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MARIAVILLE LOT OWNERS' ASSOCIATION
DECLARATION OF COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by MARIVILLE LOT OWNERS' ASSOCIATION, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of a perpetual non-exclusive easement across certain property in Mariaville, Hancock County, Maine, consisting of all roads and ways as shown on that certain plan recorded in the Hancock County Registry of Deeds and as further described in Schedule A attached.

Declaration: Declarant hereby declares that the perpetual non-exclusive easement across the property described on attached Schedule A shall be held, and maintained subject to the terms of this declaration for the purposes of protecting the value and desirability of properties of members of Declarant. The rights and obligations hereunder shall run with the land and be binding on all parties having or acquiring any right, title or interest in the properties or any part thereof, whether as owners, joint owners, mortgagees, tenants or occupants. All rights hereunder may be enforced by the Association and owners as provided herein.

1. Definition of Terms.

- a. "Association" shall mean and refer to Mariaville Lot Owners' Association.

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b. "Owner" shall mean and refer to the record owner whether one or more persons or entities of any Lot.

c. "Lot" shall mean and refer to each site described on Schedule A which is served by the common rights-of-way. For purposes of this Agreement, adjacent lots in common ownership, occupied as a single site, shall be deemed a single Lot.

2. Association. Declarant is organized and existing for the purpose of maintaining all common rights-of-way leading to, servicing and providing access to members' properties in Mariaville.

3. Members. Lot owners shall be members of the Association and shall be entitled to one vote per lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. When more than one adult person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any Lot.

4. Meetings. The annual meeting of the Association shall be held on May 10th of each year. Any three members may call a meeting at any other time by giving at least thirty (30) days' written notice to all members.

5. Assessments.

a. Annual Assessments. Lot owners shall contribute an amount set by the Declarant, not to exceed One

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Hundred Dollars (\$100) per year for the maintenance of the road.

This annual assessment may be increased or decreased at the annual meeting by a vote of two-thirds (2/3) of the members. The annual assessment shall be due and payable within thirty (30) days after the annual meeting.

b. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or repair of the road. Each member agrees to pay such additional assessments as may be authorized. Any such special assessment shall have the assent of two-thirds (2/3) of the votes of the membership, who are voting in person or by proxy at a meeting duly called for this purpose. Special assessment costs shall be apportioned equally on a per lot basis.

6. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as provided above. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, 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, together with

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interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who is the owner of record of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roads or ways or by abandonment of his lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions hereof. Failure by the Association or by any Owner to enforce such provision shall in no event be deemed a waiver of the right to do so thereafter.

The provisions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the members, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members. Any amendment is not effective until recorded in the Hancock County Registry of Deeds.

7. Officers of Association. The initial officers of the Association, who shall serve until election of officers at the summer 1997 meeting are:

President: Henry E. McPherson

Secretary: Matthew A. Miller

Treasurer: Henry E. McPherson

a. Duties of the President: The President shall exercise general supervision over all the business of the Association. The President, together with the Vice President and Secretary-Treasurer shall determine maintenance needed to be performed on the common right-of-way and shall arrange for accomplishment of such work, subject to the terms of this Agreement.

b. Duties of the Secretary. The Secretary shall keep accurate minutes of all annual meetings of the Association; preserve copies of all communications to and from the

Association; notify the members of the annual meeting and notify all officers of their election.

c. The Treasurer shall maintain the funds of the Association in an interest-bearing account and/or checking account. The Treasurer shall make payment for the bills of the Association as authorized by the President and shall prepare and send to the members, at least annually, a financial statement of the Association.

8. Maintenance. Unless a special assessment is approved for improvements and repairs under the provisions of paragraph 5(b) of this Agreement, upkeep and maintenance of the common right-of-way will be limited to that required by virtue of erosion and ordinary wear to the road surface. The President shall be authorized to undertake such maintenance and upkeep as he or she determines to be required or as requested by the members.

9. Snow Removal. The Association's funds will not be used for winter snow removal, unless agreed by vote of at least three-fourths (3/4) the members. Any member or members may arrange for snow removal at their own expense.

10. Repairs. Each owner shall repair or cause to be repaired, at his or her own expense, any damage caused by said owner or owner's invitees, to the right-of-way which exceeds ordinary wear and tear which would occur through usage for ordinary family and residential purposes.

11. Unobstructed Passage. No member shall obstruct, hinder, or interfere or permit the obstruction, hindrance or interference with the free and uninterrupted use of the right-of-way for access by all members, and their families, tenants, or guests.

12. Enforcement. Without limiting any rights of the Association to seek enforcement in its own name, each member shall have the right to enforce this Agreement against any other member by legal or equitable action. Upon demand by any member, any disagreement as to the rights of any party under the Agreement shall be submitted to binding arbitration in accordance with the current rules of the American Arbitration Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of six percent (6%) per annum. No owner may waive or otherwise escape liability for assessments provided herein by non-use of his Lot.

It is the intent of the members to clarify and define their rights and obligations under prior deeds by joining in this Agreement. Any rights each Owner may have to enforce the maintenance obligations of other Lot Owners as set forth in the original or later deeds to the Lots are preserved.

13. Amendment. This Agreement may be amended only by a written agreement of the membership. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be

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automatically extended for successive ten (10) year periods. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the undersigned and their respective heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, Mariaville Lot Owners' Association has caused this instrument to be signed by its President, Henry E. McPherson, this 30th day of October, 1995.

WITNESS:

MARIAVILLE LOT OWNERS' ASSOCIATION

Matthew A. Miller

By: Henry E. McPherson
Henry E. McPherson,
Its President
Hereunto duly authorized

STATE OF MAINE
COUNTY OF PENOBSCOT, ss.

December 26, 1995

Then personally appeared before me the above-named Henry E. McPherson in his capacity as President of Mariaville Lot Owners' Association and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Association.

Matthew A. Miller
Name:
Attorney-at-Law
Notary Public

SEAL

MATTHEW A. MILLER
NOTARY PUBLIC, MAINE
Commission Expires October 18, 1998

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SCHEDULE A

RIGHT OF WAY DESCRIPTION
MARIAVILLE LOT OWNERS' ASSOCIATION

All right of ways as shown on a Plan entitled, "Division of Land of Union-River Realty Trust", dated October 26, 1995 and recorded in the Hancock County Registry of Deeds, Map File 27-41.

Also, as mentioned in a deed recorded in the Hancock County Registry of Deeds in Book 2454, Page 10, a right of way along an existing gravel road from the intersection of Route #179 to the southeast corner of Lot #1 of the above-mentioned Plan.

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REGISTER OF DEEDS
HANCOCK COUNTY SS.

Maryje Bismarck

REGISTER