

DECLARATION OF COVENANTS

GREEN LAKE HOMEOWNERS ASSOCIATION

In this Declaration, the *Declarant* is **Champion Realty Corporation**, a Delaware corporation with a place of business in Montvale, New Jersey. The *Property* means the real property described below. A *Lot* means any of the numbered lots shown on the plans described herein, except as set forth below. An *Owner* means any owner of any Lot, other than mortgagees or others who hold title solely as security. The *Association* means Green Lake 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 roads serving the Lots and the responsible management of the Lots shown on the plans, 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 Green Lake in Ellsworth, Hancock County, Maine, and is more particularly bounded and described as those numbered lots and the 1.6 acre unnumbered lot as set forth on the Disposition Plans entitled *Jordan Way, Green Lake, Ellsworth, Maine*, dated March 10, 2003, and recorded in the Hancock County Registry of Deeds in File 31, Pages 141, 142, 143. Some of the lots shown on said plans consist of more than one numbered historic leased lot. Each resulting combined lot is considered one single lot for purposes of this Declaration. The Property also includes any lots which the Declarant may add from time to time in the future by recording a supplement or supplements to this Declaration. Each such added lot shall be a Lot as defined herein, and such Lot, together with any common access roads serving it, shall be subject to and benefited by this Declaration as though originally identified herein.

COVENANTS, RESTRICTIONS, EASEMENTS, LIENS, AND CHARGES

1. Every Lot includes an appurtenant easement to use the common access roads serving the Property for purposes of access to the Lot, but this easement is subject to the terms of this Declaration and the bylaws, rules, and regulations of the Association. The common access roads include the roads providing access to the Lots as shown on said plans of the Property. For purposes of this Declaration, however, common access roads do not include a) the road on land now or formerly of William C. Gardner, Jr. et al as described in the easement agreement recorded in Book 2805, Page 307, b) that portion of the road on land now or formerly of Dale Henderson Logging, Inc. commencing on

the southwesterly sideline of Lot 5 extending in a southwesterly direction to Jordan Way as shown on said plans of the Property, or c) that portion of the road on land now or formerly of Dale Henderson Logging, Inc. known as Dale's Way except to the extent the same is depicted on said plans of the Property. No easements or rights of any kind are hereby granted in any other roads on lands of the Declarant or in which the Declarant has any interest other than as specifically described herein, nor may any such easement or rights be implied in any conveyance of a Lot with reference to said plans. Every Lot crossed by a common access road is burdened by the easements benefiting the other Lots. Every Lot which is crossed by a driveway, footpath, utility line, drainage route, or other appurtenance or facility for the benefit of one or more other Lots or other land of the Declarant shown on said plans is burdened by an easement benefiting such other Lots or land, but only to the extent the same is depicted on said plans and only in the locations depicted on said plans. The location of the common access roads is as shown on the plans of the Property described above and as shown on the plans attached to said Easement Agreement. If the location of any portion of a common access road cannot be determined with certainty from the said plans, then the centerline of the strip of land burdened by this easement shall be presumed to be the centerline of the existing road.

2. The easements granted by this Declaration are not exclusive. The Declarant may use the common access roads to benefit its adjoining lands or the lands of others and may grant similar or additional easement rights to others.
3. By acceptance of a deed of a Lot, every Owner expressly acknowledges, for himself and for his heirs, successors, and assigns, that the use of any road over other lands of the Declarant is at all times subject to the access charges, gate fees, and other regulations which the Declarant or its agents may impose.
4. Travel upon said roads and the use of any driveways and footpaths is entirely at the risk of those electing to do so, and every Owner, by acceptance of a deed of a Lot, agrees to indemnify and hold the Declarant, its successors, or assigns, harmless from and against all liability, cost, and expense arising out of the use of said roads, driveways and footpaths by the Owner or by others at their invitation.
5. Each Lot may be used only for single-family, residential purposes and may not be used for more than one such residence, unless more than one such residence exists on a Lot at the time of this Declaration and is depicted on said plans. No Lot may be used for commercial purposes. Use of any Lot shall at all times comply with applicable laws, rules, and regulations.
6. The installation, repair, maintenance, and replacement of any wastewater and/or septic disposal systems and appurtenances thereto on any Lot shall at all times comply with all applicable laws, rules, and regulations, including, but not limited to, the Maine Subsurface Wastewater Disposal Rules.

7. No Owner shall divide, lease, sell or offer to divide, lease or sell any portion of a Lot less than the whole, other than a transfer to an abutting owner of record for the purpose of adjusting or relocating a common boundary line(s), within five (5) years from the date of recording of that Owner's deed from the Declarant.

8. The Association has the right to make decisions concerning the maintenance and improvement of the common access roads. No Owner may independently undertake any such maintenance or improvement. The common access roads do not include driveways, which are defined as roadways or road segments which serve only a single Lot. Any questions as to whether particular roads or segments are common roads or driveways shall be decided by the Association. The Declarant is not obligated to construct, repair, or maintain any road, whether or not shown on said plans.

9. Every Owner is entitled to be a voting member of the Association. An equal number of votes in the Association shall be allocated to each Lot.

10. In order to pay for a) road maintenance (which shall not include snow removal or other expenses to keep the roads passable during the winter) and improvement, and (b) related administrative costs, the Association may levy an assessment against each Lot (except for any Lots owned by the Declarant), which is a personal obligation of the Lot's Owner(s), may be collected by an action in any court of competent jurisdiction, and constitutes a lien upon the Lot until paid. This lien may be enforced by any method provided by law, now or hereafter, for the enforcement of liens, including, but not limited to, the methods provided for the foreclosure of mortgages. The obligations secured by this lien also include all costs of collection, including, but not limited to, attorney fees, paralegal fees, and court costs, together with interest at a rate to be set by the Association (but which interest rate shall not be higher than permitted by law).

11. The assessments shall be made equally against all of the Lots (but not including any Lots owned by the Declarant), except for expenses caused by or arising from the actions or negligence of particular Owners or their invitees, which shall be assessed exclusively against such Owners and their Lots.

12. This Declaration constitutes notice of the lien hereby created. The priority of any lien arising hereunder, whether or not further evidenced by the later recording of any claim or certificate of lien, shall relate back to the date of this Declaration.

13. The Association may fulfill its maintenance and improvement responsibilities in cooperation with any similar organization, and it may merge with or become a part of another association. Provided that such successor association gives the Owners the same or similar rights as are provided by this Declaration, then this Declaration shall remain effective and may be enforced by any such successor association.

In witness whereof, Champion Realty Corporation has caused this instrument to be signed and sealed in its corporate name by its undersigned officer, hereunto duly authorized, this 18th day of MARCH, 2003.

Witness:

Officer J. J. J.

Champion Realty Corporation

By: Allen D. Moore

Its: VICE - PRESIDENT

Printed name: ALLEN D. MOORE

STATE OF NORTH CAROLINA

Mecklenburg County

march 18, 2003

Personally appeared the above named Allen D. Moore, in his/her capacity as VICE - PRESIDENT and acknowledged before me the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of Champion Realty Corporation.

Diana Cornelius

Notary Public

DIANA CORNELIUS

SEAL

Print or type name as signed

My Commission Expires February 27, 2007

HANCOCK COUNTY

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④ E/R: Eaton L.C. - B

BYLAWS
OF
GREEN LAKE HOMEOWNERS ASSOCIATION

Restated November 22, 2003

Article 1
Name and Objectives of Corporation

Section 1.1. Name. This corporation shall be known as **Green Lake Homeowners Association** hereinafter called the *Association*.

Section 1.2. Objectives. The Association shall be obligated to maintain and repair the access roads which run through and serve certain lots in the Green Lake development in Ellsworth, Maine, described in Exhibit A, which lots are hereinafter called the *Development*, and to manage and care for the common areas and facilities owned by the Association. "Access roads" as used in these Bylaws is defined in Exhibit A attached. The Association shall not be obligated to maintain or repair any driveways or common driveways leading from the access roads, whether or not the same are depicted on the plans of the Development.

Article 2
Membership

Section 2.1. Membership. The membership of the Association shall be limited to all persons who own a lot (including any future lot subdivided from a current lot) in the Development. Any person or entity who holds an interest in a lot only as security shall not be a member of the Association. Each owner, or joint or common owner, of a lot in the Development shall be a member of the Association.

Section 2.2. Annual Charge. Each member shall pay to the Association the *Annual Charge* as established by the Association. The Annual Charge shall be used to achieve the objectives of the Association. The Board of Directors shall establish the date or dates (if paid in installments) on which the Annual Charge shall be due.

Section 2.3. Amount of Charge. The Annual Charge shall be established on a yearly basis at the annual meeting of the Association. No further assessments may be made unless specifically approved by the Association at a special meeting of the Association called pursuant to these Bylaws.

Section 2.4. Default. In the event of default by any member in paying to the Association the Annual Charge, then the member in default shall be obligated to pay interest at the highest legal rate allowed by law on such common charges from the due date thereof as determined by the Association, together with all expenses, including reasonable attorney's fees, incurred by the Association in any proceedings brought to collect such unpaid common charges. The Association shall have a lien on the lot of any defaulting member to secure the payment of such charges, interest, expenses, costs, and

fees, which lien may be enforced in any manner provided for the foreclosure of mortgages or liens under Maine law.

Section 2.5. Membership Nonassignable. Membership and the rights and privileges of a member shall not be assignable, but shall always be an incident of lot ownership.

Section 2.6. Vote. Each member shall have one vote, in person or by proxy at a meeting of the members; provided, however, that if two or more members have or hold common or joint ownership to any lot in the Development, only one vote shall be cast for each lot with common or joint ownership, but the owner of more than one lot shall have one vote for each lot. The designation of any proxy shall be made in writing to the Secretary of the Association, and shall be revocable at any time by written notice to the Secretary.

Article 3

Directors and Officers

Section 3.1. Board of Directors. The officers of the Association shall also serve as the Board of Directors. There must always be at least three directors. Co-owners of a lot may both serve as directors.

Section 3.2. Officers. The officers of the Association shall consist of a President, Vice President, Secretary, and a Treasurer. One person may hold more than one office, but there must always be at least three people serving as officers.

Section 3.3. President as Committee Member. The President shall be a member, ex officio, of all committees.

Section 3.4. Qualifications. The officers of the Association shall be members of the Association.

Article 4

Meetings

Section 4.1. Annual Meeting of Members. The date of the annual meeting of members of the Association shall be established by the directors of the Association. Notice of the time and place of holding the annual meeting shall be mailed to each member not less than ten nor more than fifty days before the date of each annual meeting.

Section 4.2. Special Meeting of the Association. Special meetings of the Association members may be called by the President, or upon request of seven members to the President made in writing. Notice of the meeting shall be mailed to each member not less than ten nor more than fifty days before the date of the meeting, and at such special meeting there shall only be considered such business as is specified in the notice of meeting.

Section 4.3. Quorum for Meeting. At all meetings of the Association, either regular or special, the presence of members in good standing, in person or by proxy, entitled to cast one third of the total number of votes in the Association, shall constitute a quorum.

Section 4.4. Lack of Quorum. If a quorum is not present, the presiding officer may adjourn the meeting to a day and hour set by such officer. The members present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 4.5. Location. Meetings of the Association shall be held at a suitable place convenient to the members and such place shall be specified in the notice of the meeting.

Section 4.6. Ratification. Members not present at a meeting may, within thirty days after the meeting, ratify any vote taken at the meeting by sending written notice to the President. Such written ratification shall have the same effect as if the members had been present and voting at the meeting.

Article 5 Election of Officers

Section 5.1. Elections. The terms of the officers of the Association shall be for two years, and they shall be elected by plurality vote at the annual meeting of the Association.

Section 5.2. Vacancies. If a vacancy occurs among the officers, the Board of Directors shall fill said vacancy for the remainder of the officer's term.

Section 5.3. Removal. Any officer may be removed from office if so voted by members of the Association entitled to cast at least three-fourths of the total number of votes in the Association.

Section 5.4. Nominating. Nominations may be made by any members of the Association at the election meeting.

Article 6 Duties of Officers

Section 6.1. President. The President shall preside at all meetings of the Association and shall appoint such committees as the President or the Association shall consider expedient or necessary.

Section 6.2. Vice President. In the absence of the President, the Vice President shall perform the President's duties. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association.

Article 9

Notices

All notices to members shall be mailed to their addresses as given on the books of the Association, and such mailing shall constitute presumptive evidence of receipt thereof.

Article 10

Liability of Officers

The officers of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The members of the Association shall indemnify and hold harmless each of the officers against all contractual liability to others arising out of contracts made by the officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Articles of Incorporation or of these Bylaws. It is intended that the officers shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that any liability of any member of the Association arising out of any contract made by said officers either individually, pursuant to authority provided hereunder, or acting as a group in the form of a Board of Directors, or out of the aforesaid indemnity in favor of said officers, shall be limited to such proportion of the total liability thereunder as said member's votes in the Association bear to the total number of votes in the Association.

Article 11

Business Records

The corporate business records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

Article 12

Parliamentary Rules

Roberts Rules of Order, as most recently revised, shall govern the conduct of the Association meetings when not in conflict with these Bylaws.

Article 13

Amendments

Section 13.1. Proposal. Amendments to these Bylaws may be proposed by a majority of members of the Association, whether meeting as members or by an instrument in writing signed by them.

Section 13.2. Adoption. Amendments to these Bylaws may be adopted only if so voted by members of the Association entitled to cast at least three-fourths of the total number of votes in the Association, provided that notice of the proposed amendment is given in the notice of the meeting.

Exhibit A

The lots in "the Development" are Lots 1 through 17, all as shown on Sheet 1 and Sheet 2 of a Plan entitled "Disposition Plan, Property of Champion Realty Corporation", recorded in Hancock County Registry of Deeds in Map File 31 #141 and 142.

The "access roads" referred to in the Bylaws shall mean all roadways shown as Jordan Way as depicted in part on Sheet 1 and Sheet 2 of said Disposition Plan, plus a strip depicted on said Sheet 1 and Sheet 2 connecting to that portion of Jordan Way leading to Nicolin Road and that portion of Jordan Way located on or near the Lots. The "access roads" further include all rights any members have by virtue of an instrument of William C. Gardner et al with Champion Realty Corporation recorded in said Registry in Book 2805, Page 307. The "access roads" include all rights acquired by virtue of an easement of Dale Henderson Logging, Inc. to Champion Realty Corporation dated March 18, 2003, and recorded in Hancock County Registry of Deeds in Book 3558, Page 304 insofar as they relate to Jordan Way or the roadway shown on Sheet 1 and 2 connecting to parts of Jordan Way. All members by virtue of their membership in this Association release all rights in Dale's Way as depicted on Sheet 3 of said Disposition Plan.