

# DECLARATION OF COVENANTS

## HOPKINS POND, MARIAVILLE, MAINE

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 below, provided that certain Lots may be merged as described below. An *Owner* means any owner of any Lot, other than mortgagees or others who hold title solely as security. The *Association* means Hopkins Pond, Mariaville 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, 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 Hopkins Pond, Amherst and Mariaville, Hancock County, Maine, and is more particularly bounded and described as Lots 1A, 1M through 17M, 1 through 19, and 1S through 20S as set forth on the plans entitled "Disposition Plan, Property of Champion Realty Corporation, Hopkins Pond Road, Amherst and Mariaville, Maine", dated May 29, 2002, and to be recorded in the Hancock County Registry of Deeds herewith.

The Property also includes a certain island in Hopkins Pond located in Clifton, Penobscot County, Maine, currently owned and leased by Declarant, which island shall be treated as a single Lot. Notwithstanding the depiction of separate Lots on said plans, if the Declarant conveys two or more adjacent Lots by a single instrument, then all of such adjacent Lots shall be considered to be merged into a combined Lot. Each such combined Lot shall be treated as a single Lot for all purposes under this Declaration, even if such a combined Lot continues to be described by its original separate constituent lot numbers. 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 and driveways 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 road 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 Hopkins Pond Road, so called, extending from Route 9 to and through the Property and the Driveway Access Roads as shown 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, whether or not shown on said plans, is burdened by an easement benefiting such other Lots or land. The Declarant shall have the right to lay out additional common access roads and driveways connecting with the existing common access roads and driveways for the purpose of providing access to additional lots which may become subject to this Declaration in the future, and Lot 17M is burdened by an easement for a roadway connecting all or any of such future common access road and driveways to the existing driveway on Lot 17M. The location of the existing common access roads is as shown on the plans of the Property described above. 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 such rules and regulations which the Declarant or its agents may impose.

4. Travel upon said roads 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, and assigns, harmless from and against all liability, cost, and expense arising out of the use of said roads by the Owner or by others at their invitation.

5. The Declarant, its successors, and assigns, may occasionally and temporarily close or limit travel on the Hopkins Pond Road due to circumstances associated with the operation and management of its forestlands or those of its affiliates or other related corporations.

6. 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 at all times with applicable laws, rules and regulations.

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 areas and facilities owned by the Association and of the common access roads. No Owner may independently undertake any such maintenance or improvement. The com-

mon 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 or facility, 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, (b) management and maintenance of the common areas and facilities owned by the Association, and (c) 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 land 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.

14. The acceptance of a deed of a Lot automatically terminates any lease of the Lot which may exist between the Declarant and the Owner(s), without need of any further instrument.

[signature on following page]

In witness whereof, Champion Realty Corporation has caused the foregoing instrument to be signed and sealed by Allen D. Moore, its duly authorized Vice President, this 24<sup>th</sup> day of 2002.

Witness:

*Allen D. Moore*

**Champion Realty Corporation**

By: *Allen D. Moore*  
Allen D. Moore, Its Vice President

STATE OF NORTH CAROLINA

Mecklenburg County

May 24, 2002

Personally appeared the above named Allen D. Moore, in his capacity as Vice President of Champion Realty Corporation, 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 Champion Realty Corporation.

**SEAL**

*Diana Cornelius*  
Notary Public

*DIANA CORNELIUS*  
Print or type name as signed

My Commission Expires February 27, 2007

HANCOCK COUNTY