

DECLARATION OF RESTRICTIONS

Oxbow Point Subdivision Phase 2

Waltham, Maine

KNOW ALL BY THESE PRESENTS That DALE HENDERSON LOGGING, INC., a Maine corporation, with a place of business in Brewer, County of Penobscot, State of Maine, owner of numbered lots in Waltham, County of Hancock, State of Maine shown on Plans entitled "Subdivision Plan of the Oxbow Point Subdivision, Phase 2" prepared by Plisga & Day and recorded in Hancock County Registry of Deeds in Map File 38, Nos. 141 through 153 thru, for consideration of the mutual covenants existing or hereafter to exist by and between It and the grantees of any lot lying within the boundaries of the lots comprising Phase 2 (137 lots) of the subdivision (referred to below as "lot" or "lots"):

A. Individual Lots

1. Use shall be restricted to single family residence only, with only one residence per Lot.
2. All homes must be completed within one year from the date that construction starts and no temporary structures shall be permitted to remain on said premises, except as may be required during construction. Completion shall include finish grading and seeding of any area surrounding such structure that has been disturbed during construction.
3. No Lot shall be further subdivided.
4. No trailers or single wide mobile home classified units shall be allowed on any lot.
5. All dwellings constructed shall be a minimum of 1,000 square feet of living space (not including basement space).
6. No principal buildings shall be constructed within seventy-five (75) feet of any street line or within twenty (20) feet of any lot line.
7. No trash, ashes, other refuse or junked automobiles shall remain sited, burned, buried or otherwise disposed of on any Lot. This includes any material commonly considered as waste. "Disposed of" is considered as longer than 30 days.
8. Exterior finish on all buildings shall consist of vinyl, wood, masonry, steel or other similar product developed and sold as final siding for residential buildings. No temporary sheathing paper, asphalt type sheathing or other temporary construction material shall be used for outside finish on any buildings erected on any Lot.
9. No unregistered vehicles shall be placed on the lot for a time exceeding 30 days.

10. There shall be no removal of existing vegetation within 75 feet of any road (except to maintain existing driveway openings). Exception to this restriction is for lots that have cleared areas designated due to environmental considerations and the said cleared area is shown within the 75 foot setback.
11. There shall be no cutting of more than 25% of the existing standing trees (5' DBH) on the Lot without written approval by the Declarant.
12. No all terrain vehicles, snowmobiles or other recreational vehicles shall use the common roadways.
13. Trash shall not be put out sooner than the day before scheduled pickup. There shall be no public collection of trash until the requisite percentage of Lots as established by the municipality of Waltham are deemed occupied.

B. Buffer/Wetland & Open Space Areas (Covenant Area)

WHEREAS, pursuant to the Natural Resources Protection Act, Title 38 M.R.S.A. Section 480-A et seq. and Chapter 310 of regulations and Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Department of Environmental Protection, Declarant has agreed, in satisfaction of the Order, to impose certain covenants and restrictions on the Buffer and Open Space Areas as more particularly set forth herein and has agreed that such covenants and agreements may be enforced by the Maine Department of Environmental Protection (hereinafter the "MDEP") or any successor in interest.

NOW, THEREFORE, the Declarant hereby declares that the Buffer and Open Space Areas (Covenant Area) are and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the covenants, conditions and restrictions set forth herein (Covenants and Restrictions). The Covenants and Restrictions shall run with the Covenant Area and shall be binding on all parties having any right, title and interest in and to the Covenant Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Covenant Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Covenant Area subject to the Covenants and Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Covenants and Restrictions hereinafter set forth.

Unless the owner of the Covenant Area, or its successors or assigns, obtains the prior written approval of the MDEP, (or any successor thereof), the Covenant Area shall remain undeveloped in perpetuity. To maintain the ability of the Covenant Area to filter and absorb stormwater and/or provide wildlife habitat, and to maintain compliance with the Site Location of Development, Stormwater and NRPA permit issued thereunder to the Declarant, the use of the Covenant Area is hereinafter limited as follows:

1. The removal of trees and other vegetation within the Covenant Area is limited to the following:
 - a. There shall be no purposefully created cleared opening and an even distribution of trees and other vegetation shall be maintained. An evenly distributed stand of trees is defined as 24 points in any 25'x50' plot area. Points are determined as follows: 2" to <4" dia = 1 pt; 4" to <8" dia = 2 pts; 8" to <12" dia = 4 pts and >12" dia = 8 pts. Other vegetation is defined as vegetation under 3' in height and other ground cover. Plot areas shall retain at least 5 saplings less than 2" dia at 4½' above ground level. If five saplings do not exist, no woody stems less than 2" dia can be removed until 5 saplings are present in the plot.
 - b. No more than 40% of the total volume of trees 4" or more in diameter, measured at 4½' above ground level may be removed in any 10 year period.
 - c. Activity within the Covenant Area shall be conducted so as to prevent disturbance of the forest floor, leaf litter and vegetation less than 3' in height. If disturbance results in soil exposure, the area shall be covered, stabilized and/or revegetated within 14 days.
 - d. Removal of vegetation less than 3' in height is limited to what is necessary to provide a 6' winding path through the Covenant Area to the shoreline for lots along the shore. The path must remain stable without erosion. Existing travel ways throughout the Covenant Area may remain yet shall be maintained in a stable condition. Any new trails or paths through the Covenant Area must obtain approval from the MDEP and may not further impact the defined significant vernal pools identified on the plans.
 - e. If the Covenant Area extends the entire frontage of a lot, a single driveway is permitted. The driveway shall limit cleared width to 24' and non-traveled areas shall be stabilized with ground cover or vegetation.
 - f. Pruning of live branches is permitted on the bottom 1/3 of the tree. Dead branches and dead and diseased trees may be removed. If a cleared area is created no further vegetation removal is permitted.
2. Motorized vehicles shall be limited to use on stabilized paths and during snow cover conditions.
3. No soil or other mineral substance, trash, rubbish, junk waste, pollutants or other fill material shall be placed, stored or dumped on the buffer area.
4. No ditches shall be dug, and no draining of the Covenant Area shall take place, and no pumping or any other removal of water shall occur on the Covenant Area, nor shall the manipulation or alteration of natural water courses or hydrology occur

5. No building or other structure may be constructed or placed within the Covenant Area, except for signs, utility poles or fences provided the area is stabilized and the does not impact or conflict with other restrictions or the functionality of the Covenant Area.
6. Wells and septic systems may be placed in the Covenant Area as shown on the plan. If located in these areas, the areas shall be restored and stabilized. Wastewater disposal fields shall be mowed a maximum of 3 times a year to maintain grass vegetation.
7. Any level spreader directing flow to the Covenant Area must be regularly inspected and adequately maintained to preserve the function of the level spreader;

Any activity on or use of the Covenant Area inconsistent with the purpose of these Restrictions is prohibited.

C. Enforcement

In the event of breach of any of the above restrictions the Declarant, its successors and assigns, or any owner of owners of any lot or lots may exercise any remedies at law or equity to enforce the terms of these restrictions, and all costs (including legal fees) incurred by the Declarant in enforcing these restrictions shall be paid by the owner of the lot which is in violation of the restriction.

The MDEP may enforce any of the Covenants and Restrictions set forth in Section B above. Any future alterations of the Covenant Area must receive the prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability or the habitat function of the Covenant Area or if adequate and appropriate alternative means of stormwater control and treatment or habitat are provided.

D. Binding Effect

The restrictions set forth herein shall be binding on any present or future owner of the Lots or Covenant Area. If the Covenant Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions but only to the extent that any of the Covenant Area is included within such owner's Lot.

E. Amendment

Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation and (1) signed by the Declarant or Declarant's applicable successor in interest and the owner or owners of the Covenant Area and (2) approved by the MDEP (or any successor thereto).

F. Effective Provisions of Declaration

Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a covenant running with the land as a burden and upon the title to the Lots and Covenant Area.

G. Severability

Invalidity or unenforceability of any provision of this Declaration by judgment or court order, in whole or in part shall not affect the validity of enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

H. Governing Law

This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF the said Dale Henderson Logging, Inc., has caused this instrument to be signed in its corporate name by Dale Henderson, its President duly authorized, this 25th day of October, 2008


Witness

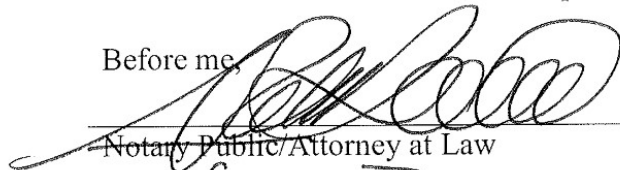
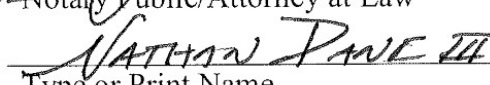
Dale Henderson Logging, Inc.
By: 
Dale Henderson, its President

STATE OF MAINE

Hancock, ss.

October 25, 2008

Personally appeared before me the said Dale Henderson in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me 
Notary Public/Attorney at Law

Type or Print Name