



STATE OF MAINE
 DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
 LAND USE PLANNING COMMISSION
 22 STATE HOUSE STATION
 AUGUSTA, MAINE 04333-0022

PAUL R. LEPAGE
 GOVERNOR

WALTER E. WHITCOMB
 COMMISSIONER

NICHOLAS D. LIVESAY
 EXECUTIVE DIRECTOR

December 13, 2016

Hap Whelpley, Association President
 C/O Northern Pride Lodge
 3405 Lily Bay Road (Kokadjo)
 Frenchtown Township, Maine 04441

Dear Mr. Whelpley:

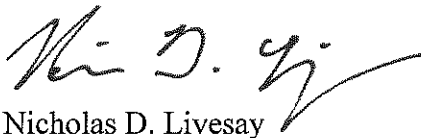
The Land Use Planning Commission has reviewed the updates to the First Roach Pond North Shore West Homeowners' Association General Declaration of Covenants and Restrictions (the Declaration). We understand that more than 75% of the members voted in favor of these changes at a special meeting of the Association held on November 13, 2016.

In summary, these updates include the following:

- Edits that make clear that all of the subdivision lots have been sold and removal of references to "unsold lots"
- Changes stating that the Association is now responsible for plowing the roads
 - Note: the exclusion of Lot 24 from responsibility for plowing costs, other than for roads adjacent to Lot 24, remains from the original
- The removal of the requirement that the lots be separated into groups for purposes of road maintenance cost assessments
- An increase in the maximum annual assessment for each lot to \$300 from \$100

Pursuant to Section 8.2 of the Declaration, the Land Use Planning Commission approves these updates to the Declaration. A signed, attested copy of the amended Declaration is enclosed for recording in the Piscataquis County Registry of Deeds.

Regards,



Nicholas D. Livesay

Enclosure

Cc: Luke Muzzy, Weyerhaeuser (via e-mail only)



CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF THE FIRST ROACH POND NORTH
SHORE WEST HOMEOWNERS ASSOCIATION

NOTICE IS HEREBY GIVEN that at a duly called Special Meeting of the members on November 13, 2016, by an affirmative vote of not less than two-thirds of the Board of Directors and not less than three-fourths of the voting interests of the Association, the Declaration of Covenants and Restrictions of the First Roach Pond North Shore West Homeowners Association, as originally recorded in Piscataquis County Registry of Deeds Book 1425, Page 263, et seq., the Declaration is hereby amended as follows: The attached Amended Declaration of Covenants and Restrictions constitutes a revision, renumbering and rewording of the present Declaration of Covenants and Restrictions. For the original text, consult the Declaration dated October 8, 2002 which is recorded in the Piscataquis County Registry of Deeds Book 1425, Page 263, et seq.

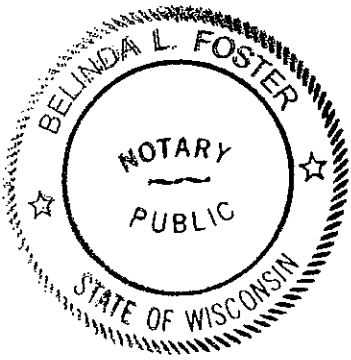
IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President this 5 day of December, 2016.

Dated: DECEMBER 5, 2016

ATTEST: H W Whelpley
Hap Whelpley, President of First Roach Pond North Shore West Homeowners Association

State of Wisconsin _____, ss December 5, 2016

Then personally appeared the above-mentioned Hap Whelpley, President of First Roach Pond North Shore West Homeowners Association, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.



Before me,
Belinda L. Foster
Notary Public/Attorney at Law
Printed Name: Belinda L. Foster

**FIRST AMENDED GENERAL DECLARATION OF COVENANTS AND
RESTRICTIONS**

of the

FIRST ROACH POND NORTH SHORE WEST HOMEOWNERS ASSOCIATION

THIS AMENDMENT TO THE ORIGINAL DECLARATION (which Original Declaration was rerecorded in the Piscataquis County Registry of Deeds, Book 1425, Page 263) made this 5 day of December, 2016, and duly authorized by the Members of the First Roach Pond North Shore West Homeowners Association (herein called "the Association") and Weyerhaeuser Company (herein called "the Declarant") and approved by the Maine Land Use Planning Commission.

1. DECLARATION PURPOSES.

1.1. General Purposes. The Association and the Declarant are the Owner of certain real property located at or in Frenchtown Township, Piscataquis County, Maine known as the North Shore West Subdivision, (hereinafter, the "Subdivision"). Declarant and Association desire to provide for the perpetual maintenance of the private roads as specifically delineated herein to, from and within the Subdivision, to provide for the perpetual maintenance of common areas within the Subdivision, and to protect the Subdivision from any commercial development.

1.2. Declaration. To further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that all real property hereinafter described in Article 3 as the "Properties," whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

2. DEFINITIONS. The following words and terms, when used in this Declaration (unless the context indicates otherwise), shall have the following meaning:

2.1. "Association" means the First Roach Pond North Shore West Homeowners Association, a Maine non-profit corporation with a place of business in Piscataquis County, Maine.

2.2. "Board" or "Board of Directors" means the duly elected Board of Directors of the Association.

2.3. "Common Area" means all interests in real property (including any improvements thereto) held by the Association for the common use of its members.

2.4. "Concept Plan" means that certain Concept Plan for First Roach Pond approved by the Maine Land Use Regulation Commission on January 9, 2002, as the same may be amended from time to time.

2.5. "Lot" means and refers to the individual Lots indicated on the Plans (as hereinafter defined) and shall include any buildings located thereon.

2.6. "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot situated upon the Properties, but shall not mean or refer to any mortgage holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.7. "Plans" means those plans and any amendments thereto (as more particularly described in Section 3.1, below) which show the Lots in the Subdivision.

2.8. "Properties" means and refers to all such existing properties, and additions thereto, as are subject to this Declaration.

2.9. "Roads" means and refers to all private roads and proposed private roads providing access to and within the Subdivision; provided, however, that the term "Roads" shall not include private driveways providing access to individual Lots.

3. PROPERTIES.

3.1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Frenchtown Township, Piscataquis County, State of Maine, and is more particularly described as follows, to wit: All those lots or parcels of land depicted as Lots 1—6, and Lots 25—28, and the property shown as "Deed Restriction" on that certain plan entitled "North Shore West Subdivision Within the First Roach Pond Resource Plan Area, North Shore Road, Piscataquis Co., ME., Exhibit G, Subdivision Plan - West" prepared by Deluca-Hoffman Associates, Inc. with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc. dated June, 2002, as revised through August 8, 2002, approved by the Maine Land Use Regulation Commission on August 27, 2002, and recorded in the Piscataquis County Registry of Deeds in Plan Book N, Page 29; together with all those lots or parcels of land depicted as Lots 7—19, and Lots 29—32, and the property shown as "Deed Restriction" on that certain plan entitled "North Shore West Subdivision Within the First Roach Pond Resource Plan Area, North Shore Road, Piscataquis Co., ME., Exhibit G, Subdivision Plan - Central" prepared by Deluca-Hoffman Associates, Inc. with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc. dated June, 2002, as revised through August 8, 2002, approved by the Maine Land Use Regulation Commission on August 27, 2002, and recorded in the Piscataquis County Registry of Deeds in Plan Book N, Page 30; together with all those lots or parcels of land depicted as Lots 20—24 and the property shown as "Deed Restriction" on that certain plan entitled "North Shore West Subdivision Within the First Roach Pond Resource Plan Area, North Shore Road, Piscataquis Co., ME., Exhibit G, Subdivision Plan - East" prepared by Deluca-Hoffman Associates, Inc. with assistance from S. W. Cole Engineering, Inc. and Pickett Land Survey, Inc. dated June, 2002, as revised through August 8, 2002, approved by the Maine Land Use Regulation Commission on August 27, 2002, and recorded in the Piscataquis County Registry of Deeds in Plan Book N, Page 31.

4. RESTRICTIVE COVENANTS. The following restrictive covenants shall apply to all Lots:

4.1. Single Family. Lots within this Subdivision may only be used for single-family residential housing, or for single family seasonal camping. Only one single, family dwelling shall be permitted on each Lot.

4.2. Commercial Use. No commercial or business use, whether for profit or non-profit, may be made of a Lot or any structures thereon, except that rental of Lots is allowed for single family housing or for single family seasonal camping. No home occupations that display goods or generate traffic shall be permitted on any Lot.

4.3. Signs. No signs or advertisements, other than "for sale" signs and signs identifying a cabin or residence may be erected or permitted on any Lot. No sign permitted hereunder, whether on buildings or posts, or nailed to trees, may exceed 12" X 24" if such sign is visible from First Roach Pond or from any road used in common with other Lot Owners. All signs permitted hereunder must comply with the sign standards as set forth in the Concept Plan.

4.4. Limited Right of Way. Use of the Roads over which Lot Owners have been granted a right-of-way or easement is for the sole and express purpose of ingress and egress by Owners and their invitees. Such Limited Rights of Way shall be appurtenant to and run with the Lots.

4.5. Weather Tight Buildings. All buildings must be maintained in a weather tight condition.

4.6. Building Permits. No building or other construction may be undertaken on any Lot without first obtaining an approved Building Permit from the Maine Land Use Planning Commission, in accordance with 12 M.R.S.A. §§ 681 through 689, or any subsequent regulatory body having jurisdictional authority.

4.7. Set Backs. All structures must be set back a minimum of 100 feet from the normal high water mark of all water bodies, a minimum of 50 feet from all access roads and rights-of-way, and a minimum of 20 feet from all other property boundary lines, and as further restricted under the Concept Plan. No utility lines are allowed within this 100 foot high water mark setback area.

4.8. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the Properties, Declarant, or, after transfer of control pursuant to paragraph 5.3 hereof, the Board of Directors, may from time to time adopt, modify, and/or revoke in whole or in part, such reasonable rules, and regulations, to be called "Rules and Regulations", governing the conduct of persons on the Properties as it may deem necessary or desirable, including, but not limited to methods and procedures for enforcing compliance with the Declaration. Such Rules

and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each Owner and the Association and shall be binding upon all Owners.

4.9. Temporary Structures. No structure of a temporary character, including, without limitation, a trailer, shack, single or double wide mobile home, lean-to, garage, bunkhouse or other outbuilding may be used at any time as a residence or other habitation.

4.10. Siding and Roofing Materials. All new or replacement exterior roofing materials shall be of non-combustible material and shall be a dark, natural-looking color; black, brown, and charcoal gray are preferred. All exterior materials, including window frames, trim, chimneys, and screen doors, shall be unobtrusive in color and texture and shall not be reflective. Natural, earth tones are preferred.

4.11. Exterior Lighting. Exterior lights facing the shore are not allowed. Other exterior lights shall be equipped with full cut-off features and shall be shaded to prevent glare beyond the Lot. Spotlights are prohibited.

4.12. Nuisances. No noxious or offensive activities or nuisances shall be permitted or carried on upon any Lot. "Noxious or offensive activities" shall include any activity or behavior which is inconsistent with both the reasonable pleasurable use of the Properties by neighboring Lot Owners and their guests and their reasonable expectations of quiet enjoyment of their Lot, free from excessively noisy, behavior, significantly loud electronic music or other audio distractions, or other similar behavior or activity.

4.13. Property Maintenance. All Lots and all buildings and improvements on the Lots and Properties shall be kept and maintained by the Owner of such Lot in a neat, clean, safe, attractive, and sightly condition and in good repair. No Lot, or portion thereof, may be used or maintained as a dumping site for rubbish or other refuse. Trash, garbage and other waste shall, be kept in proper, sanitary containers. All trash, garbage and other waste shall be removed regularly in a timely manner and shall be transported off-site to the Lily Bay/Frenchtown solid waste transfer station, or otherwise disposed of off-site in accordance with applicable laws and regulations.

4.14. Sewage Disposal and Water Supply Systems. No sewage disposal system (including, without limitation, septic tanks) or water supply system (including, without limitation, wells) may serve, or be shared by, more than one Lot. Any sewage disposal system and/or water supply system installed and/or maintained on any Lot must comply with applicable laws and regulations:

4.15. Maximum Height. No structure may exceed in height the greater of (i) 25-feet above ground level; or (ii) the height of any screening vegetation.

4.16. Chimneys. All new or replacement chimneys must be of stone, brick or tile construction or stove pipe, and shall be installed and maintained under the applicable building and fire codes.

4.17. Clearing. Clearing of vegetation for paved and graveled driveways, parking areas, and structures and the creation of impervious surfaces shall be limited so as to minimize phosphorus export. For areas located between 100 feet and 250 feet from the normal high water mark of First Roach Pond, the extent of impervious surface shall be no more than 10,000 square feet. No more than 20% of any Lot may be cleared in any ten (10) year period. Clearing on all Lots shall meet or exceed the standards for clearing as set forth in the Concept Plan.

4.18. Property Lines. All property lines shall be kept free and open and no fences, hedges, or walls shall be permitted thereon, and no fences, hedges, or walls shall be permitted in the 20-foot property line setback area.

4.19. Accessory Outbuildings. The total, aggregate footprint of all accessory buildings on any one Lot may not exceed 600 square feet and no accessory building shall exceed 15 feet in height. The footprint of an accessory building shall be determined by calculating the square footage of the area contained within the external dimensions' of such building.

4.20. Walking Trails. Shorefront Lot Owners may create walking trails upon their Lots provided that any such trails located within the 100-foot shore buffer area do not exceed 3 feet in width, and further provided that the topsoil is not disturbed in creating such trails, and no part of the trail has a sustained grade of over 10%. All walking trails permitted hereunder must also comply with the clearing standards as set forth in the Concept Plan.

4.21. Docks. No permanent docks may be built on any Lot; provided, however, that temporary seasonal docks shall be permitted in accordance with applicable state and local laws, rules and regulations.

4.22. Common Areas. Common Areas Shall be left in their natural state in perpetuity subject to the provisions of Paragraph 6 herein, Common Area shall remain in their natural state and as open space (as that term is defined in 36 M.R.S.A. § 1102(6)), and shall not be further developed, divided or partitioned. In connection therewith, clearing on the Common Areas shall be limited so as to preserve the scenic resources thereof, subject to, and in accordance with, the Concept Plan; provided, however, that the Association may take such actions as are necessary to maintain the Common Areas in a manner to promote public health and safety.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

5.1. Membership. Prior to the conveyance of any Lots by Declarant to Lot Owners, Declarant shall cause the Association to be formed. Every Owner shall be a member of the Association, provided that any person or entity who holds an interest in any Lot merely as a security for the performance of an obligation shall not be a member.

5.2. Voting Rights. Each Lot shall entitle its Owner(s) to one (1) vote. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be members, and the single vote for such Lot shall be exercised as they among themselves determine by majority vote, but in no event shall more than one vote be cast with respect to any such Lot. Declarant shall also have one vote for every Lot Declarant owns.

5.3. Declarant Control. Notwithstanding the foregoing, Declarant shall have the right to appoint, remove and replace the directors of the Board until the first meeting of members following the conveyance of 50% of the Lots. Declarant shall call a meeting within 120 days of such conveyance.

6. MAINTENANCE OF ROADS AND SIGNS.

6.1. Roads. The Association shall, for the common benefit of the Owners, maintain the Roads. Unless otherwise voted by members of the Association in an Amendment pursuant to Article 8, the Roads shall be maintained in accordance with the standards contained in paragraph 6.1.1 below. Declarant shall not be responsible for maintenance of Roads, including any plowing of the Roads.

6.1.1. Road Maintenance Standards.

(a) The Association will maintain Roads such that the Roads are kept open and free of debris during all snow free times for the safe passage of vehicles.

(b) The Association will ensure that all culverts and cross drainages are kept open and free of debris such that the passage of water is unrestricted. The Association will ensure that all damage to culverts or cross drainages are repaired promptly. The foregoing notwithstanding, in the event the Roads are used by Declarant in its commercial timber harvesting operations, Declarant shall be responsible at its expense to repair any damage caused to the Roads as the result of such timber operations.

(c) The Association will be responsible for plowing of the Roads. Notwithstanding the foregoing, in no event shall the Owner(s) of Lot 24 as shown on the Plans be required or obligated to share in, or contribute to, any of the costs and expenses associated with any plowing of the Roads other than Roads directly adjacent to said Lot 24.

6.2. Extent of Members' Easements. The rights and easements of enjoyment created hereby and in the deeds to Owners shall be subject to the rights of Declarant, its successors and assigns as herein reserved, as reserved in the deeds to Owners, and as set forth in the Concept Plan.

6.3. Rights Reserved by the Declarant. Declarant, for itself, its successors and assigns, reserves for the benefit of Declarant or any properties of Declarant or any successor or assign of Declarant, which need not include the Properties, the following rights in any properties transferred to the Association or the Owners:

(a) Unless expressly waived by Declarant, Declarant reserves exclusively unto itself, its successors and assigns, a perpetual (notwithstanding paragraph 9.1), alienable and releasable utility easement and right in, on, over and under the Roads and Common Areas.

(b) Declarant reserves, for the benefit of Declarant, its successors, assigns, employees and licensees an easement for the unobstructed use at all times of all Roads and Common Areas for all lawful purposes, including without limitation for all usual commercial forest and land management activities.

6.4. No Affirmative Obligation Unless Stated. Any reservation or right of Declarant, which is stated in or implied from these covenants, shall not give rise to any affirmative obligation or duty on the part of Declarant unless expressly stated in these covenants.

7. COVENANT FOR MAINTENANCE ASSESSMENTS.

7.1. Assessments By Declarant and The Association.

7.1.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors and assigns, to pay the Association, following such conveyance, assessments and charges as provided herein. All such assessments and charges shall be fixed, established and collected from time to time as hereinafter provided. All such assessments and charges, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be a charge on the land or dwelling with respect to which such assessments and charges are made and shall be a lien against such land or dwelling. Each such assessment and charge, together with the interest thereon and costs of collection thereof, also shall be the personal obligation of the member who is the Owner of such assessed Lot at the time when the assessment fell due.

7.1.2. Purpose of the Assessment. The assessments may be levied against the Lots for the purpose of establishing the necessary reserves and for raising funds in order to provide for maintenance of all Roads and Common Areas within the Subdivision, subject to the provisions of Paragraph 7.1.3 below.

7.1.3. Computation of Operating Budget and Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of maintaining the Roads and Common Areas during the coming year, and the proposed assessments to be levied against each Lot for the following year. The Board shall cause the budget and the proposed assessments to be levied against each Lot for the following year, to be delivered to each member at least twenty-one (21) days prior to the meeting. The budget and assessments shall be deemed ratified and approved unless disapproved at the annual meeting by a vote of seventy-five percent (75%) of the total votes cast at the meeting. In the event the budget is disapproved, the budget last approved by the members shall be continued until such time as the members approve a subsequent budget proposed by the Board.

The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the Members as follows:

Except as provided above, each Lot shall be assessed, and the Owner thereof shall pay, a fraction of said requirements, the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Lots on the Properties subject to this Declaration. The maximum annual assessment for an Owner of a single Lot shall not exceed \$300 unless so approved by 75 percent of all votes of the Association at an annual or special meeting. The sum due the Association from each individual Owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual Lots, subject to foreclosure as hereinafter provided.

7.1.4. Due Dates; Duties of the Board of Directors. All assessments shall be-payable annually in advance on the day ordered by the Board. The Board shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office, of the Association and shall be open to inspection by any member. Upon the written request of a member or his mortgagee, the Board shall promptly furnish such member or his mortgagee with a written statement of the unpaid charges due from such member.

7.1.5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.1.3 of this Article 7 shall be sent to all members not less than twenty-one (21) days in advance of the meeting. Upon written request of any institutional holder of a first mortgage, that holder shall be entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

7.2. Effect of Non-Payment of Assessment or Other Charges; the Personal Obligation of the Owner; the Lien; Remedies. If any assessment or any other charges payable pursuant to this Declaration are not paid on the date when due as provided herein, then such assessments and charges shall become delinquent and shall, together with interest of 10% annually thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the Lot by the taxing subdivision of any governmental authority, including but not limited to State, County, Town and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering the Lot. The personal obligation of the then Owner to pay such assessment or charges shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessment or charges are not paid within thirty days after the due date Declarant: or the Association, whichever is applicable, may bring an action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment or charges the costs of preparing and filing the

complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment or charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

8. Amendment. Subject to the other provisions of this Declaration and the Bylaws, this Declaration may be amended as follows:

8.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered, and shall be served upon all Owners in the U.S. Mail at the address last furnished to the Board of Directors.

(a) Resolution. An amendment may be proposed by either the Board of Directors or by Owners holding in the aggregate no less than twenty percent (20%) of the votes in the Association. No such resolution of the Board of Directors adopting a proposed amendment or proposal by Owners holding the required percentage of votes in, the Association shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the Bylaws by the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association, whether or not the Owners casting such votes are present at such meeting, and then executed and recorded as provided in paragraph 8.1 (d) of this Article.

(b) Assessment. In the alternative, an amendment may be made by an agreement signed by the Owners of the Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(c) Certain Amendments. No amendment of this Declaration shall make any change in the requirements of Section 4 or Section 6, or in any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant or its successors or assigns shall join in the execution of such amendment.

(d) Execution and Recording. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors designated for that purpose in the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded in, the Piscataquis County Registry of Deeds.

(e) Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Owners at the address last furnished to the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

8.2. Land Use Planning Commission Approval: No amendment to this Declaration shall become effective until and unless the same is approved by the Maine Land Use Planning Commission.

9. GENERAL PROVISIONS.

9.1. Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically, extended for successive periods of five years unless an instrument signed by the then Owners of 75% of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

9.2. Notices. Any notice sent or required to be sent to any Owner under the provisions of this Declaration, unless otherwise provided herein, shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as an Owner on the records of Declarant or the Association at the time of mailing. Each Owner shall have the affirmative duty and obligation to inform Declarant or the Association, whichever is applicable, in writing of any change of ownership of the properties, the Owner's current address, and any failure of the Owner to receive any information from Declarant or the Association at the correct address of the Owner.

9.3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to-violate any covenant or restriction contained herein. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien or right created by these covenants. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

9.4. Modification. Prior to the formation of the Association, by recorded supplemental declaration, Declarant may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying any such provisions, provided no such modification shall change the substantive provisions of any such document or materially alter the rights of any Owner established by any such document.

9.5. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

9.6. Arbitration. All claims, disputes and other matters in question between Declarant on the one hand, and the Association or any Owners, on the other, arising out of, or relating to this Declaration or the breach thereof, except for claims which specific provision is made herein for enforcement by court proceedings, and except for assessments and collection and

enforcement of same, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually, agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.7. Construction. Whenever the singular number is used, the same shall include the plural, use of the plural shall include the singular and the masculine, feminine and neuter genders shall include each other, as the context may require.

9.8. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Association, the Owners, and Declarant; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the Common Areas to the Rules and Regulations of the Board, but the same is not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public.

9.9. Declarant's Rights. Declarant may at any time or from time to time delegate some or all of its rights under this Declaration to the Association by a written instrument recorded in the Piscataquis County Registry of Deeds. If Declarant ceases to exist or for any reason becomes legally unable to exercise its rights and duties hereunder, such rights and duties may be exercised by the Association.

IN WITNESS WHEREOF, the foregoing instrument has been executed on the day and year first above written.

Dated:

DECEMBER 5, 2016


Hap Whelpley, President of First Roach Pond North
Shore West Homeowners Association

Maine Land Use Planning Commission

This amendment is hereby approved by the Maine Land Use Planning Commission, formerly known as the Maine Land Use Regulation Commission, as required by Declaration Section 8.2.

Dated: December 12, 2016

Attested: [Signature]
[], State of Maine Land Use Planning Commission

State of Maine

Kennebec County, ss

December 12, 2016

Then personally appeared the above-mentioned Nicholas Livsey, Director, Maine Land Use Planning Commission, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

MARYLISA YORK
Notary Public • State of Maine
My Commission Expires September 11, 2018

[Signature]
Notary Public/Attorney at Law

Printed Name: Marylisa York

Plum Creek Land Company

Plum Creek Land Company, as Declarant, hereby joins in the execution of this Amended Declaration, as required by Declaration Section 8.1(c).

Dated: December 7, 2016

Attested: [Signature]
[], Plum Creek Land Company

State of Washington

County of King, ss

December 7, 2016

Then personally appeared the above-mentioned David J. Sprinkle, Senior Legal Counsel for, Plum Creek Land Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Paul A. Hill II

Notary Public/Attorney at Law

Printed Name: Paul A. Hill II

Residing in King County, WA

