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**DARBRO, INC. DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
BECKWITH WOODS - A PLANNED UNIT
DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
made this 3rd day of May, 1988, by Darbro, Inc.,
(Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Article II, Section 1, of this Declaration and desires to create thereon a residential Community with common facilities for the benefit of this Community as a townhouse planned unit development (this Community is not a condominium development); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in this Community, and, to this end, desires to subject the real property described in Article II, Section 1, (together with such additions of property as may later included as provided in Article II) to the covenants, restrictions, easements, charges and liens set forth in this Declaration, each and all of which is and are for the benefit of the property in this Community and each owner thereof; and

WHEREAS, Developer has decided it is desirable, for the efficient preservation of the values and amenities in this Community, to create an agency or Community Association to which should be delegated and assigned the powers of maintaining and administering the Community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated BECKWITH WOODS COMMUNITY ASSOCIATION (the "Association") under the laws of the State of Maine as a nonprofit corporation, for the purpose of exercising the functions identified above;

NOW, THEREFORE, the Developer declares that the real property described in Article II, Section 1, and such later additions as the Developer may include pursuant to procedure set out in Article II, (herein sometimes collectively called the "Community") is and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Declaration" and/or "covenants and restrictions") set forth in this Declaration. The name of the Community is Beckwith Woods.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) Appurtenant Interest: (1) The interest in the Common Properties and Limited Common Elements appurtenant to a Lot; (2) the interest of an Owner in any Lots previously acquired by the Association or its Assignee on behalf of Lot Owners, or the proceeds of the sale or lease thereof, if any; and (3) the interests of an Owner in the Association and in any other asset of the Association, including such Lots as may be acquired by foreclosure of its lien for maintenance Assessments.
- (b) Assessment or Common Charge: The charge assessed against each Lot for the share of Common Expenses allocated to a Lot.
- (c) Association: Beckwith Woods Community Association as defined above. A true copy of the Articles of Incorporation of the Association is attached hereto as Exhibit C.
- (d) Board of Directors: The Board of Directors of the Association, as it may be from time to time constituted pursuant to the Bylaws of the Association.
- (e) Bylaws: The Bylaws of the Association, a copy of which is available from the Developer and incorporated herein by reference as the same may be amended from time to time.
- (f) Common Expense: (1) Expense of administration, maintenance, repair or replacement of the Common Properties; (2) Expense declared Common Expense by provisions of this Declaration or the Bylaws; (3) Expense agreed upon as Common Expense by the Association and lawfully assessed against the Lot Owners in accordance with the Bylaws; (4) Any valid charge against the Association, or against the Common Properties as a whole.
- (g) Common Properties: These areas of land shown on any recorded Plan of the Properties and intended to be devoted to the common use and enjoyment of one or more of the Owners of the Lots and shall include all portions of the Properties including Limited Common Elements except the Lots and shall also include common easements over the Lots and/or Limited Common Elements, the portions of pipes, cables, wires, conduits, drains and other utilities outside the boundaries of the Lots, and shall include any Lot previously acquired by the Association or its assignee on behalf of Lot Owners, including such Lots as may be acquired by foreclosure of its lien for maintenance Assessments.

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(h) Declaration: This Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time.

(i) Developer: Darbro, Inc., its successors in interest pursuant to instrument duly recorded, conveying its interest as "Developer".

(j) Limited Common Element: The deck or patio, steps or stoop, and driveway attached to or adjoining the outside of any unit/residence upon each Lot and any water, sewer, or other utility line or other fixture(s) designed to serve only one Lot but not defined herein or shown on the Plan as a part of the Lot. As to any such Limited Common Element, the owner of the Lot to which the Limited Common Element is attached or specifically identified herein or otherwise shall have an exclusive right of use as appurtenant to the Lot to the exclusion of all other Lots.

(k) Lot: Any lot of land shown upon any recorded Plan of the Properties including Plan attached to this Declaration or Supplemental Declaration together with the Unit/Residence thereon, with the exception of Common Properties and Limited Common Elements as defined above. The combined Lots shall comprise one of the Properties, subject to the common easements described in this Declaration. The ownership of each Lot shall include and there shall pass with each Lot the easement right as an appurtenance thereto, whether or not separately described, as in the right, title and undivided interest of an Owner in common in the Common Properties and to the Limited Common Elements identified with the Lot, which shall include, without limitation, the related Appurtenant interests.

(l) Majority Vote: "Majority Vote" or "Majority of Owners" shall mean a vote of the Owners of at least fifty (50) percent of the Lots that are cast in person or by proxy at any meeting of the Association at which a quorum is present in person or by proxy. A specified percentage of Owners means a vote by the Owners of that same specified percentage of the Lots that are cast in person or by proxy at any meeting of the Association at which a quorum is present in person or by proxy, and for all voting purposes each Lot Owner shall have one vote. The approval by a specified percentage of Mortgagees is based upon one vote for each Mortgage held.

(m) Member: Each "Owner" who is a member of the Association as provided in Article III hereof.

(n) Mortgage: Any Mortgage deed of trust and any and all other similar instruments used for the purpose of conveying or encumbering a Lot or Lots as security for the payment or satisfaction of an obligation. A "Mortgagee" shall mean the holder of a Mortgage.

(o) Owner: The record Owner, whether one or more Persons or entities, of the fee simple title to any Lot whether one or more Persons or entities; however, the term shall exclude those having an interest merely as security for the performance of an obligation until and unless the holder of such mortgage or security interest has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(p) Person: Any entity legally capable of holding an interest in land under the laws of the State of Maine.

(q) Plan: The Plan of the Community annexed hereto as Exhibit A, as the Plan may be supplemented and amended from time to time to include supplement or amendment by Declaration or deed to be recorded in the Hancock County Registry of Deeds as well as Plan showing subdivision approval by the Ellsworth Planning Board recorded with the Hancock County Registry of Deeds in Residential Unit File No. 1.

(r) Properties: All such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(s) Recorded: "Recorded" means that an instrument has been duly entered of record in the Hancock County Registry of Deeds.

(t) Residence, Unit, or Unit/Residence: Any building or portion of a building situated on the Properties and on additional lands that may become subject to this Declaration as provided in Article II, Section 2, designed and intended for use and occupancy for residential purposes by a Person. A residence may include one or two common or party walls with the adjoining unit/residence(s). The vertical boundaries of the unit/residence shall be the exterior of the outside walls extending from basement to roof of the residence (excepting the outside attached deck, patio, steps or stoop or other fixtures which are Limited Common Elements) and as to interior party walls, the center line of the interior walls bounding a residence. Typical plans of each type of Residence are depicted on architectural renderings attached to this Declaration. The actual size, layout and characteristics of Residences of the same type may vary from Residence to

Residence so that these architectural renderings are for illustrative purposes only and are not a warranty or guaranty that a specific Residence will actually appear as the Residence of that type is depicted on the architectural renderings.

(u) Rules & Regulations: Rules & Regulations of the Association for the use of Common Properties and Lots of the Community made and promulgated by the Board of Directors pursuant to Article VII, Section 2 of the Bylaws, as the same may be amended from time to time.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 1. Properties. The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Ellsworth, County of Hancock and State of Maine and is more particularly described on the Plan for Beckwith Woods Planned Unit Development, Phase I, in Exhibit A, attached hereto, which Phase I contains ten (10) Lots of an approved twenty (20) Lot total.

Section 2. Additions to the Properties. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right until seven (7) years after the recording of this Declaration to bring within the scheme of this Declaration additional properties within the description by survey plan of the entire acreage in Exhibits A and B attached hereto, in future stages of the development, provided that the total number of residential Lots in the Community shall not exceed one hundred and fifty (150).

The additions authorized under this and the succeeding subsection, shall be made by the Developer or the Association recording a Supplementary Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property providing, however, that Developer shall obtain all required approvals from local and/or State authorities prior to adding such properties by Supplementary Declaration. Any such addition shall be effective upon the recording of such Supplementary Declaration providing prior required approvals have been obtained.

The rights reserved to the Developer to subject additional Properties to this Declaration shall not and shall not be implied or construed so as to impose any obligation upon the Developer to subject any such additional land to the Declaration or to the jurisdiction of the Association. The Developer reserves the rights to subject various portions of such additional Properties to this Declaration at any times, at different times and in any order and without any requirement that if one portion of such additional Properties is subjected to this Declaration another portion of such additional Properties must be submitted.

The Residences, buildings and improvements to be constructed by the Developer on such additional Properties will be reasonably compatible with existing Residences, buildings and improvements in the Community in terms of general architectural style, quality of construction and principal materials, provided that the Developer may substitute construction materials of equal or better quality.

If such additional land is not subjected to this Declaration, the Developer's reserved rights shall not impose any obligation on the Developer to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by the Developer or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Bylaws, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a supplementary declaration of covenants and restrictions, as described in subsection (a) hereof.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as provided in its articles of incorporation and Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation or consolidated association may administer the covenants and restrictions established by this

Declaration within the properties, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

ARTICLE III
MEMBERSHIP, VOTING RIGHTS AND SHARES IN THE ASSOCIATION

Section 1. Membership. Every person who is an Owner of a Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners of Lots occupied by Unit/Residences with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership by Section 1, above. When more than one Person holds such interest or interests in any such Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Developer subject to this Declaration, or which the Developer has reserved the right to submit to this Declaration by recording a Supplementary Declaration; provided, that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class B membership equals the total votes outstanding in the Class A membership; or

(b) at an earlier date at the convenience of the Developer. However, the Developer shall have the right until the occurrence of the event described in (a) to require that specified actions of the Association or its Board of Directors, as described in a recorded instrument executed by the Developer, be approved by the Developer before such actions can become effective.

From and after the happening of these events, whichever occurs earlier, subject to the second sentence of paragraph (b), above, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

Section 3. Shares. For purposes of dissolution, or distribution of assets only, Class A and B Members shall be deemed to own one (1) share of the assets of the Association for each Lot in which they respectively hold an interest required for membership.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of Section 3, the Developer hereby gives, grants, bargains and sells to every Owner, in common with each other, a right and easement of enjoyment in and to the Common Properties and an exclusive right and easement of enjoyment in and to the Limited Common Elements associated with each Lot and the Unit/Residence constructed thereon and such easements shall be appurtenant to and shall run with the title to every Lot. Such easement to the Common Properties shall include, among other consistent rights, the nonexclusive right to pass and repass across the Common Properties, to use the Common Properties for all purposes as if the Owner were an undivided Owner in common of said Common Properties, and, except pursuant to the provisions of this Declaration and the Bylaws, to prevent the restriction or alienation of the Common Properties.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties and the Limited Common Elements until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the Common Properties but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey at least the Common Properties within Phase I to the Association not later than ten (10) years from the date of recording of this Declaration. As shown on Exhibit A, the main access to the Community is via a roadway over which the Developer will retain an easement to provide continued access to the Community as well as continued access to land to be retained by the Developer outside the land areas show as Common Properties, Phases I and II, with at least the Common Area of Phase I to be deeded to the Association. The Developer shall have use of this right of way/easement as appurtenant to the retained land for all purposes including but not limited to vehicular and construction entrance and exit and above and/or below ground utility access.

Section 3. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer to go upon the Common Properties to construct, renovate, repair or replace the Properties and to develop the Community. This development right shall include, but not be limited to, the construction of roads, roadways, Residences, recreational facilities, parking areas, rights of way, utilities and parking areas either as part of the Community or as separate development on any or all portions of the retained land; provided, however, that the reservation of this right does not imply the imposition of the corresponding obligation. This reserved easement shall constitute a burden on the title to the Community and specifically includes, but it is not limited to:

(i) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Community; and the right to tie into any portion of the Community with driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Community; and

(ii) The right to use any Lots or Residences owned or leased by the Developer as models, management offices, sales offices for this project or customer service offices. The Developer reserves the right to relocate the same from time to time within the Community; upon relocation, the furnishings thereof may be removed. The Developer further reserves the right to maintain on the Community such advertising signs as may comply with applicable government regulations, which may be placed in any location on the Properties and may be relocated in the Properties and may be relocated from time to time or removed, all at the sole discretion of the Developer. This right and easement shall continue until the Developer has conveyed all the Lots in the Community to Owners other than the Developer.

(b) the right of the Developer and of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving, maintaining and operating the Common Properties and in aid thereof to mortgage or otherwise lien said Common Properties; and

(c) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(d) the right of the Association, as provided herein and in its Articles of Incorporation and Bylaws, to suspend the enjoyment rights of any Member for any period during which any Assessment or Common Charge remains unpaid, and for any period during which there is an infraction of the Rules and Regulations, provided said period shall not exceed thirty (30) days, in addition to the period during which such violation exists; and

(e) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties where such use shall involve additional expense to the Association and shall be different or unique from the use offered to other Members as a whole, or shall involve unique services or instructions, all of which are Common Charges; and

(f) the right of Owners to the exclusive use of parking spaces as provided in Section 4 hereof; and

(g) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of members in each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

(h) the right of the Developer and the Association to grant over, under and upon the Common Properties and Limited Common Elements such easements and cross-easements as either deems to be in the best interests of and necessary and proper for the Developer or Owners of the Community for purposes consistent with overall development of the Community and retained land of the Developer, including, but not limited to easements and cross-easements for the purposes of ingress and egress, providing power, electricity, telephone, sewer, water, and other utility services and facilities as well as for irrigation, drainage, television transmission and security services and facilities and all structures and devices in connection therewith; and

(i) the right of the Association to grant licenses and concessions for the use of Common Properties, including licenses to nonmembers, for the use of any recreational facilities as provided in the Bylaws; and

(j) any other rights of the Developer or the Association contained in this Declaration or the Bylaws.

Section 4. Parking Rights. The Association shall have the right to designate parking spaces with respect to each Unit/Residence for the exclusive use of the Owner residing therein, his family and guests, which may be redesignated by the Association from time to time to another location.

ARTICLE V
COVENANT FOR PAYMENT OF ASSESSMENTS AND COMMON CHARGES

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual Assessments or Common Charges; (2) special Assessments; (3) Assessments levied pursuant to Article IV, Section 3 (e) of this Declaration; (4) Assessments for charges levied pursuant to Article IX, Section 6 of this Declaration; (5) all interest on Assessments and costs of collection, including reasonable attorney's fees, as hereinafter provided; and (6) all other legal Assessments and Common Charges. The Common Charges and Assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment shall also be the personal obligation of the Person who was the Owner or holder of exclusive easement of such property at the time when the Assessment fell due. Each Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for unpaid Assessments of its grantor shall not apply to any first Mortgage Holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Owners, occupants and residents in the Properties and in particular for

the improvement and maintenance of Properties, services, and facilities devoted to this purpose and relating to the use and enjoyment of the Common Properties and the Lots and Residences situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis of Annual and Special Assessments. All annual and special Assessments shall be levied on the basis of and shall be apportioned among the various Owners and Members in accordance with the following formula:

The Annual and/or Special Assessment for each Owner of a Lot originally subject to this Declaration shall be:

That portion of the total annual budget, the authorized special Assessment, or both, that bears the same proportion to the total annual approved budget, the authorized Assessment, or both, that the number one bears to the total number of Lots (maximum of 10 in the Properties in Phases I) subject to assessment; as to any other additions to the Properties as may be contemplated in Article II, Section 2, such additional Lots are to be added to the assessment according to the terms of the Supplemental Declaration as each new Phase is added by Supplemental Declaration.

Section 4. Commencement and Due Dates for Annual Assessments. Annual Assessments shall commence as to all Lots then existing and subject to Assessment under this Declaration on the first day of the month following the conveyance of the first Lot by the Developer to a person other than the Developer and shall be due and payable in a manner and schedule as the Board of Directors may provide. The first Annual Assessment shall be adjusted according to the number of months then remaining in the current fiscal year.

Section 5. Special Assessments. In addition to the annual Assessments authorized by Section 3 and 4 hereof, the Association, acting through its Board of Directors, may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Properties and improvements, including the necessary fixtures and personal property related thereto, the establishment of reasonable reserves and payment of debts of the Association, provided that any such Assessment, shall have the assent of two-thirds of the votes of each class of the Members entitled to vote, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of

which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The date or dates on which special Assessments become due and payable shall be fixed in the resolution of the Board of Directors authorizing such Assessment and shall be apportioned among the Members pursuant to the provisions of Section 3 hereof.

Section 6. Change in Basis of Annual and Special Assessments. The Association may change the basis and apportionment of the Assessments among the Members as set forth in Section 3 hereof, prospectively, provided that any such change shall have the assent of ninety (90%) percent of the votes of each class of Members entitled to vote who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the basis of the Assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Articles II, Section 3 hereof.

Section 7. Quorum for Any Action Authorized under Section 5 and 6. The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in section 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast thirty (30%) percent of all the votes of each class of membership entitled to vote shall constitute a quorum.

Section 8. Duties of the Board of Directors; Computation of Assessments: At least seventy-five (75) days before the beginning of each fiscal year, the Board of Directors shall adopt an annual budget covering the estimated Common Expenses of administering, maintaining, repairing and replacing the Common properties and of operating the Association for the subsequent fiscal year which shall include a capital contribution or reserve in accordance with a capital budget separately prepaid. At least forty-five (45) days before the beginning of each fiscal year, the Board of Directors shall send to each Lot Owner a copy of the budget in reasonably itemized form which sets forth the amount of the Assessments and any special Assessments payable by the Lot Owner. Assessments and any special Assessments payable by the Lot Owner. Such budget shall constitute the basis for determining each Lot Owner's Assessments and special Assessments and shall automatically take effect at the beginning of the fiscal year for which it is adopted.

The Association shall upon demand at any time furnish to any Member liable for said Assessment or his mortgagee a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment: The Personal Obligation of the Member; the Lien; Remedies of Association. If any Assessment is not paid on or before the date on which it is due and payable, then such Assessment shall become delinquent and, together with such interest thereon and cost of collection thereof as hereinafter provided, including reasonable attorney's fees, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his successors, heirs, devisees, personal representatives and assigns. Upon title to such property vesting in the heirs, successors, devisees, personal representatives, and assigns of the Owner, they shall become personally liable for the payment of such Assessment against such property assessed prior to the acquisition by them of such property, except: (a) a mortgagee or purchaser at a foreclosure sale shall not be liable for and such property shall not be subject to a lien for payment of an Assessment assessed prior to the foreclosure; and (b) said heirs, successors, devisees, personal representatives, and assigns who acquire such property shall, upon written request, be entitled to a statement from the Association setting forth the amount of any unpaid Assessments against the Owner and they shall not be liable for any unpaid Assessments against the Owner in excess of the amount therein set forth. The Owner or the Member of the property at the time any Assessment becomes delinquent shall also be and remain personally liable for its payment.

If any Assessment is not paid within thirty (30) days after the date when payable, such Assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum until collected, and the Association may bring an action at law against the Member personally obligated to pay the same, or his heirs, successors, devisees, personal representatives and assigns, or to foreclose the lien against the property, and there shall be added to the amount of such Assessment, all costs incurred in connection therewith and a reasonable attorneys' fee. The Association is hereby authorized and empowered to record in the Hancock County Registry of Deeds a notice of such lien. Said Lien may be enforced and foreclosed by the Association in a like manner as a mortgage on real estate or by any other means presently or hereafter provided by law or in equity. The enforcement of such lien shall not bar the Association from bringing an action at law against the Member personally as provided in the previous sentences.

Section 10. Initial Payment. Upon taking office, the first Board of Directors elected or designated pursuant to the Bylaws shall determine the budget for the period commencing thirty days (30) after such election and ending on the last day of the fiscal year in which such election occurs. The Developer, as agent for the Board of Directors, will collect from each initial purchaser at the time of closing an "initial payment" (and not as a credit against the purchaser's liability for Assessments) equivalent to twice the estimated monthly Assessment for such purchaser's Lot. The Developer will deliver the funds so collected to the Board of Directors of the Association to provide capital for Common Expenses. To the extent that the Developer has previously paid the "initial payment" with respect to such Lot, the purchaser must reimburse the Developer for such "initial payment" to the Association, which the Association must credit to the account of the purchaser of the Lot from the Developer.

Section 11. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any Mortgage or Mortgages now or hereafter placed upon the properties subject to Assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 12. No-Waiver of Liability for Assessments. No Member may exempt himself from liability for Assessments by waiver of the use or enjoyment of any of the Common Properties, by abandonment of his Lot, by suspension of his use of the Common Properties pursuant to the Bylaws or Rules and Regulations or for any other reason whatsoever.

Section 13. Developer's Obligation. Notwithstanding anything to the contrary contained in this Declaration, including but not limited to this Article V, or the Bylaws, after the commencement of Assessment payments as to any Lot, Developer, on behalf of itself and its successors and assigns covenants and agrees to pay the full amount of the Assessments provided herein for each Lot it owns containing a constructed Residence according to the benefit received; provided, however, each Lot owned by Developer which does not contain an occupied Residence shall not be subject to the full Assessment provided herein.

Section 14. Specific Assessments:

(a) Expenses of the Association which benefit a single Lot or less than all of the Lots may be specifically assessed to the single Lot benefitted or specifically assessed equitably among all of the Lots which are benefitted according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

(c) The Board shall have the power to specifically assess pursuant to this section as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board of Directors has not previously exercised its authority under this Section.

**ARTICLE VI
COMMON ELEMENTS, COMMON EASEMENTS,
AND ENCROACHMENTS, ETC.**

Section 1. Walks, Passways, Roadways, Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Lots. Each Lot has an easement in common with all other Lots to use all walks, passways, roadways, pipes, wires, ducts, cables, conduits, public utility lines, water lines and other elements located in any of the other Lots or Common Properties and serving such Lot. Each Lot and the Common Properties are subject to an easement in favor of other Lots to use the walks, passways, roadways, pipes, ducts, cables, wires, conduits, public utility lines, water lines and other elements serving other Lots or Common Properties and located in each such Lot. In addition, each Lot including the Limited Common Elements specifically benefitting each Lot is subject to, and has such easements of support and shelter from and over such other Lots and the Common Properties as may be necessary for the quiet enjoyment of such Lot. The Board of Directors has the right to reasonable access to each Lot and each building or structure thereon or adjoining to inspect the same, to remove violations therefrom and to maintain, repair or replace the elements common or appurtenant to it and other Lots or Common Properties and such appliance and facilities which the Association has the duty to maintain contained therein or elsewhere in the buildings.

Section 2. Encroachments. If any structure on the Common Properties now encroaches upon any Lot or if any structure intended to be totally on any Lot now encroaches upon any other Lot or upon any portion of the Common Properties as a result of existing construction, or if any such building structure encroachment shall occur hereafter as a result of construction, settling or shifting of any building or structures thereon, a valid easement for the encroachment and for the maintenance of the same exists and shall exist so long as the structures exist. In the event any structure on any Lot, any adjoining Lot, or any adjoining Common Properties shall be partially or totally destroyed as a result of fire or other casualty, condemnation, eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Properties upon any Lot or upon any portion of the Common Properties due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the structures shall exist.

Section 3. Public Utilities. The Lots (including Limited Common Elements associated with each Lot) and Common Properties shall be, and are hereby, made subject to easements in favor of the Developer, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Community. The easements created in this Section 3 shall include, without limitation, rights of the Developer, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace pipes and conduits, water mains and pipes, telephone wires and equipment, electric wires, conduits and equipment over, under, through, along and on the Lots (including Limited Common Elements) and the Common Properties.

ARTICLE VII
ARCHITECTURAL STANDARDS

No exterior construction, alteration, addition, or erection of any nature whatsoever, including, without limitation, fences, shall be commenced or placed upon any part of the Community, except such as is installed by the Developer, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Board or its designee. The Board or its designee may promulgate written guidelines for the exercise of this review.

The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to disapprove construction in violation of these restrictions. In the event the Board or its designee fails to approve or to disapprove such design and location within forty-five (45) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with.

ARTICLE VII
MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Properties. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Properties. The Association shall maintain all entry features for the Community. The Association shall also maintain all properties outside of Lots located within the Community which was originally maintained by the Developer. The Association shall maintain the exterior of each Unit/Residence on each Lot and the Common Properties including the Limited Common Elements adjacent to the Lot as well as providing the following: lawn mowing and maintenance; snow removal from the driveways and walkways; maintenance of the grading and paving of all such ways; maintenance of trees and shrubs planted by the Developer and the replacement thereof. The Association shall also maintain the roads and walks on the Common Properties by providing service as follows: snow removal; maintenance of the surface and grading of the roadways; maintenance, repair and replacement of the common utilities such as, but not limited to, water, sewer and electric cables; and the other portions of the Common Properties.

The foregoing maintenance shall be performed consistent with the standard of conduct, maintenance, or other activity generally prevailing in the Community which may be more specifically determined by the Board of Directors.

Section 2. Access at Reasonable Hours. For the purpose of performing the maintenance permitted or required by Sections 1 and 2 of this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any building at reasonable hours. In emergencies, access shall be available at any time without notice to the Owner.

Section 3. Owner's Responsibility. Every owner must perform promptly all maintenance and repair work within his own Residence, which if omitted would affect the adjoining Unit/Residence or the Community in its entirety or in a part belonging to other owners, and shall be expressly responsible for any damages or liabilities resulting from his failure to do so. If any Owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or manager shall have the right and duty to enter the unit and perform such maintenance or repair in the name of the Owner and shall be entitled to reimbursement from the Owner for any expenditures incurred.

All the repairs of internal installations of the Unit/Residence such as heat, water, light, power, sewage, telephones, sanitary installations, doors, windows, lamps, and all other accessories shall be maintained at the Owner's expense.

An Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common property damaged through his negligence, misuse or neglect. Every Owner must at his own expense maintain heat at levels sufficient to protect the common elements (water pipes, etc.) from damage. All other maintenance and repair of the common property shall be performed at the direction of the Board of Directors, and shall be a common expense.

Each Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Community Association is responsible.

The Owner of a Unit/Residence to which a Limited Common Element balcony/deck or steps are appurtenant shall perform the routine, daily maintenance of such Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All routine and/or regular structural repair or replacement shall be made by the Association as a common expense. Beckwith Woods Community Association shall determine a common maintenance schedule for exterior, roofing, deck, and front steps maintenance and replacement.

ARTICLE IX USE, PURPOSES AND RESTRICTIONS

The buildings, each of the Lots, and Common Properties are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Use of Lot. All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or upon any Lot at any time except with the written approval of the Association. Leasing of a Lot shall not be considered a business or business activity.

Section 2. Vehicles. Unregistered and/or inoperable vehicles shall not be parked on any Community street or on any Lot, including the driveway, so as to be visible from the street for periods of more than twenty-four continuous hours. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, scooters, trucks, campers, buses, and automobiles.

Section 3. Leasing. Lots may be leased for residential purposes. No Lot subject to a Mortgage which has been assigned to the Federal National Mortgage Association, Federal Home Loan Corporation, Veterans Administration or the Federal Housing Administration, shall be rented for an initial period of less than one month and no portion of such Lot (other than the entire Lot) shall be leased for any period. No Owner shall lease a Lot subject to a Mortgage held by or on behalf of the Federal National Mortgage Association, Federal Home Loan Corporation, Veterans Administration or the Federal Housing Administration, for a term of one (1) month or longer on other than a written form of lease (a) requiring the lessee to comply with this Declaration, the Bylaws and Rules and Regulations of the Association, (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after 30 days prior written notice to the Owner, in the event of a default by the lessee in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Lot Owners. Each Lot Owner shall, promptly following the execution of any lease of a Lot, forward a conformed copy thereof to the Board of Directors.

Section 4. Signs. No Lot Owner shall display any sign or other similar article in, on or from any of the Common Properties or on his Lot. However, each Lot Owner shall be permitted to maintain a 150 square inch non-illuminated sign on his Lot identifying the Owner's name and his address. No "For Sale" or "For Rent" signs shall be permitted without the prior consent of the Board of Directors.

Section 5. Subject to Rules and Regulations. The use of the Properties by all the Owners and all other persons authorized to use the same shall be at all times subject to the Bylaws and such Rules and Regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Directors.

Section 6. Summary Charges. The Association, acting by its Board of Directors, shall have the right to levy, without further legal action, summary charges for violations of provisions set forth in the Declaration, Bylaws and Regulations adopted by it, provided that the charge for a single violation may not exceed Twenty-five Dollars (\$25.00). For each day that a violation continues after notice, it shall be considered a separate violation. Any charge so levied is to be collected as a Common Charge against the particular Owner involved, and collection may be enforced by the Board of Directors in the same manner as it is entitled to enforce collection of Assessments or Common Charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law or the power to suspend membership privileges as provided in Article XI of the Bylaws.

Section 7. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot.

Section 8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs of 20 pounds or less, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside the Owner's Lot be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community.

Section 9. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of

any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise, or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Section 10. Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee, except that an Owner may erect an antenna on his dwelling roof so long as such antenna does not extend more than six (6) feet above the highest part of the roof. No free standing antennas whatsoever shall be placed on any Lot, including, without limitation, satellite dishes.

Section 11. Tree Removal. No trees which are left on the Lot at closing shall be removed without the express consent of the Association, except for (a) diseased or dead trees; and (b) trees needing to be removed to promote the growth of other trees.

Section 12. Lighting. Exterior lighting visible from the street shall not be permitted, except for (a) one (1) decorative post light; (b) a street light in conformity with an established street lighting program for the Community; (c) seasonal decorative lights at Christmas; or (d) front house illumination of a model home constructed by the Developer.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner of any Lot may obstruct or rechannel the drainage flows after installation of drainage swales, storm sewers, or storm drains are located. Developer reserves the right to prepare sloping banks, cut or fill, on a slope on all streets and roads.

Section 14. Clotheslines, Garbage Cans, Woodpiles, Etc.. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located

adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Declarant, however, hereby expressly reserves the right to dump and bury construction debris and trees on Lots as needed for efficient construction.

Section 15. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Association. Developer, however, hereby expressly reserves the right to replat any Lot or Lots. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 16. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. The Board may issue guidelines detailing acceptable fence styles or specification.

Section 17. Exterior Colors. The exterior of all improvements, including, without limitation, Residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color used by the Developer in the original construction and marketing of Residences within the Community or in a color prescribed by the Board of Directors as the uniform color for Residences in the Community.

ARTICLE X
LOTS SUBJECT TO DECLARATION
BYLAWS, RULES AND REGULATIONS

All present and future Owners, tenants, mortgagees and occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, the Bylaws and the rules and Regulations.

ARTICLE XI
CONDEMNATION

Whenever all or any part of the Common Properties shall be taken (or conveyed in lieu of and under threat of condemnation) by authority having the power of condemnation or eminent domain, the Association shall represent the easement interests of the Owners. The award made for such taking shall be payable to the Association including an allocation for the lot Owners easement interest which the Association shall hold as trustee for all Owners.

ARTICLE XII
NO SEVERANCE OF OWNERSHIP, DEEDS

Section 1. No Severance. No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Lot without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Lot may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the Lot to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the Appurtenant Interests of all Lots.

Section 2. Description of Lots. A description in deed, lease, mortgage, assignment or other instrument of a Lot which sets forth the name of the Community, the recording data for this Declaration and Plan, the county in which the Community is located and the identifying number, letter or similar designation of the Lot, is a sufficient legal description of that Lot and all rights, obligations and Appurtenant Interests of that Lot which were created by this Declaration, the Plan or the Bylaws.

ARTICLE XII.
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of Assessments or Charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(d) thirty (30) days' prior notice of change in any managing agent; or

(e) any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 2. Mortgagee's Approvals - 2/3 Vote. Unless at least 2/3 of the first Mortgagees given their consent, the Association shall not: (i) (except following destruction or condemnation) change any Lot's Appurtenant Interests; (ii) (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the Common Properties of the Community (except for the granting of utility easements); (iii) (except following destruction or condemnation) by act or omission withdraw the submission of the Property to the Declaration; (iv) modify the method of determining and collecting Assessments or allocating distributions of casualty insurance proceeds or condemnation awards; or (v) use hazard insurance proceeds for losses to the Common Properties for any purpose other than repair, replacement or restoration unless the Property is withdrawn from the Declaration.

Second 3. Mortgagees Approvals Majority Vote. Unless at least 51% of the Mortgagees have given their prior written approval the Association shall not: (i) following destruction or condemnation, change any unit's Appurtenant Interests; (ii) following destruction or condemnation, by act or omission, withdraw the submission of the Property to this Declaration; and (iii) add or amend any material provisions of the Declaration; Bylaws or Plans which establish, provide for, govern or regulate any of the following: (1) voting; (2) Assessments, Assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the Common Properties (or Lots if applicable); (4) insurance or fidelity bonds; (5) rights to use of the Common Properties; (6) maintenance responsibility; (7) expansion or contraction of the Community; (8) boundaries of any Lots; (9) the interests in the Common Properties; (10) convertibility of

Lots into Common Properties or vice versa; (11) leasing of Lots; (12) imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell, transfer, or otherwise convey the Lot; or (13) any provisions which are for the express benefit of Mortgagees.

Section 4. Non-material Amendments; Presumptive Approval. Any addition or amendment to the Declaration; Bylaws or Plans shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A mortgagee who is notified of additions or amendments and who does not deliver or post to the requesting party a negative response within thirty days shall be deemed to have approved such request.

ARTICLE XXIV
AMENDMENT OF DECLARATION

Subject to Article XIII, this Declaration shall be amended only by the affirmative vote of seventy-five (75%) percent of the Members of each Class entitled to vote and the written consent of the holders of first mortgages encumbering fifty (50%) percent of the Lots subject to mortgages unless a larger number of votes of the Members or consents by Mortgagees is required by other provisions of the Declaration or Bylaws. If amendment to the Declaration creates an inconsistency in the Bylaws, the Declaration, as amended, shall control. No amendment shall be effective until recorded in the Hancock County Registry of Deeds.

ARTICLE XV
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE XVI
GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so required.

ARTICLE VII
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE XVIII INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XIX VOTING

Whenever Owners are to vote on any matter affecting this Declaration, such voting shall be conducted by them as Members of the Association and in accordance with the provisions established in the Declaration and Bylaws.

ARTICLE XX DURATION AND TERMINATION

The covenants, restrictions and easements contained in this declaration shall run with and be appurtenant to the Properties and shall be binding upon and inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty years (30) from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless terminated by a recorded instrument executed by the then-Owners of ninety (90%) percent of the Lots.

ARTICLE XXI NOTICES

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

ARTICLE XXII ENFORCEMENT

Enforcement of the covenants, restrictions and easements contained in this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions.

BOOK 1693 PAGE 158

IN WITNESS WHEREOF, the Developer has hereunto executed and sealed this Declaration as of the date and year first above written.

Signed, Sealed and Delivered DARBRO, INC.

By Mitchell A. Small
Its President



STATE OF MAINE
Hancock, ss.

Personally appeared before me the above-named Mitchell A. Small May 3, 1988 and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Darbro, Inc.

Deanna M. Wilson
Notary Public
Deanna M. Wilson
Type or print name of official



JOINDER OF MORTGAGEE

Approved this 11th day of MAY, 1988, by MERRILL/NORSTAR Bank the holder of a mortgage and security agreement on the Properties, for the purpose of accepting and approving the terms and conditions and this Declaration and the Bylaws.

WITNESS:

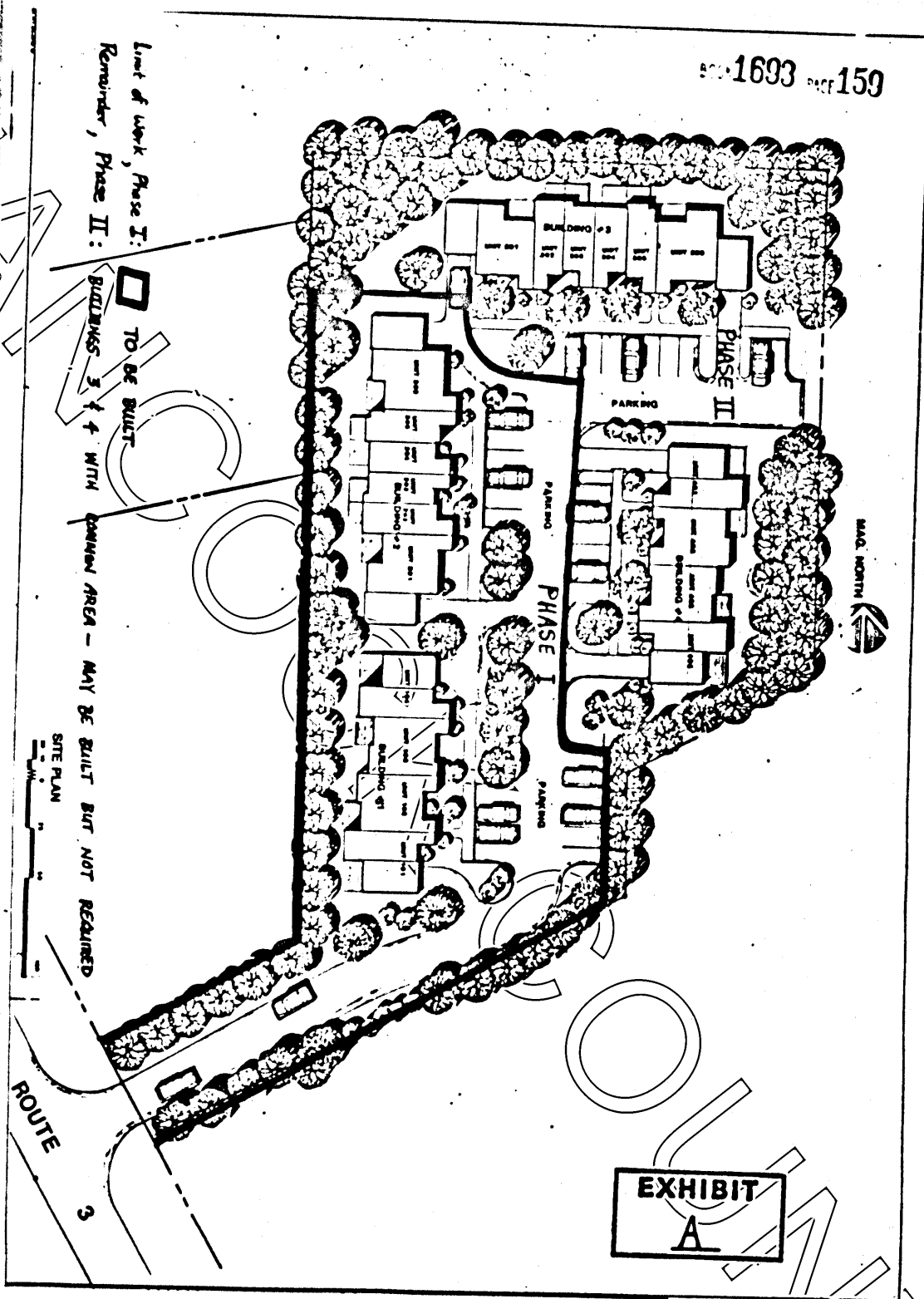
William J. Byles
MERRILL/NORSTAR Bank
William J. Byles
VICE President

JOINDER OF MORTGAGEE

Approved this 11th day of MAY, 1988, by Pauline A. Myrick, the holder of a mortgage and security agreement on the Properties, for the purpose of accepting and approving the terms and conditions and this Declaration and the Bylaws.

WITNESS:

William J. Byles
Pauline A. Myrick



Limit of work, Phase I:
Remainder, Phase II:

TO BE BUILT

BUILDINGS 3 & 4 WITH COMMON AREA - MAY BE BUILT BUT NOT REQUIRED

SITE PLAN

ROUTE 3

EXHIBIT A

1693 160

2423M

BECKWITH WOODS, PHASE I

<u>UNIT/RESIDENCE DESIGNATION</u>	<u>ESTIMATED FLOOR AREA</u> (Square Feet)
<u>UNIT 101</u>	
Basement	650.9
First Floor	668.37
Deck (limited common element)	123.96
Garage	435.24
Second Floor	680.23
Garage Attic	402.85
Third Floor (Attic)	558.95
ESTIMATED TOTAL	3,520.50
<u>UNIT 102</u>	
Basement	1,032.13
First Floor	1,047.03
Deck (limited unit element)	117.36
Second Floor (Attic)	1,058.60
ESTIMATED TOTAL	3,255.12
<u>UNIT 103</u>	
Basement	993.13
First Floor	1,006.77
Deck (limited unit element)	117.36
Second Floor (Attic)	1,018.34
ESTIMATED TOTAL	3,029.60
<u>UNIT 104</u>	
Basement	661.45
First Floor	680.23
Deck (limited unit element)	139.87
Garage	387.9
Second Floor	680.23
Garage Attic	402.82
Third Floor (Attic)	558.95
ESTIMATED TOTAL	3,511.45
<u>UNIT 201</u>	
Basement	972.7
First Floor	992.85
Deck (limited unit element)	113.
Garage	421.44
Second Floor	1,006.54
Garage (Attic)	436.36
ESTIMATED TOTAL	3,942.89

EXHIBIT

A1

UNIT 202

Basement	569.13
First Floor	571.84
Deck (limited unit element)	73.68
Second Floor	593.13
Third Floor	527.99
ESTIMATED TOTAL	<u>2,335.77</u>

UNIT 203

Basement	526.07
First Floor	532.38
Deck (limited unit element)	101.8
Second Floor	536.24
Third Floor (Attic)	515.2
ESTIMATED TOTAL	<u>2,211.69</u>

UNIT 204

Basement	519.23
First Floor	525.12
Deck (limited unit element)	110.
Second Floor	515.2
Third Floor (Attic)	515.2
ESTIMATED TOTAL	<u>2,184.75</u>

UNIT 205

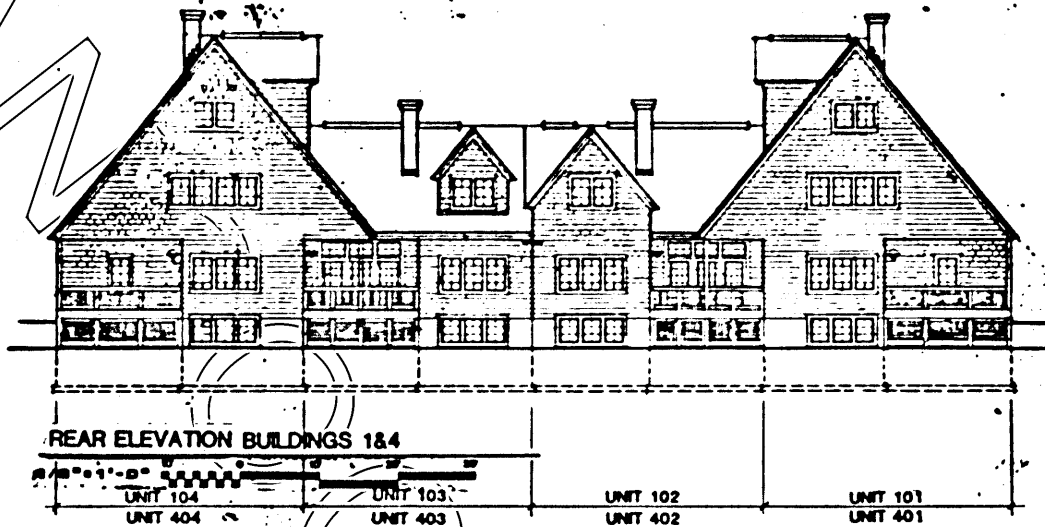
Basement	562.79
First Floor	557.21
Deck (limited unit element)	95.68
Second Floor	556.42
Third Floor (Attic)	499.65
ESTIMATED TOTAL	<u>2,271.75</u>

UNIT 206

Basement	972.7
First Floor	992.85
Deck (limited unit element)	113.
Garage	388.28
Second Floor	1,006.54
Third Floor (Attic)	403.20
ESTIMATED TOTAL	<u>3,876.57</u>

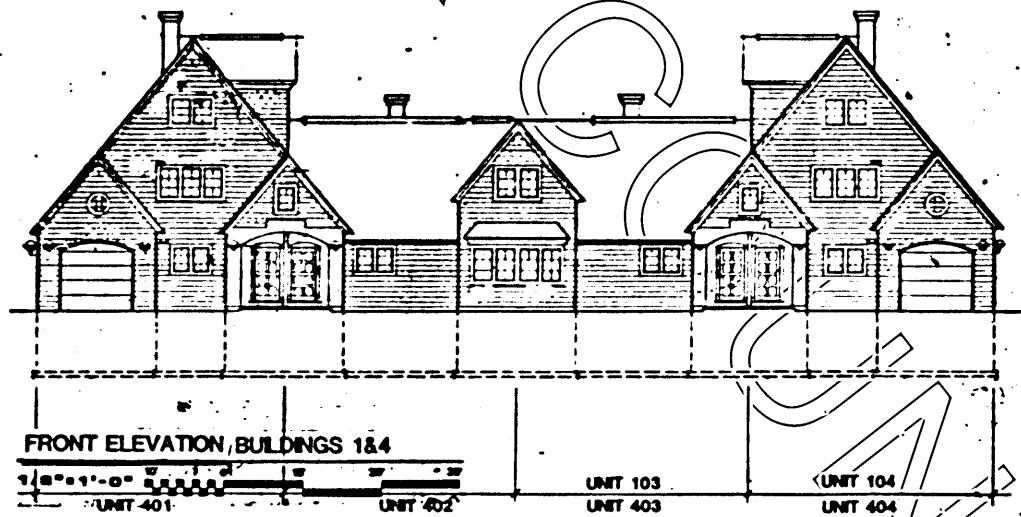
1693 162

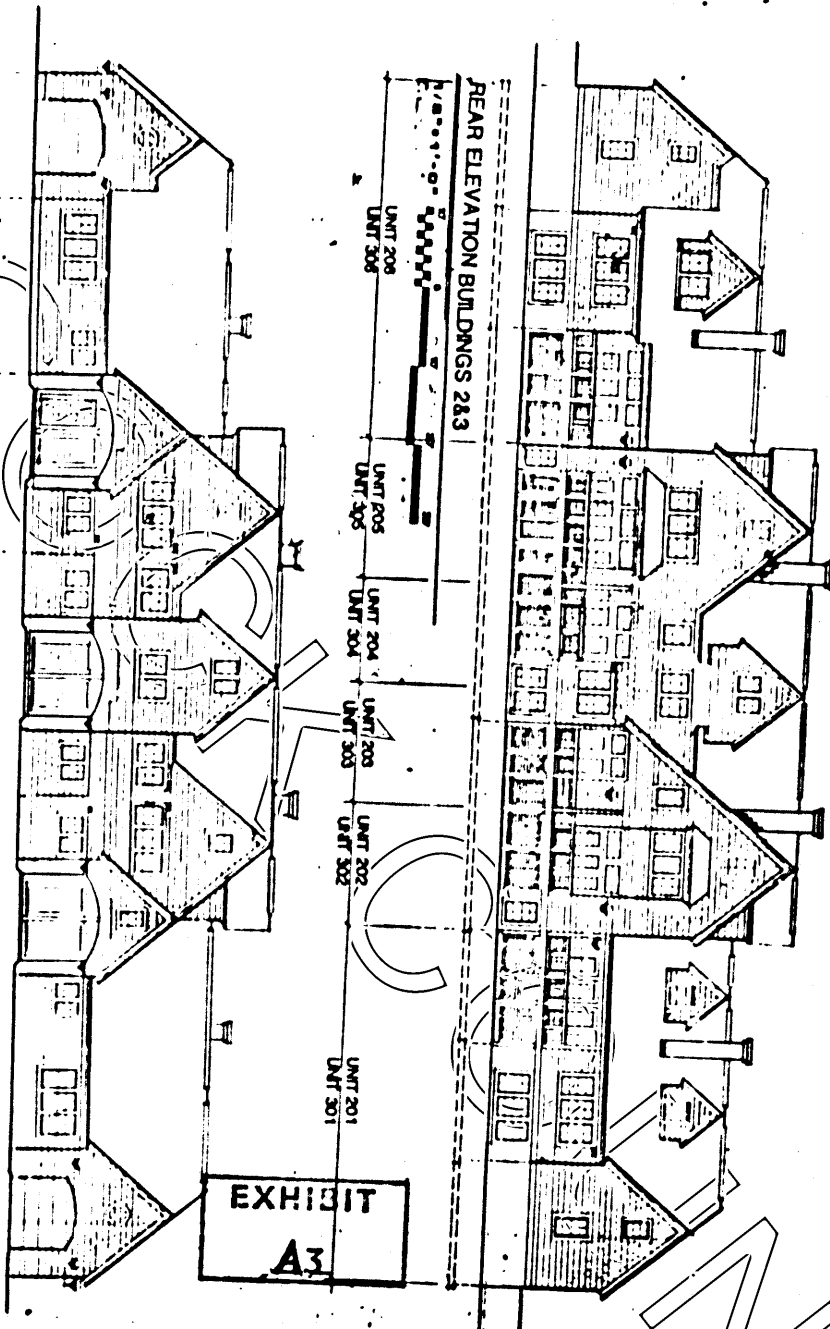
VATION



EXHIBIT

A₂





BUILDING #2

EXHIBIT
A3

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Orange County
Sheriff's Office
San Juan
1-1-60

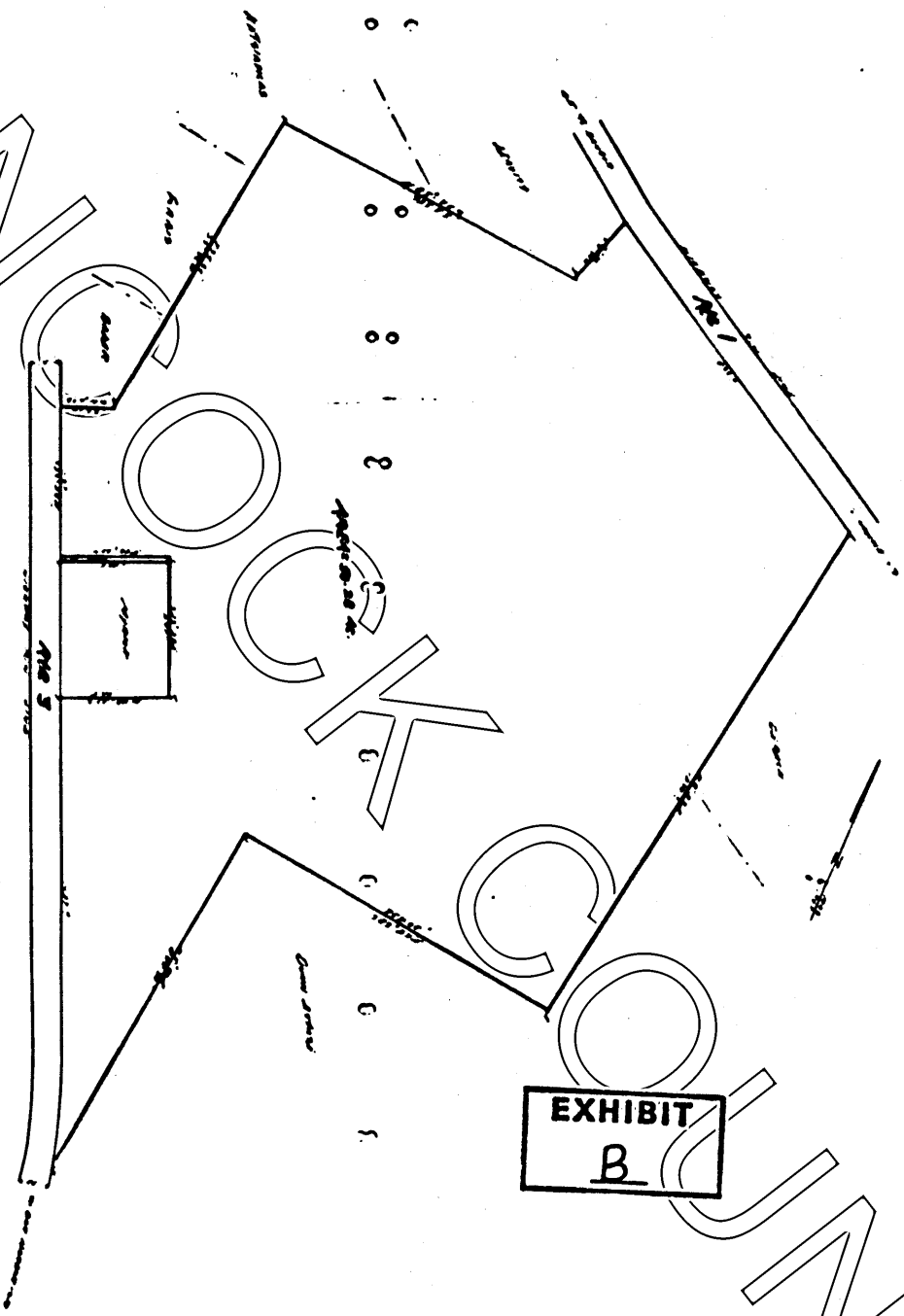


EXHIBIT
B

Filing Fee \$20.00

BOOK 1693 PAGE 165
This Space For Use By
Secretary of State
MAINE

NON PROFIT CORPORATION

STATE OF MAINE

ARTICLES OF INCORPORATION
OF

SECRETARY OF STATE
FILED

December 24, 1987

Secretary of State

For Use By The
Secretary of State

File No. 19880249ND

Fee Paid \$20.00

C. B. _____

Date JAN 14 1988

5

BECKWITH WOODS COMMUNITY ASSOCIATION
(insert corporate name)

COPY

A true copy attested.

Pursuant to 13-B MRSA §403, the undersigned, acting as incorporator(s) of a corporation, adopt(s) the following Articles of Incorporation:

FIRST: The name of the corporation is Beckwith Woods Community Association

SECOND: The corporation is organized for all purposes permitted under Title 13-B, MRSA, or, if not for all such purposes, then for the following purpose or purposes:

THIRD: The name of its Registered Agent and address of registered office: (The Registered Agent must be a Maine resident, whose business office is identical with the registered office of a corporation, domestic or foreign, profit or nonprofit, having an office identical with such registered office.)

Name Dale L. Worthen, Esq.

Street & Number 10 State Street

City Ellsworth, Maine 04605
(zip code)

FOURTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if they have been designated or elected is _____

The minimum number of directors (not less than 3) shall be 3 and the maximum number of directors shall be 9

FIFTH: Members: ("X" one box only)

☐ There shall be no members.

☒ There shall be one or more classes of members, and the information required by §402 is as follows:
See Article III attached.

EXHIBIT

FOR ORIGINAL WHEN RECORDED

BOOK 1693 PAGE 166

... of these articles, if any, including provisions for the regulation of the internal affairs of the corporation, and distribution of assets on dissolution or final liquidation.

See attached sheet

Dated: December 14, 1987

INCORPORATORS

Dale L. Worthen

(signature)

Dale L. Worthen

(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

ADDRESSES

Street 10 State Street

Ellsworth, ME 04605

(city, state and zip code)

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Beckwith Woods Community Association

2375M

ARTICLE III
MEMBERSHIP, VOTING RIGHTS AND SHARES IN THE ASSOCIATION

Section 1. Membership. Every person who is an Owner of a Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners of Lots occupied by Residences with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership by Section 1, above. When more than one Person holds such interest or interests in any such Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Developer subject to this Declaration, or which the Developer has reserved the right to submit to this Declaration by recording a Supplementary Declaration; provided, that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class B membership equals the total votes outstanding in the Class A membership; or

(b) at an earlier date at the convenience of the Developer. However, the Developer shall have the right until the occurrence of the event described in (a) to require that specified actions of the Association or its Board of Directors, as described in a recorded instrument executed by the Developer, be approved by the Developer before such actions can become effective.

from and after the happening of these events, whichever occurs earlier, subject to the second sentence of paragraph (b), above, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

Section 3. Shares. For purposes of dissolution, or distribution of assets only, Class A and B Members shall be deemed to own one (1) share of the assets of the Association for each Lot in which they respectively hold an interest required for membership.

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No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Other provisions of these articles, if any, including provisions for the regulation of the internal affairs of the Association and distribution of assets on dissolution or final liquidation:

Upon a merger or consolidation of the Association with another corporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another corporation may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration within the Properties, together with the covenants and restrictions established upon any other properties as one scheme.

For purposes of dissolution, or distribution of assets only, Class A and B Members shall be deemed to own one (1) share of the assets of the Association for each Lot in which they respectively hold an interest required for membership.

HANCOCK, SS. REC'D MAY 13 1988

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