

PROTECTIVE COVENANTS FOR CATERPILLAR HILL SITES

The purpose of these covenants is to protect the natural beauty of Caterpillar Hill and maintain the rural character of the Penobscot-Blue Hill Bay Peninsula, as well as protect the privacy and visual perspectives of the ten property owners of the Caterpillar Hill Sites development. In this interest, Grace Ladd Dillon, Trustee, owner of the development, hereby records this Declaration of Protective Covenants, and hereinafter referred to as the "Grantor", in connection with the approved subdivision plan titled "Subdivision Plan of Caterpillar Hill Sites, Sedgwick, Maine" dated July 6, 1987, previously recorded in Plan File 21, No. 19, of the Hancock County Registry of Deeds, hereinafter referred to as the "Plan" and declares that the real property shown on the Plan is and shall be held, leased, transferred, and occupied subject to the covenants and easements contained herein.

1. Compliance with Land Use Laws

All siting, construction, excavation, sewage disposal, water supply, and storm water drainage shall be in accordance with all applicable local and state laws, codes, ordinances and regulations.

2. Design of Exterior Materials for Structures

Exterior materials for all structures shall blend with their natural environment through choice of color and texture.

3. Modular and Temporary Residence Structures

Residences shall be constructed in such a manner that no single pre-assembled section or module shall compose more than 10 percent of the completed structure.

Campers, tents, and tent-campers shall not be used for residential purposes except those of temporary camping.

4. Signs

Lot owners may install a sign of not more than 2 square feet in area for the purposes of identifying the owner of the lot or name and number of the premises. Any such sign shall be compatible with its immediate environment and shall not be illuminated with lighting more intense than a 150 watt, filament-type bulb.

5. Completion of Construction

Construction of the exterior of any structure must be completed to final finish materials and colors within 18 months of beginning construction.

6. Nuisance Conditions

No condition or activity that is dangerous, noxious, noisy, or offensive to neighboring landowners shall be present or conducted on any lot.

7. Viewpoint

Each lot owner shall have the right to visit the "Viewpoint" located on the Plan for the purpose of quiet entertainment, and shall have access to the Viewpoint from either of the two "Viewpoint Access Origins" located on the Plan, and shall proceed directly to the Viewpoint along a pedestrian pathway. The Viewpoint consists of the area within a circle of 50 foot radius centered on the bolt fixed in a granite slab as located on the Plan.

Hours of visitation are restricted to those included from two hours after sunrise until one hour following sunset.

Noisy or disorderly conduct is a violation of the right of visitation.

8. Field Maintenance

The existing field designated as "No. 1 Field" on the Plan shall be mowed biannually to maintain its open character. The expense of such biannual mowing shall be borne by the Caterpillar Hill Sites Association, hereinafter referred to as the "Association".

9. Roads, Easements, and Maintenance Costs

For the purpose of maintaining roads, utility easements, and any common areas or services required or desired within the Caterpillar Hill Sites development for the

general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot of the development, agrees to and shall be a member of and be subject to the obligation and duly enacted Bylaws of the "Caterpillar Hill Sites Association". Each lot owner shall pay to the Association or its authorized representative his proportionate share of the expenses of the Association in carrying out its functions on the payment schedule determined appropriate by the Association.

With respect to the private road connecting the lots to Maine Route 15 and located within a 100 foot wide right-of-way, the grantor reserves to itself, its successors and assigns, the right to use all such roads for all purposes of transportation, and the obligation to maintain such roads. It is expressly intended that these roads remain private and will not now or at any future date come under town ownership or responsibility.

Lot owners shall be deeded the right to use for vehicular travel only that section of the right-of-way that provides immediate access from Route 15 to their lot and that section directly traversing or abutting their lot.

Annual maintenance expenses shall be shared equally between all lot owners. Winter use expenses such as, but not limited to, snowplowing shall be shared equally between lot owners using the road during the winter season. Each lot owner shall be individually responsible for the construction and maintenance of any private driveway extending from the right-of-way to their own homesite.

In addition, the Grantor reserves to herself, its successors and assigns, the right of reasonable access thereto within said 100 foot wide right-of-way to permit use of or assign such easements for the purpose of allowing installation and maintenance of utility lines and other similar services.

No lot owner shall construct any access road opening upon Maine Route 15; the sole Route 15 entrance shall be that one already constructed by the Grantor.

10. Access to Amenities

The Association or its authorized representative shall have the irrevocable right, to be exercised by its Manager or other designate, to have access to each parcel from time to time during reasonable hours, as may be

necessary for the maintenance of any common areas or right-of-way.

11. Enforcement

The violation or attempted violation of any covenant or restriction in this Declaration is hereby declared a nuisance which may be remedied by any appropriate legal proceeding, following proper notification of the Association regarding the violation and the timely attempt by the Association to negotiate the remedy and removal of the violation.

Specifically, if any lot owner shall attempt, violate, or permit any violation of any of the covenants, restrictions or reservations described above, the Grantor or any lot owner may notify the President of the Association by written notice of observation of the violation or attempted violation. The President and Association shall have 60 days from receipt of such notice to negotiate the remedy and removal of the observed violation. If the grantor or any lot owner is not satisfied with the result of said negotiation, at the conclusion of the allowed period of negotiation he or she may commence proceedings at law or in equity to recover damages or other awards for such attempts, violations, or permitting of the same, or to enjoin the furtherance or continuation of such attempts or violations, or both.

If the final judgment is rendered against lot owner, the owner agrees to pay all reasonable costs, including attorney's fees, incurred in the prosecution of said claim. Proceedings may be maintained irrespective of the waiver of any prior violation or attempt by the same or other lot owners, and the failure to enforce any one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto.

12. Amendment or Termination of Covenants

At a meeting of the Association duly held not earlier than January 1, 2013, the then current lot owners of record may terminate or amend any or all of the provisions set forth in this Declaration, by a unanimous vote of the membership of the Association, which amendment or termination shall become effective upon the recording therefore. If no such amendment or termination is recorded by March 1, 2013, this Declaration shall automatically renew for another 25 year period, and in like manner for each 25 year period thereafter.

13. Severability

If any provisions of this Declaration, or its application to any persons or circumstances, is invalid or unenforce-

able, then the remainder of this Declaration, or the application of such provisions to other persons or circumstances, shall not be affected thereby.

WITNESS my hand and seal this 25 day of August, 1987.

Grace Ladd Dillon
Grace Ladd Dillon, Trustee

STATE OF MAINE
HANCOCK, ss.

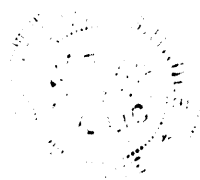
Dated: August 25, 1987

Personally appeared the above-named Grace Ladd Dillon, Trustee, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Subscribed and sworn to before me,

Louise M. Brindle
notary public

Louise M. Brindle
(print or type notary's name in black ink)



HANCOCK, SS: REC'D SEP 3 1987 AT 10 28 AM

HANCOCK COUNTY