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**RESTATED AND AMENDED DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
OF
NORTHEAST CREEK NEIGHBORHOOD
BAR HARBOR, ME**

In accordance with Paragraph #18 of the Declaration of Protective Covenants and Restrictions of Northeast Creek Neighborhood dated July 2, 2008 and recorded in Book 5025 Page 59 of the Hancock County Registry of Deeds, at least 75% of the Owners of Lots 1 through 31 ("Lot Owner(s)") have voted to amend said Declaration. This Restated and Amended Declaration shall replace the above-referenced Declaration.

The Lots subject to this Restated and Amended Declaration are shown upon the Plan entitled "Preliminary Subdivision Plan of Northeast Creek" dated January 12, 2007 and recorded on April 3, 2007 in the Hancock County Registry of Deeds in Plan File 36 #80 and 81 and Plan File 37 #77, (the "Plan") as may be amended from time to time and being a portion of those premises described in a deed recorded in the Hancock County Registry of Deeds in Book 4044, Page 72, shall henceforth be subject to the following protective covenants and restrictions which may be enforced by the Town of Bar Harbor Housing Authority, its successors and assigns or any Lot Owner.

1. Residential uses. Subject to the rights of the Town of Bar Harbor Housing Authority, its successors and assigns, to develop and sell the Lots and such other rights of the Town of Bar Harbor Housing Authority as are set forth in this Declaration, each Lot shall be used only as a single family residence, and no commercial enterprise of any nature or description shall be conducted or maintained thereon. No auxiliary structures of any type, to house commercial items or to conduct commercial uses, shall be permitted. No lot may be further subdivided. No Lot which is subject to the Declaration of Affordable Housing Covenants of Northeast Creek Subdivision, Bar Harbor, Maine, to be recorded in the Hancock County (Maine) Registry of Deeds on substantially even date with this Declaration, shall be sold to any purchaser who does not intend to occupy such Lot as the purchaser's year-round principal residence. Except as set forth below, the failure of an Owner to occupy a Lot which is subject to the said Affordable Housing Covenants as such Owner's principal residence on a full-time basis shall not affect the title to such Lot so long as the Owner intended in good faith to occupy the Lot as its principal residence at the time a purchase agreement was entered into. The failure of an Owner of a Lot subject to the Affordable Housing Covenants to occupy the Lot as such Owner's principal residence for a period of 18 consecutive months shall give rise to the Holder's Right of First Refusal as set forth in Article III, Section B of said Declaration of Affordable Housing Covenants.

2. Residential Buildings. No building other than a single family residence and related accessory structures shall be constructed, maintained or occupied on any Lot and no more than one such single family residence shall be maintained at any time on any Lot. Such single family residences and accessory structures shall be approved by the Northeast Creek Neighborhood Association its successors or assigns in its sole discretion. Garages shall not be allowed.

No building of a temporary character, whether trailer, tent, shack, or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, provided, however, one dog house and garden shed is permitted on each Lot, as

long as said dog house is not of unreasonable size and is placed on the Lot so as not to be visible from the front street side of the residence on the Lot.

3. Construction of Residences. All exterior construction of buildings on any Lot shall be completed within one (1) year from the date that construction commences, as evidenced by excavation of the foundation. All landscaping and grading shall be completed within six months of occupancy by the initial Owner.

4. Campers, Motor Homes and Boats. Trucks, campers, motor homes, trailers, and other such vehicles may be parked on any street for not more than forty-eight (48) hours during any seventy-two (72) hour period. There shall be no outdoor storage of any type of construction, earth moving, or similar type of equipment except during construction of a structure on the premises. This prohibition shall not apply to equipment such as a lawn tractor which may be ordinarily used for lawn maintenance. Boats (whether powered, sail or otherwise) may not be parked, kept or stored forward of the back building line of any Lot. No junk vehicles or other vehicles which do not display a current state motor vehicle registration may be kept or maintained on the Property. All terrain vehicles, trail bikes, snowmobiles and similar vehicles shall not be operated under any circumstances on the Property. Nor may they be stored unregistered (if required to be registered) for more than fourteen days. House trailers, business or commercial vehicles or vehicles of similar nature shall not be brought upon, or be maintained, or be permitted to remain on the Property except that a business or commercial vehicle normally used by an Owner in his or her occupation may remain on the Property.

5. Animals. No poultry, swine, livestock or other animals shall be kept on the Property, except household pets of the kind and number normally housed in a residence. All pets shall be restrained so as not to become noisome or offensive to neighbors and shall not be allowed off of their owner's Lot, except on a leash or other restraining device.

6. Rubbish and Debris. Between pickups rubbish and debris shall be stored in sanitary receptacles constructed of metal, plastic or masonry materials with sanitary covers or lids or as otherwise required by the Town of Bar Harbor. All such receptacles shall be kept in clean and sanitary condition. No rubbish or debris shall be permitted to accumulate on any Lot beyond reasonable accumulation between pickups. It shall be Owner's responsibility and cost to dispose of rubbish and debris by arranging for proper removal of same.

7. Aerial Wires and Antennae. No aerial wires, such as for radio, television or the like, satellite, dish, antennae or cellular communication tower, shall be maintained on any portion of any Lot or common area which is visible from any other Lot at any time, nor shall any free standing antennae of any style be permitted to extend more than twenty feet above the roof of the principal building on the Lot. No radio or television aerial wires or antennae shall be installed or maintained in airspace over any Lot adjoining such Owner's Lot. No satellite, dish, or similar device larger than 24 inches in diameter shall be permitted.

8. Maintenance of Buildings. Each Owner shall maintain the exterior of the buildings on the Lot in an attractive manner and shall not permit the paint, roof, rain gutters, downspouts, exterior walls, windows, screens, doors, walks, and other exterior portions of such buildings to deteriorate. Each Owner shall at all times maintain the lawn and yard on their Lot in a sanitary, healthful, and attractive manner.

9. Signs. No permanent signs, billboards, posters, or advertising of any character shall be erected, permitted or maintained on the Lot except (i) one sign of not more than two (2) square feet showing the name of the Owner or occupant and the name or number of the Lot and (ii) one sign, advertising the Lot for sale. Under no circumstances shall any projecting signs, or any neon or brightly lit or internally lit signs be permitted on the Lot.

10. Damages or Destruction. Any building on any Lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the affected portion of the Lot restored to its natural condition within a reasonable period of time.

11. Improvements by Owner. An Owner may make any improvements to his or her Lot subject to the protective covenants and restrictions set forth herein.

12. Compliance with Governmental Regulations. Owner shall occupy and maintain the Lots in accordance with the rules, regulations, ordinances and statutes duly enacted by the Town of Bar Harbor and other governmental entities having jurisdiction over the Property.

13. Affordable Housing Covenant. A declaration of Affordable Housing Covenants has been, or will be recorded in the Hancock County Registry of Deeds to which further reference is made as if fully set forth herein.

14. Northeast Creek Neighborhood Association. All Lot Owners shall join other Lot Owners in a neighborhood association for the beautification, maintenance and continued enjoyment of Northeast Creek Neighborhood. The Association shall be a Maine non-profit corporation responsible for maintaining all common areas and community infrastructure, regardless of ownership of same, including but not limited to any roads, parking lots, septic systems, open spaces, wells and community buildings.

15. Sandy Lane Road Association. All Lot Owners shall share the cost of maintaining of Sandy Lane and any infrastructure serving the Northeast Creek Neighborhood with the residents of Sandy Lane. Residents of Northeast Creek and Sandy Lane are encouraged to form one association to achieve these goals.

16. Subsurface Utility Easement. The Town of Bar Harbor Housing Authority hereby retains an easement in perpetuity for the construction, operation, replacement and maintenance of all subsurface utility systems (including but not limited to, electric, septic, sewer, wells, public water, cable TV, phone and internet) installed now or in the future on the property depicted on the Plan which easement may be conveyed to others. The Town of Bar Harbor Housing Authority hereby grants an easement in perpetuity to the Northeast Creek Neighborhood Association and the Owners of Lots 1-31 for access across all common land and Lots 1-31 for the purposes of installation, construction, operation, replacement and maintenance of said subsurface utility systems.

17. Separability. In the event that any provision of these Protective Covenants and Restrictions shall be held illegal and/or unenforceable, such provision(s) shall be deemed severable from the other provisions hereof and all the other provisions shall remain in full force and effect.

18. Amendment. The provisions of these Protective Covenants and Restrictions may be amended only with the written approval of the owners of seventy-five percent (75%) of the Lots, and any such amendments must be promptly evidenced by recording a supplemental Declaration of Protective Covenants and Restrictions in the Hancock County Registry of Deeds, which said supplemental Declaration shall affirmatively certify that the appropriate approval was obtained and shall constitute conclusive proof of same.

19. Enforcement of Use Restrictions. The protective covenants and restrictions contained herein may be enforced by the Declarant, the Holder or any Owner, but said parties may not be compelled to bring legal action to enforce the Use Restrictions.

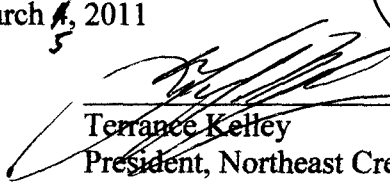
20. Open Space. The Town of Bar Harbor Housing Authority, in its sole discretion, may convey any open space, subject to this restriction, to the Northeast Creek Neighborhood Association or to another person or entity.

21. Community Areas. The Northeast Creek Neighborhood Association reserves the right, but not the obligation, to construct community buildings and recreation areas on land held in its ownership.

22. Stormwater Drainage. The property described herein is subject to a permit issued by the Maine Department of Environmental Protection ("DEP"). The Town of Bar Harbor Housing Authority, its successors and assigns shall not alter any land that contains areas of flow identified as part of the stormwater management plan approved by the DEP. The conveyance of any land identified as part of the approved and permitted stormwater management plan shall be subject to the terms and conditions of the DEP order recorded in Book 4820, Page 309 of the Hancock County Registry of Deeds.

23. Ground Treatments. All fertilizers, insecticides, herbicides and pesticides used on any Lot or common area must be organic.

As President of the Northeast Creek Neighborhood Association I certify that at least 75% of the Lot Owners voted in favor of these amendments at a duly called meeting of the Lot Owners which meeting was held on March 4, 2011

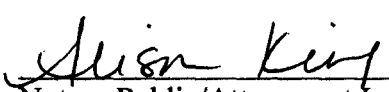

Terrance Kelley
President, Northeast Creek Neighborhood Association

STATE OF MAINE
COUNTY OF HANCOCK

March 5, 2011.

Personally appeared the above named Terrance Kelley and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Northeast Creek Neighborhood Association.

Before me,


Notary Public/Attorney at Law

Alison King

On March 4, 2011 at 10:00 a.m. a meeting of the Northeast Creek Neighborhood Association was held.

The following members or their designated proxy attest that a vote was held to accept changes to the "Declaration of Protective Covenants and Restrictions of Northeast Creek Neighborhood Bar Harbor, ME" dated July 2, 2008 and recorded in the Hancock County Registry of Deeds Book 5025 Page 59.

The revised document is titled "Restated and Amended Declaration of Protective Covenants and Restrictions of Northeast Creek Neighborhood Bar Harbor, ME" and a copy is attached to this attestation. Upon filing with the Hancock County Registry of Deeds, all Lot Owners shall receive a copy of this attestation and the revised document. Not, Bar Harbor Housing Authority shall be designated as "BHHA" on the attestation.

Lot No.	Owner(s)	Owner Signature	Proxy Signature
1	Jim Kadin & Julie Hagle	Julie Hagle	
2	Karen Benore	[Signature]	
3	Joy O'Shaughnessy	[Signature]	
4	James and Stacy Downey	James Downey	
5	BHHA	[Signature]	
6	BHHA	[Signature]	
7	Doug Michael & Kim Childs	Doug Michael & Kim Childs	
8	BHHA	[Signature]	
9	Angela Begin	[Signature]	James G. Kadin
10	BHHA	[Signature]	
11	BHHA	[Signature]	
12	Susan Haynes	[Signature]	Danuel Bel...
13	BHHA	[Signature]	
14	BHHA	[Signature]	
15	BHHA	[Signature]	
16	Amanda Hollander	Amanda Hollander	
17	BHHA	[Signature]	

18	BHHA		
19	Dwayne & Jacqueline Bolt	<i>Dwayne Bolt</i>	
20	BHHA	<i>[Signature]</i>	
21	BHHA	<i>[Signature]</i>	
22	Michael and Rebecca Pritchard	<i>Rebecca Pritchard</i>	
23	BHHA	<i>[Signature]</i>	
24	BHHA	<i>[Signature]</i>	
25	BHHA	<i>[Signature]</i>	
26	Barry Nealon	<i>Barry Nealon</i>	
27	BHHA	<i>[Signature]</i>	
28	Susan McClatchy	<i>Susan McClatchy</i>	
29	Lauren and Zac Gilhooley	<i>Zac Gilhooley</i>	
30	Velynda Wiley	<i>Velynda Wiley</i>	
31	BHHA	<i>[Signature]</i>	

President of Northeast Creek Neighborhood Association

By:

[Signature]
Terrance V. Kelley

Signature

Printed name

STATE OF MAINE
COUNTY OF HANCOCK

Personally appeared the above named Terrance Kelley and acknowledged the foregoing attestation to be accurate, that the above individuals appeared in person or provided documented proxies.

Before me:

Alison King
Attorney at law
Alison King

Notary Public/Attorney at Law

My Commission Expires

⑥ Ret Hale & Hamlin