and provisions of this Declaration and all Rules and Regulations in the event of any breach thereof, whether by Tenants, any guest or invitee of Tenant, the Association, the Board of Directors or otherwise, and shall be permitted to enjoin, abate, or remedy the same by appropriate legal proceedings, either at law or in equity.

~~(b)~~(b) Declarant, as fee owner of the Property, the Roads and the Water Access Lot, expressly retains and reserves all rights in and to the Property, the Roads and the Water Access Lot, including the right to use and grant rights to others to use the same, to the extent not inconsistent with the terms set forth herein. In furtherance of the foregoing, upon leasing a Lot, Tenant's hereby acknowledge that they are on notice that the Roads are utilized by Declarant and its affiliates for industrial timberland activities, and as a result, large forestry equipment and motor vehicles, including very large off-road trucks, will utilize the Roads. Access over the Roads pursuant to Tenants shall at all times be subject at to the land management practices of Declarant and its affiliates, which practices may include, without limitation, temporary closure, regulation of use and access by gating or otherwise, and any other lawful action of, or restriction imposed by Declarant as determined to be reasonably necessary in Declarant's sole discretion to protect the safety of persons or property, including without limitation, during spring mud season,

periods of high fire danger, the conduct of harvesting or silvicultural operations and periods when logging equipment or camps are unattended. Tenant, by leasing a Lot, agrees to abide by, and shall cause its family members, guests and invitees to abide by, all posted signs on the Roads.

~~(e)~~(c) Declarant may assign any or all of its right or privileges reserved or established by this Declaration at any time.

**Section 12.2. Amendment by Declarant.** Notwithstanding anything contained herein to the contrary, this Declaration may, from time to time, be amended, modified, supplemented, amended and restated or terminated by Declarant in its sole discretion. Additionally, Declarant shall have the unilateral right to amend the Subdivision Plan in the exercise of its reserved rights set forth in this Declaration.

**Section 12.3 Amendments by Association.** The Association shall have no right to amend, modify, supplement or terminate this Declaration. The Association may amend the Bylaws upon providing at least thirty (30) days advance notice to Declarant, provided such amendment may not impact any rights or obligations of Declarant hereunder.

### **ARTICLE XIII GENERAL PROVISIONS**

**Section 13.1. Applicability of Covenants and Restrictions.** Each present and future Tenant or permitted ~~Mortgagees~~Collateral Assignees, shall be subject to and shall comply with the covenants, conditions and restrictions set forth in this Declaration, the Bylaws, the Rules and Regulations and any associated lease for a Lot in the Subdivision. The entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the covenants, conditions and restrictions set forth in this Declaration, the Bylaws, the Rules and Regulations and in any such lease are accepted and ratified by such Tenant, ~~Mortgagee,~~ ~~tenant~~permitted Collateral Assignees (if applicable), or occupant. All assignment of leases for Lots, including collateral assignments, are subject to the prior approval of Declarant, which approval may be granted or denied in Declarant's sole discretion. If Declarant consents to an assignment of a lease by a then current Tenant, contemporaneously with such assignment such new Tenant assuming the lease shall be required to notify the Board of Directors in writing of its assumption of an existing lease for a Lot and shall provide its mailing address to which correspondence and assessments should be sent. ~~The Declarant, the Association and any aggrieved Tenant shall have a right of action against Tenants who fail to comply with the provisions of this Declaration, the Bylaws, or the Rules and Regulations or with decisions made by the Declarant, the Association or the Board of Directors. Tenants against whom the Declarant, the Association or any aggrieved Tenant successfully brings an action pursuant to this Section shall be liable to pay all expenses of the successful party, including reasonable attorneys' fees, incurred in the action or otherwise in connection with the Tenant's noncompliance. Aggrieved Tenant's shall have similar rights of action against the Association.~~

**Section 13.2. Real Estate Taxes.** While Declarant shall remain responsible for the payment of real estate taxes assessed to the land comprising the Subdivision, the Water Access Lot and the Roads, it is understood that each Tenant shall be directly responsible for the payment

of all taxes assessed with respect such Tenant's improvements on its respective Lot, and that the Association shall be responsible for payment of taxes assessed with respect to any improvements constructed on the Water Access Lot through the assessment of Common Expenses.

**Section 13.3. Utility Charges.** Each Tenant shall pay for all telephone, water, electricity, gas and other utilities which are separately metered or billed to each such Tenant by the respective utility company.

**Section 13.4. Severability.** Invalidation of any one of these covenants or restrictions by a court shall in no way affect any other provision hereof, and all such other provisions shall remain in full force and effect.

**Section 13.5. Applicable Law.** This Declaration shall be governed and construed according to the laws of the State of Maine.

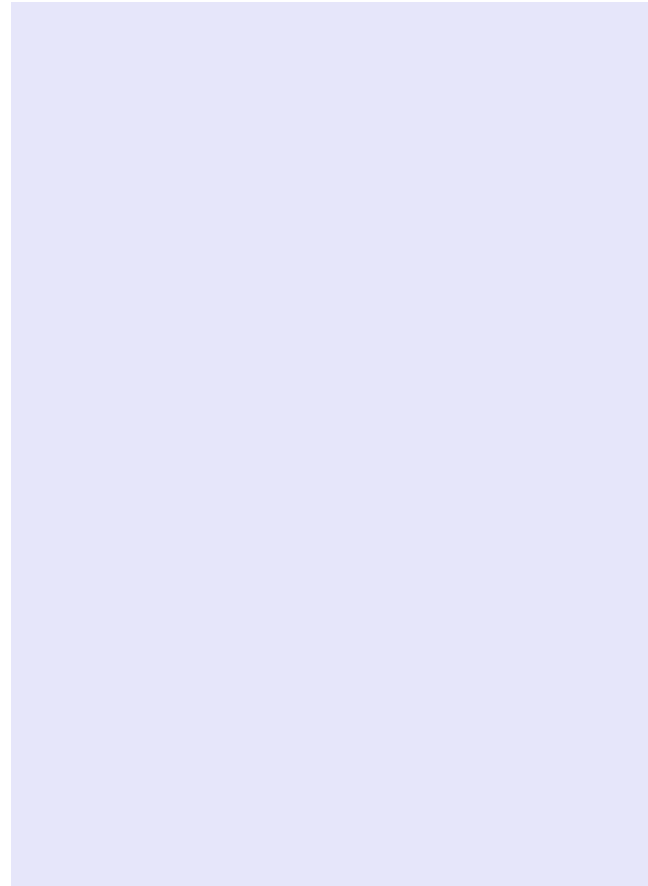
**Section 13.6. Interpretation.** The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development, operation and maintenance of the Subdivision.

**Section 13.7. Notices.** All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed, if to Tenant to that Tenant's Lot address or otherwise to such address as may be designated by written notice given to the Association, if to [\*\*Section 13.8. Exhibits.\*\* All exhibits attached to this Declaration are hereby made a part of this Declaration.](mailto:Declarant to P.O. Box 5777, 300 Union Street, Saint John, New Brunswick, Canada E2L 4M3 Attn: Co-Chief Executive Officer with a copy to P.O. Box 5888, 300 Union Street, Saint John, New Brunswick, Canada E2L 4L4, Attn: Secretary, and if to the Association, to the Declarant to [REDACTED] and if to the Association, to the principal office of the Association.</a></p></div><div data-bbox=)

**Section 13.9. Governmental Restrictions.** The Subdivision is subject to the Permits and any other permits and approvals applicable thereto from time to time, including but not limited to the subdivision approval, as reflected by the Subdivision Plan. Each Tenant agrees that the Subdivision, its respective Lot, and any associated rights granted to Tenant in connection with its lease of the Lot is subject to, and each Tenant agrees to comply with, the restrictions set forth in the Permits and as reflected on the Subdivision Plan.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the said Allagash Timberlands, LP, a Maine limited partnership has caused this instrument to be signed and sealed by its duly authorized ~~representative~~representatives as of the date first above written.



**DECLARANT:**

**ALLAGASH TIMBERLANDS, LP,**  
a Maine limited partnership

By: **Eagle Lake Timberlands, Inc., a New Brunswick corporation, its General Partner**

By: \_\_\_\_\_  
Name:  
Its:

By: \_\_\_\_\_  
~~By:~~ \_\_\_\_\_-Name:  
Its:



EXHIBIT A  
(Subdivision Amenities Plan)

~~STATE OF~~

COUNTY OF \_\_\_\_\_, ss:

**EXHIBIT B**  
**(INSPECTION AND MAINTENANCE DETAILS)**

On \_\_\_\_\_, 202\_\_\_\_, personally appeared before me the above-named \_\_\_\_\_, of \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said company.

Before me,

<b>INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS) AND ROADWAYS</b>		
	<b>INSPECTION SCHEDULE</b>	<b>CORRECTIVE ACTIONS</b>
<b><u>VEGETATED AREAS</u></b>	<u>Annually early spring and after heavy rains</u>	<u>Inspect all slopes and embankments and replant areas of bare soil or with sparse growth</u> <u>Armor rill erosion areas with riprap or divert the runoff to a stable area</u> <u>Inspect and repair down-slope of all spreaders and turn-outs for erosion</u> <u>Mow vegetation as specified for the area</u>
<b><u>DITCHES, SWALES AND OPEN STORMWATER CHANNELS</u></b>	<u>Annually spring and late fall and after heavy rains</u>	<u>Remove obstructions, sediments or debris from ditches, swales and other open channels</u> <u>Repair any erosion of the ditch lining</u> <u>Mow vegetated ditches</u> <u>Remove woody vegetation growing through riprap</u> <u>Repair any slumping side slopes</u> <u>Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodged</u>
<b><u>CULVERTS</u></b>	<u>Spring and late fall and after heavy rains</u>	<u>Remove accumulated sediments and debris at the inlet, outlet, or within the conduit</u> <u>Remove any obstruction to flow</u> <u>Repair any erosion damage at the culvert's inlet and outlet</u>
<b><u>CATCHBASINS</u></b>	<u>Annually in the spring</u>	<u>Remove sediments and debris from the bottom of the basin and inlet grates</u> <u>Remove floating debris and oils (using oil absorptive pads) from any trap</u>
<b><u>ROADWAYS AND PARKING AREAS</u></b>	<u>As specified in MDEP's Gravel Roadway Maintenance Manual, April 2016 edition.</u>	<u>Clear and remove accumulated winter sand in parking lots and along roadways</u> <u>Sweep pavement to remove sediment</u> <u>Grade road shoulders and remove accumulated winter sand</u> <u>Grade gravel roads and gravel shoulders</u> <u>Clean-out the sediment within water bars or open-top culverts</u> <u>Ensure that stormwater runoff is not impeded by false ditches of sediment in the shoulder</u>
<b><u>RESOURCE AND TREATMENT BUFFERS</u></b>	<u>Annually in the spring</u>	<u>Inspect buffers for evidence of erosion, concentrated flow, or encroachment by development</u> <u>Manage the buffer's vegetation with the requirements in any deed restrictions</u> <u>Repair any sign of erosion within a buffer</u> <u>Inspect and repair down-slope of all spreaders and turn-outs for erosion</u> <u>Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow</u> <u>Clean-out any accumulation of sediment within the spreader bays or turnout pools</u> <u>Mow non-wooded buffers no shorter than six inches and less than three times per year</u>
<b><u>WETPONDS AND DETENTION BASINS</u></b>	<u>Annually in fall and after heavy rains</u>	<u>Inspect the embankments for settlement, slope erosion, piping, and slumping</u> <u>Mow the embankment to control woody vegetation</u> <u>Inspect the outlet structure for broken seals, obstructed orifices, and plugged trash racks</u> <u>Remove and dispose of sediments and debris within the control structure</u> <u>Repair any damage to trash racks or debris guards</u> <u>Replace any dislodged stone in riprap spillways</u> <u>Remove and dispose of accumulated sediments within the impoundment and forebay</u>
<b><u>FILTRATION AND INFILTRATION BASINS</u></b>	<u>Annually in the spring and late fall</u>	<u>Clean the basin of debris, sediment and hydrocarbons</u> <u>Provide for the removal and disposal of accumulated sediments within the basin</u> <u>Renew the basin media if it fails to drain within 72 hours after a one inch rainfall event</u> <u>Till, seed and mulch the basin if vegetation is sparse</u> <u>Repair riprap where underlying filter fabric or gravel is showing or where stones have dislodged</u>

<b><u>PROPRIETARY DEVICES</u></b>	<u>As specified by manufacturer</u>	<u>Contract with a third-party for inspection and maintenance</u> <u>Follow the manufacturer's plan for cleaning of devices</u>
<b><u>OTHER PRACTICES</u></b>	<u>As specified for devices</u>	<u>Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures.</u>

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 Notary Public  
 Printed Name: \_\_\_\_\_  
 Commission Expires: \_\_\_\_\_



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**Notes**

- 1) If a maintenance task requires the clean-out of any sediments or debris, indicate where the sediment and debris was disposed after removal.
- 2) BMP structures shall be numbered sequentially and located on attached site map.
- 3) The log must be made accessible to MDEP staff and a copy must be provided upon request.
- 4) The permittee shall retain a copy of the log for a period of at least five years from the completion of permanent stabilization.

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<b>Summary report:</b>	
<b>Litera Compare for Word 11.5.0.74 Document comparison done on 8/5/2024 11:40:39 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://imandms01.pierceatwood.com/IMANAGE/17322548/1	
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<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>413</b>