

DECLARATION
OF RIGHTS, RESTRICTIONS, COVENANTS & EASEMENTS
FOR FRONT NINE HOMES LLC.

Brandy Crossing

A NEW RESIDENTIAL COMMUNITY LOCATED ON
THE FRONT NINE, OF THE NAPLES GOLF AND COUNTRY CLUB
Town of Naples, Cumberland County, Maine 04055

This Declaration of Rights, Restrictions Covenants & Easements is made this _____ day of June 2019 by FRONT NINE HOMES, LLC, a Maine Limited Liability Company, formed on February 12th 2018, DCN #21805122700222 with a principal office and mailing address of 28 Weare Road, Seabrook, N.H. 03874, (hereinafter the Declarant).

WHEREAS, Declarant is owner and developer of real estate shown as Assessors Tax Map U-24 Lot 1 of which Declarant owns 36.41 acres of a larger 43.76 acre parcel as shown on a plan drawn by Sawyer Engineering and Surveying, Inc. of Bridgton, Maine dated 4/16/19 and revised thru 6/4/19, land located on Route 11/114, Town of Naples, Cumberland County, Maine 04055,(hereinafter referred to as the NEW PLAN).

The land is further identified in a past recorded plan dated August 2nd,2011 and recorded in the Cumberland County Registry of Deeds in plan book 211 page 695. These Covenants only apply as shown on THE NEW PLAN Lots 12,13,14,15,16,17,18,19,20,21,22,23, 24, 25 on the New Fairway Drive and to Lots 27, 28, and 29 as shown on Route 114 and all designated Open Space, Common Area ,Pathways to Brandy Pond as shown on the NEW PLAN, (hereinafter the Subdivision);

It should be noted that there is a Declaration of Covenants already created which apply to all land and lots that make up only lots 1, 2, 3, 4, 5 ,6 ,7 ,8, 9, 10 ,11, and 26, as shown on the New Plan. Those covenants are recorded at the Cumberland County Registry of Deeds as Document 47924, Book 27161 page 111 and do not apply to the lots stated in paragraph 3 above.

WHEREAS, the Town of Naples Planning Board has approved the development of the Subdivision into 17 new residential building lots 2 Common Waterfront lots, and 2 open space lots (hereinafter collectively referred to as the Lots), the private road known as New Fairway Drive and land reserved as Open Space Conservation Easement, and Storm water easements as shown on the NEW PLAN , all as described herein or as shown on the plan entitled Final Subdivision Plan of BRANDY CROSSING prepared by Sawyer Engineering and Surveying, Inc of Bridgton, Maine and D.M. Roma Consulting Engineers of Windham, Maine, and

recorded in the Cumberland County Registry of Deeds Plan Book_____ Pages_____
(hereinafter collectively referred to as the Brandy Crossing Final Subdivision Plan.

WHEREAS, the Declarant desires to assure purchasers of the Lots and their heirs, successors, and assigns owning such Lots (hereinafter Lot Owners), that the development, use, benefit and enjoyment of the Lots, road, easements and open space shall be in accordance with a harmonious plan, and to this end desires that the Subdivision be subjected to certain rights, restrictions, covenants, and easements as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises set forth in this Declaration, the Declarant hereby covenants and agrees with the owners and/or purchasers of Lots 12 thru 25 and lots 27,28,and 29. that the Subdivision shall be held and conveyed subject to the rights, restrictions, covenants, and easements set forth in this Declaration, which Declaration shall run with the Subdivision and each of the Lots and inure to the benefit of and be binding upon the Declarant, its successors and assigns, and the owners and/or purchasers of said Lots, their heirs, successors and assigns.

ARTICLE 1. EASEMENTS

1.1 Each Lot Owner in the Subdivision thru deed to their lot at time of recording becomes an automatic member of the Brandy Crossing Homeowners Association (defined below and now referred to in this document as the BCHA) and is hereby granted a perpetual easement, in common with each other and the Declarant (limited to the Declarant Control Period defined in Article 4. below) subject to the terms of this Declaration, within New Fairway Drive and 20' Gated Right Away as Emergency Access back to Route 11/114, as shown on the NEW PLAN and for the 4 Open Space Lots as shown for purposes of vehicular and pedestrian passage, for underground residential utilities, and for designated stormwater holding areas (herein New Fairway Drive), the Fifty foot wide Right of way entering property from Route 11/114, as shown on the NEW PLAN and the areas identified as Open Space Conservation Easement for purposes of low impact (here meaning, limited –disturbance, member family activities like walking, sitting, daytime pick nicking, and of course access to the docks, but leaving the lawns in their natural and mowed condition), pedestrian access (herein Open Space), all of the foregoing herein collectively referred to as the Common Property, and all of these easement areas being shown on the Plan. The use and maintenance of the Common Property is subject to the rights reserved herein by Declarant and the duly adopted rules and regulations of the Brandy Crossing Homeowners Association (BCHA or Association), the Maine nonprofit corporation established by the Declarant for care and management of the Common Property.

1.2 The pedestrian easements referenced above include passage by motorized and non-motorized wheelchairs and Golf Carts and similar accessories used by mobility-impaired individuals to dedicated paths to the stairs a and dock systems.

1.3 All Lot Owners that are entitled under this Declaration to use New Fairway Drive and in only an emergency the emergency Access to Route 11/ 114 if fairway Drive is blocked to vehicular traffic , defined stormwater areas, and the Open Space areas shall be and hereby are required to be repaired if any damage caused to the Common Property by them, their agents, contractors, invitees, or guests, other than normal wear and tear on New Fairway Drive.

1.4 The BCHA may adopt reasonable rules and regulations for the use and enjoyment of the Common Property, including without limit standards for utility installation and repair and restoration of Common Areas after installation of utilities by any Lot Owner. Such rules and regulations shall not be binding on the Declarant during the Declarant Control Period (defined in Article 4 below). Declarant and each Lot Owner covenant and agree that within the Common Property permitted pets shall be leashed and no litter or personal property shall be left unattended on the common property .

ARTICLE 2. GENERAL RESTRICTIONS

2.1 Terms and Conditions of Plan Approval. The Subdivision is subject to all of the elements, features and notes set forth on the Plan and other sheets of the plan set, and the terms and conditions of the Town of Naples Planning Board findings of fact dated _____ Plan signed _____ and recorded at the Cumberland County Registry of Deeds in Plan Book _____ Pages _____ .

2.2 Division of Lots is Prohibited. The Lots shown on the Plan shall not be subdivided further. Lot line adjustments between Lot Owners are permitted, but shall be subject to Town of Naples Planning Board approval at the expense of the applicants. The applicants shall notify the developer and the BCHA of the intention to file such application with the Town of Naples Planning Board.

2.3 Residential Use. The Lots shall be used for single-family residential purposes only. Commercial, industrial, business, professional use or enterprise of any nature or description is prohibited on the Lots, except that home offices are allowed so long as the activities conducted within the home offices: LOTS 27,28,and 29 are allowed certain commercial uses as that zone allows and can be developed accordingly as long as there use doesn't interfere with the private enjoyment of all the residents on New Fairway Drive.

(a) occur wholly within the dwelling located on the Lot; (b) involve not more than one employee who does not reside on the Lot; (c) are not advertised on the Lot or on roads leading to the Lot; and (d) do not require regular client/customer/patient contact and/or parking at the dwelling on the Lot. Leasing is permitted, subject to the limitations of local and law.

2.4 Pets. No livestock, animals or poultry, other than household pets shall be kept, maintained or allowed within the Subdivision. No boarding or breeding kennels may be kept or maintained anywhere within the Subdivision. The following breeds of dogs are not allowed anywhere within the Subdivision: Rottweiler, Pit Bull, Doberman Pinscher or any dogs generally regarded as aggressive in nature unless approved by the developer. No Lot Owner shall maintain more than three dogs on any Lot and must immediately remove and dispose of any feces excreted by there own dog on any of the common land. Beyond the boundaries of any Lot Owner's Lot, dogs shall be leashed. It is acknowledged by each Lot Owner that repeated, prolonged, barking by a dog within the Subdivision shall constitute a nuisance for which the responsible Lot Owner shall be held liable for the complaining parties' damages and reasonable attorney's fees expended to enforce this restrictive covenant.

2.5 Parking. Motor vehicle parking within New Fairway Drive or the emergency access road is prohibited. Declarant and BCHA may cause the removal of any vehicle that is in violation of this provision at the expense of the vehicle owner or the responsible Lot Owner. Parking shall be

regulated and enforced by BCHA, which regulations shall at minimum provide as follows: (1) Parking is prohibited within New Fairway Drive including the 200 foot turn around; (2) in no event shall vehicles be parked in such a manner as to inhibit or block access to Lots; (3) no part of the Common Property shall be used for repair, construction or reconstruction of any vehicle, boat or any other item or thing except in an emergency. The Board of Directors of BCHA (herein the Board) may cause the removal of any vehicle or property that is in violation of this provision at the expense of the vehicle or property owner or the responsible Lot Owner.

2.6 Utilities. All utility service lines within the Common Property shall be underground. Satellite dishes, similar communications equipment and propane tanks are prohibited unless view screened, preferably with vegetation, from New Fairway Drive and the Lots. During the Declarant Control Period, Declarant shall, at Declarant's expense, construct, electricity, and telecommunication connection points at least five feet into each Lot, in a location selected by the Lot Owner. The location selected by the Lot Owner is subject to utility regulations that may require a different location on the Lot. Once the utility connections are installed on a Lot in a location selected by the Lot Owner, Declarant shall have no obligation to relocate the utility connection points.

2.7. Nuisance. No Lot Owner shall do or permit to be done any act upon the Lots that is or may constitute a nuisance, the breach of which shall entitle the enforcing party to all available remedies at law and in equity, including specific enforcement, plus recovery of reasonable attorneys fees and costs incurred in enforcing this Declaration and/or related to the elimination of the nuisance.

2.8. Boats, Recreational Vehicles, and Commercial Vehicles. Boats, camper-trailers, recreational vehicles, and commercial vehicles (not including automobiles with commercial license plates) and similar vehicles or accessories, shall be (a) stored in the Lot Owner's garage or (b) view screened from New Fairway Drive and other Lots with trees, shrubs, or, if approved by Declarant (during the Declarant Control Period and subject to the provisions of Section 4 hereof), other material. No Lot Owner shall store personal property of any kind, including without limit, vehicles and equipment, anywhere within the Subdivision other than on the Lot Owner's Lot.

2.9. Signs. No sign of any nature shall be visible from New Fairway Drive and the Lots except one customary name and address sign of not more than 1 square foot in size or such larger size or different configuration as may be required by local governmental authorities. Temporary and customary real estate agency signs indicating that a Lot or dwelling is for sale are allowed. This restriction shall not apply to any sign of reasonable size erected by Declarant (during the Declarant Control Period) for purposes of Lot sales.

2.10. Sanitation. Open burning of refuse, leaves and brush within the Subdivision is prohibited. Trash shall be kept in sanitary containers view screened from the Lots and New Fairway Drive, except temporarily on the day of collection for purposes of neighborhood collection and removal from the Subdivision.

2.11. Recreation Amenities Equipment Swing sets, jungle gyms, basketball hoops, wading pools, and similar recreational equipment shall be prohibited from front yards and shall be confined to driveways on the side of the house and side or rear yard areas. Basketball Hoops are allowed in Driveways. The area between New Fairway Drive and the dwellings is deemed for the purposes of this provision as front yard.

2.12. Clotheslines. Clotheslines shall be confined to rear yards and view screened from the Lots and New Fairway Drive.

2.13 Plant Diseases and Noxious Insects. No plants or seed or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

2.14 Temporary Structures. No trailer, tent, shack, storage container or other similar structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

ARTICLE 3. BUILDING RESTRICTIONS

Each house or ancillary structure, and additions or modifications thereto, constructed on a Lot shall be constructed in accordance with the following:

3.1 Each house shall be constructed on a solid concrete foundation with a full or daylight basement or on a solid concrete slab with no basement; exterior porch areas shall be on frost walls and footings and not on monolithic concrete slab; each house shall be served by underground private (well) water, private (septic) sewer, electricity and communications lines; all structures shall be located within the lot building envelopes shown on the Plan and its placement approved by the Declarant.

3.2 The total livable area above the foundation of each house shall be not less than two thousand (2,000) square feet, nor exceed eight thousand (8,000) square feet. The term livable area as used here excludes garages, breezeways, exterior porches and decks without roofs. **Finished daylight basements may be applied as living space but plan must be approved by Developer prior to home construction**

3.3 The exterior of each house, including the garage and breezeway shall be finished with clapboard, cedar shingles, natural stone, cedar siding, or vinyl siding with metal rap.

3.4 The portions of chimneys visible from the exterior shall be constructed of brick or natural stone or siding only and shall be proportionate in scale to that of the house.

3.5 Exterior lights and lampposts are to be constructed in accordance with lighting specifications to be developed or approved by Declarant subject to the provisions of Section 4 hereof which will require that such lighting does not shine into the dwellings of other Lot Owners.

3.6 No construction shall occur on any Lot until the Declarant subject to the provisions of Section 4 hereof has reviewed and approved in writing the Lot Owner's architectural plans depicting all of the proposed principal and accessory structures and improvements (including fences, in-ground pools and hot tubs) to be located on the Lot, which structures shall conform with the criteria set forth in this Article. Declarant's review and decision with respect to such plans shall be completed within thirty days of submission of a complete set of plans and specifications. Approval of such plans shall not be unreasonably denied. The plans shall illustrate the physical dimensions of all structures, improvements and landscaping, including yard setbacks and elevations. The plans shall also include exterior building material specifications such as color of paint or stain, windows, doors, trim, siding, and roofing materials.

3.7 All driveways and turnaround areas located on Lots must be finished with ,asphalt, concrete, or pavers. All driveways must have culverts to allow stormwater drainage. Culvert ends must be constructed and/or covered such that the culvert end is flush with the driveway improvements and no portion of the exterior of the culvert is readily visible.

3.8 No more than one mailbox shall be installed on a Lot and its design and location on the Lot shall be subject to the Declarant review and approval provisions of 3.6, above subject to the provisions of Section 4 hereof.

3.9 Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof, and all improvements on the Lot, including but not limited to the dwelling, grading, landscaping and stormwater drainage improvements, shall be completed within twelve (12) months of commencement of the construction, except that such period may be extended by reason of act of God, labor disputes or other matters beyond the Lot Owner's control.

3.10 To provide harmonious and consistent landscaping throughout the Subdivision, Lot Owners shall submit to Declarant (subject to the provisions of section 4 hereof) improvements, a landscaping plan depicting placement of lawns, trees, bushes, walls, fences, recreational amenities (e.g. in-ground pool) and any large yard ornaments. Declarant shall have 30 days from receipt of said submission to review and approve or make revisions to said plan.

3.11 Any additions or exterior modification of structures or improvements on the Lots must be approved in advance in writing by the Declarant (subject to the provisions of Section 4 hereof) who shall review the application for compliance with the provisions of this Article and this Declaration.

3.12 All home builders, subcontractors and architects chosen by Lot Owners must be licensed (to the extent required by Maine law), experienced, insured and must submit to the Declarant, evidence of appropriate insurance and a construction time-table schedule for the home and improvements they seek to build. Before commencement of any work on a Lot, the Declarant reserves the right to approve in writing, the general contractor, the construction schedule and the insurance certificates submitted by the Lot Owner.

3.13 Within sixty days following the estimated date of completion of any work performed on a Lot for which Declarant approval was required, the Declarant, upon reasonable notice may proceed to inspect the work without being liable for trespass. Declarant shall inspect the work and determine whether it was performed in substantial compliance with the approval granted. If the Declarant finds that the work was not performed in substantial compliance with the approval granted or that the approval required was not obtained, the Declarant shall notify the Lot Owner in writing of the non-compliance and shall require the Lot Owner to remedy the noncompliance within a reasonable time not to exceed 90 days. If the Lot Owner does not comply with the Declarant's notice to remedy, the Declarant may either remove the non complying improvement or remedy the noncompliance through legal action. The costs of remediation shall be assessed against the non-compliant Lot Owner and enforced in accordance with the provisions of Article 6.4 (b),(c),(d) and (e), below.

3.14 Within thirty days after written demand is delivered to Declarant by any Lot Owner, and upon payment to the Declarant of a reasonable fee (during Declarant Control Period \$50.00, thereafter as determined by BCHA in accordance with its Bylaws), Declarant shall record an

estoppel certificate, executed by any two directors of BCHA and, until termination of the Declarant Control Period, Declarant, certifying that as of the date of the certificate, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non compliance. The certificate may also address the following matters upon request of the Lot Owner: (1) a statement setting forth the amount of the monthly, quarterly or annual assessment imposed against the Lot and Lot Owner by the Association, and any unpaid fees or assessments currently due and payable; (2) a statement of any other fees or assessments payable by Lot Owner to the Association; (3) a statement of any capital expenditures anticipated by the Association; (4) a statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects; (5) the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association; (6) the current operating budget of the Association; (7) a statement of any unsatisfied judgments against the Association and the status of any pending suits in which the Association is a defendant; (8) a statement describing Association insurance coverage; (9) a statement as to whether the Board has knowledge of any violations of this Declaration by the Lot Owner or any other Lot Owner; (10) a statement as to whether the Board has received notice of zoning, land use or building code violations with respect to any portion of the Subdivision. Any interest of the lot owner shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as between the Association, Declarant, and the Lot Owners, and such persons deriving any interest through any of them.

3.15 Once construction is completed on any Lot, the owner is responsible for maintaining the property so that, when viewed from New Fairway Drive and adjacent Lots or Common Property, it appears neat and well kept. Lawns shall be mowed regularly, debris removed and shrubs appropriately maintained. Lot Owners shall be responsible for the lawn and shrubbery maintenance of the strips of land located between their boundary lines and the edge of road pavement.

3.16 Nothing in this Article 3 shall be deemed to relieve any Lot Owner from obtaining all necessary government permits and otherwise complying with all applicable laws, regulations and ordinances.

ARTICLE 4. RIGHTS RESERVED BY DECLARANT

In addition to rights expressly reserved by Declarant in other Articles of this Declaration, Declarant reserves the following real estate development rights for a period five years from the date of this Declaration or, if earlier, the date upon which Declarant has duly assigned such rights and duties to the Association in accordance with this Declaration (herein referred to as Declarant Control Period): The Declarant will also own New Fairway Drive but reserves the right to transfer ownership of that road and the 20 foot emergency access to the BCHA at any time during its declarant control period.

4.1 Declarant reserves the exclusive right to review and approve construction plans for dwellings and other improvements on the Lots as set forth in Article 3. Notwithstanding any provision herein to the contrary, upon expiration of the Declarant Control Period, the Board, pursuant to BCHA Bylaws, shall assume the administrative duties and responsibilities of Declarant set forth in this Declaration, but shall not assume any of the responsibilities of the Declarant for Home construction review on lots construction as specifically set forth in this Declaration. **This specific**

article (4.1) does not apply to lot 25 if ownership remains with present owner As of date of this Declaration. If owner of lot 25 is sold or transferred to another party not associated with present owner then it automatically becomes part of the BCHA and these covenants fully apply to Lot 25.

4.2 The Declarant, its successors and assigns, reserves title to the Common Property in fee simple absolute, subject to all the rights and privileges of Lot Owners set out herein and in deeds of conveyance. However, not later than expiration of the Declarant Control Period, Declarant shall convey its rights in the Common Property to BCHA.

4.3 All of the rights reserved by Declarant in this Article 4 and in other Articles of this Declaration may not be amended or modified without written consent of the Declarant during the Declarant Control Period.

4.4 During the Declarant Control Period, any rules and regulations adopted by the BCHA pertaining to the use and maintenance of the Common Property must be approved in writing by Declarant.

ARTICLE 5. MAINTENANCE OF COMMON PROPERTY

5.1 Storm water Management Easement Areas and Facilities. Portions of Lots 22,23,16, 17,18,and lots 27 and28 are subject to swale and stormwater detention pond easement restrictions as shown on the Plan. The Drainage Easement Areas are reserved for engineered storm water management improvements that must be accessed and maintained regularly by BCHA. During the Declarant Control Period, Declarant shall have exclusive responsibility, including the expense, of promptly (but no later than one year from the date hereof) constructing all storm water management improvements required by the Town of Naples as a condition of the Plan approval. Thereafter, the responsibility and expense of such maintenance shall be borne by BCHA. Declarant shall promptly (but no later than one year from the date hereof) adopt and implement a storm water management maintenance plan based on a generally accepted model of best practice, and the Operation and Maintenance Program by D.M. Roma Engineering stated in attachment A. All storm water improvements to subdivision will be inspected quarterly and after each significant rainfall event. **These limited disturbance stormwater buffers will revert to meadows or remain forested. These are deed restricted areas and these deed restrictions on the lots stated will be part of that deed from developer to new owner. Maintenance of these areas will be the responsibility of the HOA and can be found in the operational manual that will be given to each owner at lot closing. NOTE 10 of the plan refers to the stormwater management buffer areas as shown on the plan on Lots 12,13,14,15,16,17,18,19,20,21,24,25,27,28,and 29 ,(in dark hatchedGreen) will be allowed to be mowed only twice a year and grass must be maintained at no less than 6 inches in height.**

5.2. Infrastructure, Landscaping/No Cut Buffers and Other Common Property. Declarant shall promptly (but not later than one year from the date hereof) construct New Fairway Drive at its expense in accordance with the Plan and at least to the minimum standards required by the Town of Naples , such work shall include installation of all underground utilities, stubbed to agreed-upon locations at the boundary of each Lot. However, to prevent damage to the top coat of asphalt during construction of dwellings within the Subdivision, Declarant will install the top coat not sooner than two years, or later than 5 years, from the date of this Declaration. During the

Declarant Control Period, Declarant shall be responsible for the maintenance, repair, and condition of New Fairway Drive, excluding snow plowing and street sweeping. After the Declarant Control Period, BCHA shall be responsible for maintenance New Fairway Drive. During and after the Declarant Control Period, snow plowing and street sweeping of New Fairway Drive shall be the responsibility of BCHA. . Pursuant to Plan Note _____ **New Fairway Drive is to remain a private way owned and maintained by first the Declarant and then when transferred to the BCHA and shall not be accepted or maintained by the Town of Naples.** No structures of any kind, whether temporary or permanent, may be constructed, placed or erected within or upon the Open Space Conservation Easement areas. The Open Space shall remain forever open and maintained, except that dead, diseased or invasive plant varieties (such as bittersweet) may be removed by the Declarant during the Declarant Control Period, and thereafter by BCHA. Preservation and management of the Open Space areas shall be the responsibility of the Declarant during the Declarant Control Period, and thereafter by BCHA.

5.3. Miscellaneous. All of Declarant's work described in this Declaration shall be performed timely, in a good and workmanlike manner and in compliance with all laws, ordinances and regulations applicable thereto, using quality and grade of materials and installations consistent with a first-class residential development in southern Maine. Declarant hereby warrants and guarantees that all of such work shall be free from defects, latent or patent, free-from defective materials and constructed in accordance with this Declaration and applicable law, according to sound engineering and construction standards. Declarant's obligations under this warranty and guaranty shall terminate five years from the date of this Declaration. In the event of a breach of this guaranty, Declarant shall promptly at its sole expense undertake all work necessary to repair any defects or failures of said work to comply with this Declaration. During the Declarant Control Period, no provision of this Declaration concerning Declarant's work or the foregoing guaranty may be amended or modified without the unanimous vote. of BCHA members.

ARTICLE 6

CORPORATE OWNERSHIP OF (Non Commercial AQUATIC STRUCTURES) DOCKS, and ASSIGNED BOAT SLIPS to Lot Owners.

Whereas it was determined after weeks of careful review of the Town of Naples Definitional Ordinance and the Town Shore land Zoning Ordinance ,specifically Section 15(c) (6) by Declarant’s Attorney , and having filed the appropriate application, and having presented our oral argument in front of the Town of Naples planning Board ,The Naples planning board on the _____ day of _____ 2018, agreed to issue a permit to the Declarant for the construction of two non commercial “Acquatic Structures” , docks, that will have up to 18 boat slips between them . These slips will accommodate up to a 28 foot boat each. This Dock system along with the abutting open space lots (abutting lots 12 and 16) will be owned by a Maine based non profit corporation to be named_____. The shareholders of the corporation will be the lot owners, the Declarant, and the owners of lot 9 as shown on the approved and recorded subdivision plan. Each lot owner and the Declarant will receive one share of the new corporation which will entitle them to 1 parking spot for their boat, at a designated boat slip for their boat ,access to the dock system and use of the designated open space at a designated slip. THESE ARE NOT DEEDED SLIPS . Lots 9, 12,13,14,15,17,18, 27,28, and 29 will be assigned slips on Dock #1, abutting lot 12 and lots 16,19,20 21,22,23, 24, and 25 and Declarant will have slips on Dock #2 which abuts lot 16. The following rules and regulations of the Dock system to be adhered to by the lot owners will be a future addendum to these covenants, prepared and recorded by the Declarant upon future consultation with other lot owners and professional boating and dock construction companies.

ARTICLE 7. HOMEOWNER'S ASSOCIATION

7.1 Creation and Purpose: A Maine not-for-profit corporation has been formed by Declarant, to be known as the Brandy Crossing Homeowners Association, to facilitate the maintenance of the Common Property **and most importantly the HOA will be responsible for the complete maintenance of the stormwater management system throughout the property** the assessment and collection of revenue to fund the-maintenance of the Common Property from Lot Owners. In addition to the provisions set forth herein, BCHA shall be governed by its Articles of Incorporation, Bylaws, and any amendments thereto or any rules and regulations subsequently adopted by the BCHA. In the event of a conflict between the provisions of this Declaration and the Bylaws or rules and regulations, the provisions of this Declaration shall govern. Unless otherwise expressly provided in this Declaration, all the rights and obligations of the Declarant with respect to the review and approval of construction plans (including dwellings, structures and landscaping) on the Lots and the enforcement of the provisions of this Declaration, shall be administered by the BCHA Board of Directors (the Board) or its officers, agents and employees following the termination of the Declarant Control Period.

7.2 Membership and Voting. Declarant, its successors and assigns, and every record Owner of Lots 12 through 24, and lots 27,28,and 29. of the Subdivision shall be members of BCHA and each Lot shall be entitled to one vote, except as provided herein. If only one of the multiple Owners of a Lot is present at a meeting of BCHA (either in person or electronically by telephone or video conference, which in all cases shall qualify for being present), he or she shall be presumed to be entitled to cast all the votes allocated to that Lot. If more than one of the multiple Owners is present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. A majority in interest consists of Owners of the Lot who collectively own more than fifty percent of the Lot. There is deemed to be a majority agreement when anyone of the multiple Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any other Owners of that Lot. If a majority agreement is not reached, the votes allocated to that Lot shall not be cast.

7.3 Powers and Duties of the Association. BCHA shall have all the powers that may be exercised in this State by a nonprofit mutual benefit corporation, including but not limited to the following specific powers and duties:

- (a) To maintain the Common Property in accordance with Article 5;
- (b) To improve, maintain, and repair New Fairway Drive including re-surfacing when necessary, snow plowing, snow removal, and sanding;
- (c) To accept an assignment of Declarant's rights and obligations pertaining to the Common Property or as otherwise provided herein or as otherwise agreed to by Declarant and BCHA;

(d) To adopt and amend budgets for revenues, expenditures and reserves; to assess and collect association fees and assessments from Lot Owners; to impose charges for late payment of association fees and assessments;

(e) To establish reasonable rules and regulations for the use and maintenance of the Common property;

(f) To terminate employees, agents and independent contractors; to make contracts and incur liabilities; to enter into a contract with a trash removal company for servicing the Lots if public trash removal is unavailable, a snow plowing contract, or any other service contracts as are reasonably necessary for the Association to uphold its Subdivision maintenance obligations;

(g) To obtain insurance including but not limited to liability of directors and officers, casualty, premises liability, motor vehicle and worker's compensation;

(h) To acquire, own and maintain equipment (including vehicles), tools and materials necessary to carry out the duties set forth above;

(i) To institute, defend or intervene in litigation or administrative proceeding;

(j) To impose reasonable charges for the preparation of and recording of amendments to this Declaration, estoppel certificates required by section 3.14, or statements of unpaid Lot Owner assessments;

(k) To provide for the indemnification of its directors and officers and maintain directors' and officers' liability insurance;

(l) To exercise any powers conferred by this Declaration or the Bylaws.

7.4. Method of Assessing and Collecting Association Revenue:

(a) For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board shall determine for each year the total amount required for such fund for such year and shall levy an annual assessment uniformly against each of the Lots in the Subdivision.

(b) If a Lot Owner fails to pay any assessment on or before thirty (30) days following notice to such Owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of eighteen percent (18) per annum from the due date thereof, plus costs of collection, including without limitation attorney's fees. When delinquent, payment of principal, interest and costs may thereafter be enforced against the Owner personally, and as a lien on said real estate.

7.5 Each Lot Owner shall file the correct mailing address of such Owner with the Association and Declarant, and shall notify the Association and Declarant promptly in writing of any subsequent change of address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Association or Declarant shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration. Each Lot shall be entitled to one mailing address for the purpose of notification from the Association.

7.6 Each Lot Owner is entitled to the rights and privileges of membership in the Association, as provided in this Declaration and the Bylaws, and shall be responsible for the duties of membership, including the duty to pay Association assessments and the duty to remain membership thereof in good standing.

7.7 This Declaration shall be governed by, construed and enforced in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF Front Nine Homes LLC.. has caused its Manager, Paul C. Hollis, duly authorized, to execute this instrument by:

Front Nine Homes, L.L.C.

Paul C. Hollis (Manager) and as Declarant of these Covenants c

Date