

**DECLARATION OF COMMON EASEMENTS
AND PROTECTIVE COVENANTS
APPLICABLE TO WOODBURY HILLS SUBDIVISION**

This Declaration is executed by K & W Timberlands, LLC, a Maine Limited Liability Company, having its principal office at 134 Main Street, Cornish, Maine, 04020, said company and any successor developer to whom its rights hereunder are expressly granted, are collectively referred to herein as AGrantor@.

GENERAL PROVISIONS

1. This Declaration shall apply to the residential subdivision located in Sweden, Oxford County, Maine, known as Woodbury Hills, consisting of seven building lots numbered 1 through 7, dedicated open space land containing 20.4 acres and a subdivision roadway known as Gerry Circle, said lots, open space and roadway being shown on a plan entitled AWoodbury Hills Subdivision@ prepared by Pinkham & Greer Consulting Engineers, Inc. dated June 30, 2006, and recorded in the Oxford W.D. Registry of Deeds at Plan Book 17, Page 32 hereinafter, the APlan@. Said subdivision shall be referred to herein as Woodbury Hills and is a portion of the Gerry lot conveyed to Grantor as Parcel K in deed of GMO Forestry Fund I, L.P. dated September 24, 2002 and recorded in the Oxford W.D. Registry of Deeds at Book 440, Page 630.

2. This Declaration is intended to assure that the natural beauty and the rural character of Woodbury Hills are preserved for residential use, and for the benefit and enjoyment of those who purchase residential lots therefrom. The Grantor shall have the right to amend the provisions set forth in this Declaration as to any individual lot or lots, provided that any such amendment does not conflict with the rural and residential character of Woodbury Hills. However, no amendment shall apply to, nor affect the boundaries or access to any residential lot theretofore sold by the Grantor. Nothing in this Declaration, or any amendment of the same, shall supercede any applicable federal, state or local law or regulation.

3. All conveyances of any lots from Woodbury Hills shall be deemed to include as appurtenances to each lot, the common easements below set forth, and to be subject to the following reservations and protective covenants, all as if set forth at length in said conveyance in the language following:

COMMON EASEMENTS

1. As to each lot as shown on the abovementioned subdivision plan, there shall be an appurtenant common right of way, for all purposes, over and along the subdivision roadway shown on said plan as Gerry Circle. Any entrance onto a lot from such roadway shall be constructed and maintained solely by the Grantee, and if the construction of such entrance, or after initial construction, the maintenance of such entrance (in either case in the opinion of the Grantor) interferes with surface drainage along any such roadway, then the Grantee shall, at the expense of the Grantee, install, maintain and keep clear an adequate culvert. Grantee acquires no right to make improvements within the limits of said roadway, which may be relocated, re-graded and/or improved

within its limits at any time, without liability to Grantee. Grantee understands that his use of the common easement herein granted shall be at his sole risk, and agrees to hold Grantor harmless from any liability arising out of the use of the same by the Grantee, his family, guests or licensees.

OPEN SPACE

As to each lot shown on the above mentioned subdivision plan, there shall be a common right and easement to use and enjoy the Open Space area shown on said plan containing 20.41 acres for recreational purposes and such other common purposes as the Association of lot owners referred to below shall determine. The common right to use the Open Space granted herein shall be subject to the following provisions:

- A. The use of said Open Space by any lot owner shall be subject to such rules and regulations as the association of lot owners shall establish.
- B. No individual lot owner may cut or clear or make any improvements on any part of the Open Space.
- C. The association of lot owners is authorized, by majority vote of lot owners, to develop hiking trails, cross country ski trails, snowmobile trails and picnic areas within the Open Space for use by lot owners but shall have no right to construct buildings thereon. With the exception of the drainage easement area located within the Open Space referred to below, which easement area may be kept clear, the Open Space is to be maintained in its natural wooded state with no clear cutting allowed. The association of lot owners may engage in selective timber harvesting within the Open Space provided that such harvesting maintains a well distributed stand of timber and is conducted under the supervision of a licensed forester utilizing best management practices. All proceeds of such harvesting shall be utilized for allowed improvements to the Open Space or for subdivision roadway maintenance or improvements as the association of lot owners shall determine.

VIEW EASEMENTS

As to certain lots within Woodbury Hills, there shall be an appurtenant view easement over certain other lots within Woodbury Hills as set forth below, for the purpose of maintaining mountain views to the west from residential structures and lawn and yard areas. Such view easements shall be appurtenances to the lots benefited by the same and lots over which said easements exist shall at all times be subject to such easements to the extent established herein. The view easements shall be as follows:

- Lots 1, 2 and 4 shall have a view easement over Lots 3 and 5.
- Lot 3 shall have a view easement over Lot 5.

Lots 6 and 7 shall have a view easement over Lots 3, 5 and the Open Space Lot also identified as Lot 8.

In each case, there is specifically excluded from the view easement any building, structure or appurtenance thereto constructed on the burdened lot and further excluding all natural vegetation less than 25 feet in height. The owner of the burdened lot shall be under no obligation to maintain the view easement for the benefited lot(s). The rights of the owner of the benefited lot to maintain the view easement over the burdened lot(s) shall be as follows:

The owner of the benefited lot shall have the right to enter the burdened lot(s) to remove natural vegetation which exceeds 25 feet in height and interferes with the open mountain views from residential structures and lawn and yard areas located on the benefited lot. Prior to entering the burdened lot, the owner of the benefited lot shall first give the owner of the burdened lot thirty (30) days written notice of the intent to enter and maintain the view easement which notice shall identify, in reasonable detail, the natural vegetation exceeding 25 feet in height to be removed. The owners of the benefited and burdened lot will cooperate with one another to limit the vegetation to be removed to the minimum amount required to maintain the unobstructed view from residential structures and lawn and yard areas located on the benefited lot. Following said thirty (30) day notice, the owner of the benefited lot shall have the right to enter the burdened lot to cut and remove all of the natural vegetation in excess of 25 feet in height which impedes the owner's view. Such cutting shall allow for the complete removal of said natural vegetation from the ground up. The owner of the benefited lot shall be obligated to remove all vegetation cut within seven (7) days of said maintenance, and shall return any disturbed ground cover to its prior condition to the extent reasonably possible. The proceeds of any merchantable timber removed from the burdened lot shall be paid to the owner of the burdened lot.

ROADWAY DRAINAGE

The grantor shall construct and install ditching along the sides of the Gerry Circle roadway serving the subdivision to allow for the drainage of roadway run off water northerly to the drainage easement area shown on the plan located within the Open Space northerly of Lot 5. Said ditching shall be within the limits of the roadway as shown on said plan and shall extend from the cul-de-sac of said roadway to the drainage easement by way of a culvert located in the portion of the Open Space lying between Lots 5 and 7. Neither the association of lot owners or any individual lot owner shall take any action that shall interfere with said drainage into said easement area and the association of lot owners shall maintain said ditching, culvert and drainage easement area to allow for dispersal of road water runoff into said drainage easement area.

FIRE PROTECTION HOLDING TANK

The Grantor has constructed a 30,000 gallon underground water storage tank for fire protection purposes within the area designated for such on Lot 4 of the subdivision and said Lot 4 shall be subject to an easement in favor of the Grantor, the association of lot owners described hereunder and the Town of Sweden Fire Department for access to said designated area for maintenance of and usage of said fire protection holding tank for fire suppression purposes either within or without the Woodbury Hills Subdivision and for Fire Department training. The association of lot owners referred to hereunder shall maintain said tank and access to it and shall keep the same full of water, provided that, it has been represented by the Town of Sweden that the Town will replace any water used for training or for fighting fires located outside of the Woodbury Hills

Subdivision.

PROTECTIVE COVENANTS

The following use restrictions and covenants shall apply to each lot conveyed from Woodbury Hills, to be construed as real covenants, running severally with each such lot. All such protective covenants shall remain in force until January 1, 2027, and thereafter shall continue to remain in force for successive ten year periods unless and until during any such ten year period they shall have been terminated or modified by written instrument duly executed by the owners of a majority of all residential lots within Woodbury Hills, with said instrument being duly recorded in Oxford W.D. County Registry of Deeds. Invalidation of any one or more of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect:

1. Commercial Uses Prohibited: The lot conveyed shall be used for private residential purposes, and not for commercial purposes. This restriction shall not be construed to prevent rental of any residence on said lot for private residential purposes; nor to prevent the conduct of professions, craft work, artistic endeavors, and similar home occupations, but only where conducted from within a private residence, solely by individuals regularly living therein.

2. Only One Principal Dwelling: No more than one principal residential building, which shall be designed primarily for single family use, shall be maintained on any single lot at any one time. This restriction shall not prevent the erection of such auxiliary structures as a garage, a storage building, a pump house, or the like, as the owners may desire to construct and maintain in connection with private residential use of said land.

3. Building Location: No buildings or other structures shall be located within the building set back lines as shown on the Plan being 100 feet from Black Mountain Road and the southwesterly sidelines of Lots 1, 3 and 5, 25 feet from Gerry Circle and 15 feet from all other property lines.

4. Natural Buffer Strip: A 100-foot natural buffer strip as shown on the Plan shall be maintained along Black Mountain Road on Lots 1 and 2 and along the westerly property line of Lots 1, 3 and 5. The natural buffer strip shall be maintained either with its existing vegetation or may be landscaped with grass or bark mulch and shrubs or trees. Crushed rock or materials such as concrete or asphalt and green paint are not acceptable materials for the development of a natural buffer strip. So as not to interfere with views from other lots in Woodbury Hills, vegetation within the 100 foot buffer strip located on the westerly sidelines of Lots 1, 3 and 5 shall not exceed 20 feet in height. The owners of any lots within Woodbury Hills whose view is impacted by vegetation exceeding this

20 foot limit, shall specifically have the right to enter onto the buffer strip and remove any vegetation exceeding this height limit.

5. Building Requirements: All structures erected on any lot shall have as exterior finish clapboards, shingles, log, masonry, vinyl, or other equal quality finish, with no tar paper, tarred shingles, or other types of tarred siding allowed. Each residential building shall contain at least 1,000 square feet of living area exclusive of porches, basements, breezeways, attics, sheds and

garages and shall be built on a full foundation or a concrete slab. All structures erected on any lot shall be promptly and expeditiously completed as to their exteriors, including paint, stain or varnish on any exterior surfaces above the foundation, within twelve months after construction is commenced.

6. Maintenance of Neat Appearance: No disabled or unregistered vehicles, junk, or debris shall be stored or kept in open view on the premises; and should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements above set forth.

7. Animals: No animals or fowl shall be kept on the premises except ordinary household pets, regularly housed within the home.

8. Mobile Homes and Tents: No mobile homes shall be kept on a lot. With the exception of small tents used for play by children, no camping trailers, travel trailers or tents or other form of mobile or temporary residence may be occupied on a lot, but camping trailers or travel trailers, up to a total of two, may be stored on a lot, provided that they are unoccupied, and are stored in a location that is not within the building set back area for that lot.

9. No Direct Access to Black Mountain Road: Access to each lot shall be by way of the subdivision roadway known as Gerry Circle as shown on the Plan. No direct access onto Black Mountain Road may be had from any lot.

10. Maintenance of Road: In order to maintain and improve the subdivision roadway shown on the Plan as Gerry Circle, the owner of each lot hereby conveyed, shall annually pay to the Grantor within thirty days after the same is billed, his proportionate share of the annual cost of maintaining and improving said roadway, including real estate taxes and any insurance thereon, and including snow removal in the winter. The share assessed to each lot owner shall be determined by dividing the annual expense of maintenance, improvements and plowing by the total number of lots within the subdivision. Grantor shall have discretion to determine the areas requiring maintenance and/or improvement in any year. Grantor reserve the right at any time to terminate their rights and obligations under this paragraph, without advance notice, whereupon, pending their transfer of common rights to an association representing lot owners, as below allowed, lot owners shall select one or more from their number to succeed to the rights and duties of the Grantor under this paragraph. For the safety of the neighborhood and the protection of the road, Grantee agrees, for himself, his guests and licensees, to exercise discretion in the use of said roadway, and to observe all reasonable traffic regulations as determined by the Grantor and designated by appropriate signs, including seasonal regulations limiting the weight of, or otherwise restricting or prohibiting, vehicular traffic while the ground is thawing.

11. Association of Lot Owners: The Grantor may procure the organization of an association representing the owners of lots within Woodbury Hills of which the owner of each lot will automatically be a supporting member, with full equal voting rights. Grantor may transfer to such association its title to the common roadway and Open Space area shown on the Plan and this association shall accept title thereto, subject to the reservations above set forth, together with their powers and obligations with respect to the maintenance, improvement and regulation of the same,

and their rights to collect annual maintenance payments therefore. Upon such transfer, said association shall succeed to Grantors' rights and duties relative to administration of the use restrictions herein imposed.

12. Enforcement of Restrictions: Any breach of the use restrictions established hereunder shall be deemed a nuisance, which after fifteen days following mailing of written demand for conformance to the last known address of the lot owner, the Grantor, and the above mentioned association representing lot owners shall have the right, but not the duty to abate. The right is expressly reserved to enter any lot or structure thereon to abate such nuisance, without liability for trespass or otherwise, and this shall be in addition to all other remedies for enforcement permitted by law. In every such case, the party enforcing such restriction shall be entitled to recover from the owner of the lot in question all expenses for abatement and/or enforcement, including reasonable attorney's fees. The Grantor, so long as it owns one or more lots in Woodbury Hills and the above mentioned association representing lot owners, shall each have the right to waive minor violations of the restrictions herein imposed. Any such waiver shall be revocable, and neither a waiver nor a failure to enforce any restrictions shall be deemed to be a waiver of any future violation, nor to preclude the future enforcement of any of these restrictions.

13. General Covenant: All obligations herein shall be binding on and all rights and privileges shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of each lot, and shall be construed as running severally with each lot in Woodbury Hills conveyed. the restrictions set forth herein shall not apply to the use of lots in Woodbury Hills by the Grantor or its agents in connection with the development of said lots, pending the separate conveyance of any such lot. where the grantee of this conveyance be more than one in number, or be of the feminine sex, or be a corporation, the pronouns and relative words herein used referring to such grantee(s) shall be construed as if written in the plural, feminine or neuter as would be appropriate under the circumstances.

IN WITNESS WHEREOF, being all of the members of K & W Timberlands, LLC, John H. Khiel III and John A. Wadsworth have hereunto set their hands this _____ day of _____, 2007.

K & W TIMBERLANDS, LLC

Witness

By: _____
John H. Khiel, III, Member

By: _____

Witness

John A. Wadsworth, Member

STATE OF MAINE
OXFORD, SS.

_____, 2007

Personally appeared John H. Khiel III and John A. Wadsworth, as Members of K & W Timberlands, LLC, and acknowledged the foregoing instrument to be their free act and deed, acting in said capacities, and the free act and deed of said company.

Before me,

Notary Public

Type or Print Name of Notary Public

My Commission Expires:
