

**GOLD COAST SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS**

In this declaration, the *Declarant* is **Indian Brook Corp.**, a Maine corporation with a place of business in Southwest Harbor, Maine. The *Property* means the real property described below. A *Lot* means any of the numbered and lettered lots shown on the plan described below. The *Subdivision* means the Lots GC A, GC B, GC C, GC 1, GC 2, GC 3, GC 4, GC 5 and Gold Coast Commons as set forth on the plan entitled Gold Coast Subdivision, Fernald Point Road, Southwest Harbor, Maine, dated February 6, 2003, and recorded in the Hancock County Registry of Deeds in File 31, No. 98. An *Owner* means any owner of any Lot, other than mortgagees or others who hold title solely as security. (The *Association* means Gold Coast Homeowners Association, a Maine nonprofit corporation.

DECLARATION

The Declarant, being the owner of the Property, in order to provide for the maintenance of the common access road and common sewer and storm water improvements serving the Lots, and to provide the responsible management of the Lots, hereby declares that the Property is, and forever after shall be, held, transferred, sold, and conveyed subject to the covenants, restrictions, easements, liens, and charges set forth below, which shall run with the land and may be enforced by the Declarant, the Association, or any Owner.

PROPERTY SUBJECT TO THIS DECLARATION

The Property which is subject to this Declaration is located at Southwest Harbor, Hancock County, Maine, and is more particularly bounded and described as Lots GC A, GC B, GC C, GC 1, GC 2, GC 3, GC 4, GC 5 and Gold Coast Commons as set forth on the plan entitled Gold Coast Subdivision, Fernald Point Road, Southwest Harbor, Maine, dated February 6, 2003, and recorded in the Hancock County Registry of Deeds in File 31, No. 98.

Lot Restrictions

1. No Lot shall be further divided nor shall any road of the Subdivision be extended so as to allow through traffic to points outside the Subdivision.
2. All Lots shall be used and improved solely for single family detached residential homes and no structure or improvement upon any Lot may be left in an unfinished condition for an indefinite or unreasonable period after it is commenced.
3. No trailers, campers, motor homes or mobile homes designed for use with or without wheels shall be stationed on any Lot intended for use as the residential dwelling of the Owner or their guests.

4. No elevated tanks shall be permitted on any Lot. Any tanks used in connection with a dwelling, if not buried, shall be enclosed by an adequate wall or screen fence so as not to be visible from adjoining properties or the ways of the Subdivision.

5. All garden equipment, lawn maintenance equipment, sporting equipment or recreational equipment shall be kept in enclosed areas.

6. No Lot may be used in whole or in part for the storage of rubbish or solid waste of any character whatsoever or for the storage of any materials or things that would cause the premises to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any thing or material, that is not otherwise prescribed or permitted by these Covenants and Restrictions, be kept on any Lot that emits a foul or obnoxious odor or shall emit any noise that would unreasonably disturb the general peace and serenity ordinarily associated with a residential setting.

7. No Lot shall be used for the parking or stationing of vehicles or equipment except that relating to the personal use and recreation of the Owners and their guests.

8. No animals other than customary household pets or recreational animals may be kept on any Lot.

9. No hunting or trapping or disturbing of the wildlife (other than the fencing of gardens and yards) shall be permitted on any Lot.

10. No driveway shall be constructed on any Lot in such a manner as to increase the existing flows of storm water runoff from that Lot onto adjacent Lots or properties.

11. No development upon any Lot shall be constructed in such a manner as to channelize normal surface water flows from that Lot onto adjacent Lots or properties.

12. The development of all Lots shall be consistent with the storm water management plan for the Gold Coast Subdivision, as attached hereto and made part hereof as Exhibit A, including but not limited to the provisions of the storm water management plan that specifically apply to the Owner's particular Lot.

Road and Sewer Provisions

1. The Gold Coast Road, the Subdivision road, will be constructed by the Declarant as soon as approvals are obtained. It will conform to or exceed all applicable municipal codes and will be paved.

2. Each Lot is hereby granted an appurtenant easement over the Gold Coast Road as shown on the Subdivision plan for all purposes of a way, including ingress, egress and utility services as defined in Sec. 458, Title 33, MRSA, and any amendment thereto.

3. A gravity sewer line and force main will be laid in the locations shown on the Subdivision plan. No septic or other onsite disposal systems are to be used. All building

sewers will connect to the sewer by gravity or pump connection and effluent will be transported by the force main to the municipal sewer connecting point on Carroll's Hill. All sewer system improvements shall be constructed to Town of Southwest Harbor municipal standards, for acceptance by the Town as part of the Town's public sewer system. Pending such acceptance, all sewer improvements will be operated and maintained as a private sewer system primarily for the use and benefit of the Owners. Until accepted by the Town as a public sewer, all connections to the sewer must be made through the Declarant or the Association.

Maintenance Obligations; Homeowners' Association

Until such time as three Lots shall have been sold to parties other than the Declarant, the Declarant shall be solely responsible for maintenance, repair and replacement of all common infrastructure elements as shown in the approved Subdivision plan, to include road, storm water and sewer improvements, including sewer line, lift station and lift station pumps. Upon sale of the third subdivision Lot, the following provisions shall apply:

1. All Owners are members of the Association and must pay their share, as set forth below, of the costs of operation, maintenance, repair and replacement of the road, storm water and sewer improvements, including, but not limited to such items as the costs involved with the lift station, care and repair of the road including snow plowing and the like. This obligation to pay is a personal obligation of the Owner and may be collected in the manner set forth below.

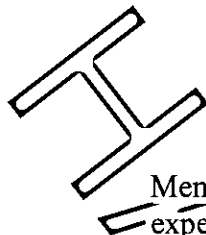
2. Association expenses and burdens shall be allocated in percentage shares as follows:

Road and Storm Water Maintenance and Repair:

Lot GC 1	4%
Lot GC 2	7%
Lot GC 3	10%
Lot GC 4	10%
Lot GC 5	12%
Lot GC A	19%
Lot GC B	19%
Lot GC C	19%

Sewer Maintenance, Repair and Replacement:

Lot GC 1	12.5%
Lot GC 2	12.5%
Lot GC 3	12.5%
Lot GC 4	12.5%
Lot GC 5	12.5%
Lot GC A	12.5%



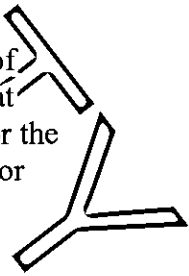
Lot GC B 12.5%
Lot GC C 12.5%

Members of the Association shall be entitled to vote on all contracts, assessments, and expenditures by the Association in accordance with their respective shares as shown above with respect to the item concerned. With respect to all other matters affecting the Association, to include adoption of bylaws or selection of a Commissioner, each Member of the Association shall be entitled to cast one vote for each Lot owned by that Member.

3. Upon sale of the third Lot, the Association shall promptly meet, organize and adopt bylaws. In default of such a meeting or in default of adoption of such bylaws by the Association, any member of the Association may call for a meeting of the Association in the manner provided in 23 M.R.S.A. § 3101, as amended. At the initial such meeting, the Association shall choose a Commissioner as provided in section 3101. The Commissioner so chosen shall have the power to determine the amount of money required for operation, maintenance, repair and necessary replacement of the common road and all common storm water and sewer improvements, including, sewer lines, lift station and lift station pumps over the subsequent calendar year, subject to the limitations provided in section 3102. Provided further that road repairs for this purpose shall include repair or necessary replacement of existing paving. The amount so determined by the Commissioner shall be allocated among the members as provided in paragraph 2 above, and the allocated portion thereof shall be assessed upon each member and may be collected as provided in 23 M.R.S.A. §§ 3102 and 3103.

4. All Owners shall promptly pay in full, their proportional share of all charges and assessments that may be made by the Association in accordance with its bylaws, or by the Association's Commissioner as provided in 23 M.R.S.A. § 3103. All Owners consent to collection of their respective shares of any unpaid assessments in the manner provided in 23 M.R.S.A. § 3103 to include recording and foreclosure of liens for this purpose, which liens may include unpaid charges and assessments for operation, maintenance, repair and replacement of common road, common storm water and sewer improvements, in addition to the cost of common road repairs as provided in section 3101.

5. In default of action by the Association or the Association's Commissioner to undertake or provide for necessary maintenance, repair or replacement of common road, storm water or sewer improvements, which default shall cause such road, storm water or sewer improvements to violate any condition of subdivision approval, any provision of the storm water management plan for the Gold Coast Subdivision, as attached hereto, or any health or safety code or provision adopted by the Town of Southwest Harbor or other legal authority, the Town of Southwest Harbor, upon due notice in writing to the Association and its members, may, but shall not be obligated to, exercise all powers of the Commissioner as provided herein and in 23 M.R.S.A. § 3101 et seq., provided that monies recovered by the Town under sections 3102 and 3103 in that event shall be for the use and benefit of the Town in performing or providing for such maintenance, repair or replacement, section 3104 notwithstanding.



6. If a party, other than an Owner, seeks to connect to the sewer, the Association will determine if this is desirable and acceptable and, if so, under what terms. Further, during the ten years following the date of this Declaration, the consent of the Trustee of The Gillespie Pinckney Street Real Estate Trust, if the Trust still exists, and Edmund S.B. Gillespie, if he is still living, must also be obtained. In no event shall the Association authorize additional connections that would, in combination with existing connections, surcharge the capacity of the existing sewer line or other sewer improvements or require replacement or enlargement thereof; or that would violate any approval, permit, discharge or flow limitation imposed by the Town of Southwest Harbor with respect to the existing sewer line.

7. At such time and in the event that the Town of Southwest Harbor agrees to accept dedication of the sewer, storm water and/or the road improvements, the Association, by appropriate instruments, may transfer its functions, or any of them, to the Town, provided that the Association, by vote of its membership, may agree to retain the obligation of operation, maintenance, repair or replacement with respect to any or all of the sewer, storm water or road improvements as a condition of the Town's acceptance of such improvements as public improvements.

Tree Height Restriction

Specifically, Lots GC 1, GC 2, GC 3, GC 4, GC 5 and Gold Coast Commons (herein the "Encumbered Lots") shall be subject to height limitations on the tree growth for each of the respective Lots for the benefit of the Owners of Lots GC A, GC B, GC C and of the abutter, the Trustee of the Gillespie Pinckney Street Real Estate Trust, his successors and assigns; such tree growth height not to exceed 170 feet above Mean Sea Level (MSL), reference datum NGVD '29.

Lots GC 1, GC 2, GC 3, GC 4, GC 5 and Gold Coast Commons shall be subject to the following rights of the owners of Lots GC A, GC B, GC C and of the abutter, the Trustee of the Gillespie Pinckney Street Real Estate Trust, his successors and assigns, (herein "Benefited Owner") herein namely:

1. Upon 2-week written notice sent by certified mail or delivered in hand, the Benefited Owner shall notify the Owner of the Encumbered Lot of the following: (a) the Benefited Owner, or his employee or agent, shall enter upon the Encumbered Lot for the purpose of topping trees down to a height of no more than 170' above Mean Sea Level of the waters of Southwest Harbor, (b) the date and time of such entry (the time within which the work is to be done shall commence no sooner than 8:30 a.m., and shall terminate no later than 4:30 p.m.); (c) the expected duration of such work; and (d) an outline of the work to be performed, including general location.

2. The Owner of the Encumbered Lot shall have the option to have the particular tree chosen by the Benefited Owner for topping, cut down and removed by the Owner instead.

3. All slash and other debris caused by such work shall be promptly removed and the surface of the ground of the Encumbered Lot shall be promptly restored to its condition prior to the commencement of the work, by the Benefited Owner, or his employees or agents.

4. All work shall be performed at the sole cost and expense of the Benefited Owner, who shall also indemnify the Owner of the Encumbered Lot from such cost and expense, and any damage caused by such work. Benefited Owner shall be responsible for the court costs, including reasonable attorney's fees, incurred by the Owner of the Encumbered Lot in either defending a claim for such cost and expense, or enforcing this indemnity covenant.

5. For the purposes of 10 MRSA § 3251, such work is not being done "by virtue of a contract with or by consent of the" owner of the encumbered lot, and whoever performs such work shall be so notified by Benefited Owner.

Old Dole Trail

The trail depicted on the Subdivision plan and labeled "Old Dole Trail" extending northerly from the cul-de-sac of the Subdivision road to the northerly lot line of this Subdivision shall be preserved as an unimproved right-of-way, but only for the purposes of footpath, access, public recreation and access for such other public rights as may exist as of the date of this instrument, and shall not be obstructed in any way.

IN WITNESS WHEREOF, Indian Brook Corp. has caused this instrument to be signed and sealed in its corporate name by its undersigned officer, hereunto duly authorized, this 21st day of September, 2004.

Witness:

Indian Brook Corp.

By: [Signature]
Edmund S.B. Gillespie
Its President

STATE OF MAINE

HANCOCK County

9/21, 2004

Personally appeared the above named Edmund S.B. Gillespie, President of Indian Brook Corp., and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

[Signature]
Notary Public/Attorney at Law

NATHANIEL R. FENTON

Print or type name as signed

HANCOCK COUNTY

Exhibit A**GOLD COAST SUBDIVISION
STORM WATER MANAGEMENT PLAN**

The storm water management plan, affecting all future development and improvements at the Gold Coast Subdivision, requires maintenance of existing site runoff characteristics to the full extent practicable. The plan includes: (1) assuring that the Lots in the Subdivision will be developed in a manner that will maximize the existing tendency of the land to allow for surface water infiltration; (2) constructing a road above station 4 + 50 which does not redirect runoff down along the west side of the road corridor; and (3) ensuring that development of Lots GC 1, GC 2, GC 3, and GC 4, lots east of the Gold Coast Road, does not adversely impact abutting properties to the east, now or formerly of Escholtz and now or formerly of Buell. To accomplish these objectives, the following measures will be implemented:

- (1) The Gold Coast Road will be designed and constructed with several west to east cross-culverts at points where field conditions indicate west side water will or can be accumulated and east side conditions allow for surficial dissipation, infiltration and/or other unchannelized runoff solutions;
- (2) Lot owners are required to maintain the minimum of a twenty-five (25) foot buffer on the south or downstream side of their lots in near-original surface conditions to allow for runoff to continue flowing into available bedrock fissures; and
- (3) Lot owners are required to minimize potential for planned structural and nonstructural improvements to concentrate runoff or direct runoff to downstream abutters by implementing the following:
 - (a) direct any roof drainage or guttering systems to flow into existing or constructed infiltration basins, fissures, or similar device;
 - (b) use the driveway as a runoff barrier directing runoff away from abutters, flowing the water west toward the road and allowing it to infiltrate and/or seep through underdrain type cross channels under the driveway;
 - (c) place the driveway below as much of the site development as practicable;
 - (d) vegetate smooth landscaped transition areas between existing unaltered areas and east rear and south side improvement edges while maximizing amount of altered area uphill of driveway and west of the house which can be controlled by the driveway barrier; and
 - (e) take other landscape measures which promote infiltration and help runoff be confined by downstream edge of proposed improvements. A certified Maine Engineer will be responsible for selecting location of the Gold Coast Road cross culverts and measures taken at the outlets therefrom as part of construction services.