

DECLARATION OF COVENANTS AND RESTRICTIONS
KINEO and ROCKWOOD, MAINE - FINAL CORRECTED VERSION

THIS RESTATEMENT OF AND AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration"), originally made by T-M Corporation by instrument dated May 1, 1989, and recorded in the Piscataquis County Registry of Deeds at Book 723, Page 51, and in the Somerset County Registry of Deeds at Book 1518, Page 253, and subsequently amended by instruments dated (a) May 22, 1991, and recorded in the Piscataquis County Registry of Deeds at Book 810, Page 275 and in the Somerset County Registry of Deeds at Book 1695, Page 206; (b) June 15, 1995, and recorded in the Piscataquis County Registry of Deeds at Book 997, Page 162; (c) June 2, 1998, and recorded in the Piscataquis County Registry of Deeds at Book 1134, Page 201; and (d) September 11, 2012, and recorded in the Piscataquis County Registry of Deeds at Book 2189, Page 158 (collectively hereinafter referred to as the "Original Declaration"), is made as of the 26th day of July, 2014, pursuant to Section 7.2 of the Original Declaration, as amended, by at least 75% (and 90% as to any changes to Article V provisions) of the shares of the KINEO COMMUNITY OWNERS ASSOCIATION (hereinafter referred to as "KCOA" or "Association"), a nonprofit corporation duly organized under the laws of the State of Maine on February 8, 1991, having a place of business in Kineo Township, Piscataquis County, and an address of P.O. Box 188, Rockwood, Maine 04478, being a Homeowner's Association duly acting as the successor to the declarant of the Original Declaration, T-M CORPORATION, a Maine corporation as of the date of this document.

WITNESSETH:

WHEREAS, T-M Corporation has as of the date of the date of this Restatement sold all its interest in the Property and a number of provisions contained in the Original Declaration have become obsolete; and

WHEREAS, the required majority of members of the Association find it expedient to revise the Original Declaration and restate it in its entirety as revised for the convenience of all present and future owners of Parcels; and

WHEREAS, KCOA intends to protect the ecological and natural attributes of the "Land" and the "Property" (as such terms are defined in Section 1.1 and 2.1 hereof) and intends that any use of the Property comply with all the terms and conditions of Subdivision Permit #596 as issued by the Maine Land Use Regulation Commission and standards and regulations promulgated pursuant to said permit as it may be amended from time to time; and

WHEREAS, KCOA desires to promote the harmony of any use of the property with the surrounding natural environment and to protect and preserve the historical, cultural and scenic quality of the property; and

WHEREAS, to these ends, KCOA desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW THEREFORE, KCOA declares that the property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "Covenants and Restrictions") hereinafter set forth and, by the acceptance of a deed of conveyance of all or any part of the land and/or interest therein, whether or not the deed shall so express, the person to whom such interest is conveyed shall be deemed to accept and to covenant and agree to be bound by, to comply with, and to be subject to each and every one of the covenants and restrictions hereinafter set forth and each and every other provision of this Declaration.

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1 Certain Definitions – In addition to those terms defined elsewhere in this Declaration or any supplemental Declaration, as defined in Section 2.1 hereof (unless the context shall prohibit) shall have the following meanings:

a) "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time.

b) "By-Laws" shall mean the By-Laws of the Association as they may be amended from time to time.

c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the land or any parcel or portion thereof, or the record owner of any of the cottages or buildings existing on the property subsequent to January 1, 1989, but notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

d) "Structures" shall mean any building or other improvement erected, constructed or brought onto the property, the use of which requires or entails a more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 The Property – The real property, or any portion thereof, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Kineo Township and Days Academy Grant, Piscataquis County, Maine, and Rockwood Strip, Somerset County, Maine and is more particularly described as follows:

That being a part of the same property as conveyed by the Rines-Atherton Trust, Nancy Metz, Trustee to T-M Corporation on March 3, 1988, and recorded in the Somerset Registry of Deeds at Book 1411, Page 166, and the Piscataquis Registry of Deeds at Book 670, Page 227.

All of which real property shall hereinafter be referred to as the "Property." KCOA shall have the right at any time, and from time to time, to subject to this Declaration any additional real property located in Kineo Township or Days Academy Grant, Piscataquis County, or Rockwood Strip, Somerset County, Maine, by recording in the appropriate County Registry of Deeds a supplemental Declaration of Covenants and Restrictions (the "Supplemental Declaration") which describes such additional real property and states that such additional property shall be subject to this Declaration. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions or other provisions contained in this Declaration as may be necessary or appropriate in the opinion of Declarant to reflect the different characteristics, if any, of such additional property. Upon the recording of any such Supplemental Declaration, the real property described therein shall be deemed to be a part of and included in the property for all purposes hereunder and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, as supplemented, modified or amended by such Supplemental Declaration. The term "Parcel" as hereinafter used in this Declaration shall mean any one of the parcels of land designated as (a) parcels numbered 1 – 48, or any of the cottages or buildings on the plan entitled "Kineo Final Subdivision Plan" and dated January 2, 1974, and recorded in the Piscataquis County Registry of Deeds in Plan Cabinet D, File # 133-139; (b) parcel numbered 13 on the plan entitled "Amendment to Kineo Final Subdivision Plan" dated June 6, 1989, and recorded in the Piscataquis County Registry of Deeds in Plan Cabinet I, File # 68; (c) parcel numbered 6 on the plan entitled "Amendment to Kineo Final Subdivision Plan" dated June 6, 1989, and recorded in the Piscataquis County Registry of Deeds in Plan

Cabinet I, File # 71; (d) parcels numbered 49-65 on the plan entitled "Plan Showing Limits of Kineo Golf Course" dated May 5, 1995, and recorded in the Piscataquis County Registry of Deeds in Plan Cabinet L, File # 57; (e) parcels numbered 63A, 63B, 63C, 63D, 63E, 63F and 63G on the plans entitled "Final Subdivision Plan for Clyde M. & Sandra B. Billing" dated November 21, 2006, and recorded in the Piscataquis County Registry of Deeds in Plan Files 2007, Pages 22 and 23; and any parcels of land similarly designated on any survey plan of any additional real property subjected to this Declaration as hereinabove provided, and any additional lot or parcel created by the subsequent division of any of the property subject to this Declaration.

Section 2.2 Mergers – Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation or permitted by law, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with respect to the property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration with respect to the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Membership – Each Owner shall be a member of the Association provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 3.2

Casting of Votes – The vote in the Association allocated to a parcel, cottage or building can only be cast as a unit and cannot be split. If a parcel, cottage or building is owned of record by one person, that property owner's right to vote shall be established by the record title to the property. If ownership of a parcel, cottage or building is in the name of more than one person, the person who shall be entitled to cast the vote allocated to that parcel, cottage or building shall be the person named in a certificate executed by all the owners of such property and filed with the Secretary of the Association. If ownership of a parcel, cottage or building is in a corporation, partnership, trust or estate, the officer or employee of that corporation, partner of that partnership, trustee of that trust, or agent of that estate, entitled to cast for the corporation,

partnership, trust or estate, the vote allocated to such property shall be designed in a certificate for that purpose executed by the president or vice-president of that corporation, and attested to by the secretary or clerk of that corporation, executed by all the partners of that partnership, or executed by all the beneficiaries of that trust, executed by either all the devisees of that estate or by order of the Probate Court and filed with the Secretary of the Association. Such certificates of multiple owners, corporations, partnerships, trusts or estates shall be valid until revoked by a subsequent certificate similarly executed and filed with the Secretary of the Association. Wherever the vote, approval or disapproval, of a parcel, cottage or building owner is required by this Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association, such vote, approval or disapproval shall be made only by the person who would be entitled pursuant to such certificate to cast at any meeting of the Association the vote allocated to such property. If a multiple owner of a parcel (that is not a partnership, trust, estate or corporation) has failed to file said certificate with the Secretary of the Association and only one of the multiple owners is present at a meeting of the Association, he shall be entitled to cast at the meeting the vote allocated to that parcel, cottage or building without establishing the concurrence of the absent owners just as though that person were the sole owner of the property. If a multiple owner of a parcel, cottage or building (that is not a partnership, trust, estate or corporation) has failed to file said certificate with the Secretary and if more than one owner of that property is present at the meeting, the vote allocated to that property may be cast only in accordance with the agreement of a majority of the multiple owners present at the meeting. Such majority agreement shall be conclusively presumed if any one of those multiple owners shall cast the vote allocated to the parcel, cottage or building without protest being promptly made at the meeting to the person presiding over the meeting by any other owners of that property. For purposes of this subsection, a mortgagee shall not be deemed to be a record owner of a parcel, cottage or building unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3.3 Membership Voting – Whenever any matter is to be voted on by the members of the Association pursuant to the provisions of this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association the total of all votes cast shall be counted to determine the result, unless an alternative provision for voting or counting votes on such matter is expressly set forth in this Declaration, the Articles of Incorporation or the By-Laws. Each Owner (as defined in Section 1.1.c) shall have one vote.

ARTICLE IV

EASEMENT FOR EXISTING ROADWAYS

Section 4.1 Creation of Easement – KCOA hereby creates and reserves for the benefit of KCOA, its successors and assigns, each Owner, a perpetual right-of-way and easement, in common with others, for ingress and egress by foot or vehicle over land management roads present or hereafter located on the Property in said Kineo Township, Days Academy Grant or Rockwood Strip. KCOA, its successors and assigns, and each other Owner shall have a perpetual right-of-way and easement for ingress and egress, by foot or vehicle (as described in Section 5.13G), to pass and repass along the roadways.

ARTICLE V

GENERAL COVENANTS

Section 5.1 Applicable Laws, Rules and Regulations – The property and any use thereof, shall be subject to all applicable governmental laws, rules and regulations, including but not limited to the terms and conditions of subdivision permit #596 issued by the Maine Land Use Regulation Commission (now Maine Land Use Planning Commission) as it may be amended from time to time. In addition, the property, and any use thereof, shall be subject to the other covenants and restrictions set forth in this Article V, which covenants and restrictions shall be interpreted as minimum requirements applicable to the property.

Section 5.2 Site Location and Setback – KCOA, its successors and assigns, shall approve the site location and the architecture of any building to be built on any of the lots on the Property now existing, or to be created in the future, prior to any clearing or construction commencing. No structure or any other improvements of any kind, including but not limited to septic systems, fences, walls and parking areas, shall be erected or placed on any parcel: (a) within seventy-five (75) feet of the normal high water mark of Moosehead Lake; (b) within twenty-five (25) feet of any boundary line of a parcel, except for cottages already existing as of June 1, 1973. The restrictions set forth in this Section 5.2 shall not prohibit an Owner from constructing an access driveway to the primary dwelling unit on a parcel provided, however, that the location and design of such driveway shall first be approved by KCOA, its successors and assigns.

Section 5.3 Siding – No exterior siding materials shall be used on any structure erected or placed on any parcel other than natural log siding, natural logs, natural shingles or natural clapboards, which materials shall not be painted or stained in a manner which changes their natural coloring, but which may be treated with a preservative which maintains the natural colorations of the siding material and that such material shall harmonize with the environment to the greatest extent possible. No other siding materials, paint or stain shall be used with the prior written consent of KCOA, its successors and assigns.

Section 5.4 Roofing – No roofing materials shall be used on any structure erected or placed on any parcel, the visible exterior surface of which material is any color other than a natural-tone brown, natural-tone gray or natural-tone green, and which color shall be approved in writing prior to the installation of said roofing material by KCOA, or its successors and assigns.

Section 5.5 Floor Area – Any permanent dwelling structures erected on any parcel shall have a finished interior first floor above ground living area of not less than one thousand (1,000) square feet, excluding any garage space, decks or porches, provided however, that in the case of a bonafide split level dwelling being erected on the property, the dwelling shall have at least one thousand four hundred (1,400) square feet of interior finished living area.

Section 5.6 Height – No structure erected or placed on any parcel shall have more than three stories, excluding any basement which is substantially below ground.

Section 5.7 Grade of Roads – No access road, driveway or other patch cleared of vegetation in excess of six (6) feet in width, which has an incline grade in excess of twelve percent (12%), shall be constructed or created on a parcel without the prior written approval, as to the location and design of such driveway, road or path by KCOA, or its successors and assigns. Any such access road, driveway or path shall be constructed, located and designed in such a manner so as to minimize and disperse water run-off and to minimize erosion. The foregoing restriction is designed to control water run-off and erosion and phosphorus and/or nitrate build-up in Moosehead Lake and to otherwise avoid adverse effects on neighboring parcels and roads.

Section 5.8 Construction Period – The construction of any structure erected on any parcel shall be completed within six (6) months of the date of the commencement of construction thereof, except for interior finishing work. The date of commencement of construction shall be deemed to be the date on which foundation work for the structure is commenced. Further, no building or structure on any lots on the Property whether now existing, or to be created in the future, may be occupied unless the exterior of the building has been fully completed and the lot has been suitably graded and further provided that the interior of said building shall be substantially completed within twenty-four (24) months of the date of occupancy.

Section 5.9 Temporary Dwellings – No mobile home, trailer, camper, tent platform or other similar dwelling unit (collectively referred to herein as a "Temporary Dwelling") shall be placed on any parcel or otherwise attached to or left on any parcel.

Section 5.10 Removal and Severing of Trees

(a) Any removal or severing of trees, bushes or other natural growth located anywhere on a parcel shall be done in a scattered pattern. No portion or part of any parcel shall be clear-cut for the creation of a lawn or for any other purpose except as may be necessary for the structural foundation of a dwelling or other structure or for the location of a septic system or for the creation of an access roadway to the primary dwelling residence on the parcel or for the creation of a footpath, without the prior written consent of KCOA, its successors and assigns.

(b) The purpose of the restriction in this Section 5.10 is to protect the water quality of the ponds and Moosehead Lake and to disburse water run-off so as to avoid any concentration of phosphorous or other natural contaminants in the soils, ponds or Moosehead Lake by maintaining natural growth on the parcels with different levels of underground growth of roots and to preserve the overall aesthetic character of each parcel as semi-forested land as viewed from the lake, roadway or neighboring parcel and so as to provide at all times that each parcel remains hospitable for the wildlife indigenous to the area.

(c) No tree having a diameter in excess of eight (8) inches may be cut on any lot without the prior written approval of KCOA, its successors and assigns.

Section 5.11 Buildings – No structure other than a private single family residence, and such outbuildings as are usual and appurtenant to a private residence shall be erected or placed on any lot. No lot shall be subdivided for sale purposes or otherwise. Further, that no premises erected or placed on any lot may be used or occupied for any purpose other than private residential purposes, and shall not be used or occupied for trade or business of any kind whatsoever. PROVIDED, however, that upon Lots 63C and 63D there shall be permitted to be placed a building not to exceed 8,500 square feet in size to be used for the sole purpose of storing and servicing equipment utilized in the operation and maintenance of the golf course located on the Kineo peninsula.

Section 5.12 Reserved

Section 5.13 Uses of Common Land – The common land may be used for sanitary landfill, leaching and other means of effluent disposal approved by the Maine Land Use Planning Commission and/or the State Department of Environmental Protection or any government agency of competent jurisdiction, the storage of fuel, the drilling of wells not less than required distances from effluent disposal, the construction of additional cultural and recreational amenities desired by the community and/or KCOA, parking for motor vehicles, the construction of facilities for the maintenance and distribution of electric power, cable television and any other utilities, the

construction of wharfage, turf nurseries for the golf course, the construction of storage space, the digging and hauling of gravel and other fill in existing and approved areas. A common right of ingress and egress is reserved for all lot, cottage and condominium owners across the common land. Any alteration of the common land shall require the approval of KCOA, its successors and assigns.

The common right of ingress and egress across the common land shall not apply to that portion of Kineo Final Subdivision Plan dated January 2, 1974 and recorded in the Somerset County Registry of Deeds on that portion designated as common land on the most northerly portion of property situated in Rockwood directly opposite the garage building and easterly of Lake Street.

The portion of the premises used as the golf course and that portion of the premises known as the Breakwater Club House are hereby withdrawn from the designation as common land. The delineation of the premises hereby withdrawn shall be final upon the recording of a survey in the Piscataquis Registry of Deeds. The common right of ingress and egress across the golf course shall continue together with all other rights to be excepted in an instrument of conveyance of the golf course.

Section 5.13A No livestock or poultry of any kind shall be bred, kept or raised on any lot or common area, except that dogs, cats and other domestic animals may be kept provided they are not bred, kept or maintained for any commercial purposes.

Section 5.13B No fences or hedges for the purpose of dividing or enclosing any lot on the Property now existing, or to be created in the future, higher than four (4) feet shall be constructed or planted forward of the front elevation of any dwelling erected on the within-described lots.

Section 5.13C The expense of maintaining and repairing all roads on the Kineo Peninsula shall be shared equally by all owners of cottages, lots and condominium dwelling units.

Section 5.13D Cottages reserved by the original declarant T-M Corporation as shown on the Kineo Subdivision and Land Use Plan shall be used for the purpose of single family dwelling units with the exception of Oak Lodge, which is reserved for commercial use or as a duplex dwelling unit. Owners of existing cottages shall have the same rights to the common land as lot and condominium owners.

Section 5.13E Waterrights - KCOA, its successors and assigns, reserve all water rights to springs and wells on the common land, except two wells drilled by other property owners, and excepting further the use of

sufficient water from springs for the purpose of providing drinking water to any lots on the Property now existing, or to be created in the future.

No well shall be drilled for the purpose of obtaining potable drinking water within two hundred (200) feet from the edge of any leaching area located on said lots number one (1) through eleven (11). Furthermore, no well may be drilled on lots or common area adjacent to lots numbered one (1) through eleven (11) unless said wells are more than two hundred (200) feet from the edge of any leaching area.

Section 5.13F KCOA, its successors and assigns, reserve the right to all gravel and fill in existing fill areas and such areas on the common ground which may be approved by all government agencies of competent jurisdiction for the purpose of obtaining fill. No fill shall be sold for purposes other than the development.

No well shall be drilled for the purpose of obtaining potable drinking water within one hundred (100) feet from the edge of any leaching area located on said lots numbered twelve (12) through forty-eight (48). Furthermore, no well may be drilled on lots or common area adjacent to lots numbered twelve (12) through forty-eight (48) unless said wells are more than one hundred (100) feet from the edge of any leaching area. No leaching area may be located within two hundred fifty (250) feet of Moosehead Lake.

Section 5.13G That owners on Kineo be allowed to drive their vehicles to and from, but not between, the properties on the Kineo Peninsula. This provision means to allow access by motor vehicles to the owners of a cottage or home on the Kineo Peninsula, but that once the vehicle is at the owner's property, it may not be used, except to leave the peninsula and that transportation on and around the Property shall be as restricted in 5.13H herein.

Section 5.13H No two-wheel motor vehicle with an engine displacement of more than one hundred twenty-five (125) cubic centimeters may be used on the Kineo Peninsula. The use of motorcycles and so-called "mini-bikes" and motorbikes shall be prohibited on the Kineo Peninsula, but not motor scooters (such as mopeds). The community is designed such that the use of golf carts (or similar vehicles), both gas and/or electric, shall be the major means of transportation about the property, said golf carts (or similar vehicles) to be approved as to size, color and design by KCOA, its successors and assigns.

All conveyances are to be made subject to any rights, easements, covenants and land uses shown on the plan, Kineo Subdivision and Land Use Plan, Piscataquis County and Somerset County, Maine, prepared by Peter Bergh Associates, Inc., Shelburne, Vermont, recorded in the Piscataquis County and Somerset County Registries of Deeds.

Section 5.13I KCOA, its successors and assigns, reserve an easement over the common land for the purposes of building roads. KCOA reserves all ownership of utilities until such time as they may be taken over by a public utility. KCOA also reserves the right to cut trees on the common land for the purpose of opening views and for the purposes above and in restriction number 5.13.

Section 5.13J Reserved.

Section 5.13K By a vote of ninety percent (90%) of the Owners (as described in Section 3.3), and an advisory ruling from the Land Use Planning Commission relative to the impact, if any, on the existing approved subdivision, any provision of Sections 5.1 through 5.13, including all lettered sections of Section 5.13, may be amended, altered, repealed or created.

Section 5.13L

Lake access and parking on the Rockwood property shall only be located on those parcels so designated on Plan dated May 9, 1991, to be recorded in the Somerset County Registry of Deeds.

Section 5.13M Reserved.

Section 5.13N Reserved.

Section 5.13O Reserved.

Section 5.13P No satellite dishes any larger than 42 inches in diameter or antennas of any kind except regular television antennas with a larger than 6 feet horizontal span may be used on any building or structure without the permission of KCOA, its successors and assigns.

Section 5.14 Enforcement – The Association and each owner shall have the right to enforce this Declaration.. If KCOA takes any legal action against an Owner to enforce this Declaration and prevails in such action, then the Owner shall assume and pay all costs, including Attorney's fees, incurred by KCOA in connection with such action and such costs shall be lien on the parcel with respect to which the action was brought, which lien shall be enforceable as a lien for assessments pursuant to Section 6.6 of this Declaration. Any party seeking to enforce this Declaration shall be entitled to seek injunctive relief and other equitable and legal remedies, and each Owner, by acceptance of a deed to any portion of the land, acknowledges that remedies available at law may not be adequate against the breach of the covenants and restrictions.

Section 5.15 Documents – Declarant may require any Owner to take any action or execute any document reasonably requested by Declarant in order to grant, create, perfect or otherwise facilitate any of the covenants, reservations, easements or rights-of-way described or contained in this Declaration.

Section 5.16 Interpretation – In the event of any question or dispute with respect to the interpretation of this Declaration, KCOA shall have the right, but not the obligation, to interpret this Declaration. Any decision concerning the interpretation of this Declaration supported by a 2/3 majority of the Owners shall be issued in writing and may be relied upon by any Owner or any other person.

ARTICLE VI

COVENANTS FOR ASSESSMENTS AND CREATION OF LIEN

Section 6.1 Annual Assessment for Association Expenses – The Association, acting through the executive board in accordance with the Association By-Laws, shall have the power to fix and determine an annual assessment for the purpose of paying or creating a reserve for any Association expense. The amount of the annual assessment shall be based upon an annual budget for the Association to be adopted by the Association as provided in Section 6.4 of this Declaration. Such budget shall be based upon a good faith estimate of the Association expenses for the year covered by the budget. The Association may adjust the amount of the annual assessment from time to time as the Association may in its discretion deem necessary or advisable. Each Owner shall be liable for such Owner's "pro rata share" as hereinafter defined, of the total annual assessment on the date the assessment is established, which pro rata shall be an amount equal to the product obtained by multiplying such annual assessment by a fraction, the numerator of which is the total number of parcels, cottages or buildings owned by such Owner and the denominator of which is the total number of parcels, cottages or buildings owned by all Owners.

Section 6.2 Special Assessments – In addition to the annual assessments authorized above, the executive board shall have the power to levy special assessments from time to time for the purpose of paying or creating a reserve for, in whole or in part, the cost of any expense which the Association is entitled to incur pursuant to the provisions of this Declaration, the Articles of Incorporation, the By-Laws or by law and which is not scheduled to be paid in a budget adopted by the Association. Each Owner shall be liable for such Owner's pro rata share of the total special assessment on the date the assessment is established by the Association, which pro rata share shall be determined in the same manner as provided in Section 6.1 with respect to annual assessments.

Section 6.3 Payments of Assessments - The executive board of the Association shall establish a schedule of payments for the annual and special assessments, on an annual lump sum, monthly or other basis. The Association shall be entitled to collect an estimated amount of any assessment in advance of the determination of the actual amount of the assessment. When the actual amount of an assessment is determined, each Owner shall pay to the Association such Owner's pro rata share of the excess of the total actual assessment amount over the total estimated assessment amount paid, if any, or the Association shall return to each Owner or, at its discretion, apply to the next assessment due from the Owner, the excess of the total estimated assessment amount paid over the Owner's pro rata share of the total actual assessment amount, if any. Each Owner's pro rata share of an assessment shall be paid within fifteen (15) days after the Association gives such Owner notice of the amount of the assessment and such Owner's pro rata share thereof.

Section 6.4 Adoption of Association Budget

(a) The executive board of the Association shall recommend an annual budget for the Association and shall call a meeting of the Association at least annually for the purpose of presenting the recommended budget, written notice of which meeting shall be sent to all members of the Association at least fifteen (15) days but not more than fifty (50) days in advance of such meeting and shall include a summary of the recommended annual budget. The budget recommended by the executive board shall be deemed to be adopted by the Association for the period therein specified unless the budget is rejected by a vote of not less than seventy-five percent (75%) of the votes of the Owners. In the event such proposed budget is rejected, the budget last adopted by the Association shall be continued until such time as the Association adopts a subsequent budget proposed by the executive board.

(b) The quorum required for a meeting to consider the budget shall be as follows: At the first meeting of each year called as provided hereinabove, the presence at the meeting of members, or of proxies, entitled to cast forty percent (40%) of the Owners shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth hereinabove and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than seventy-five (75) days following the preceding meeting.

Section 6.5 Commencement

(a) The executive board of the Association shall fix the date of commencement and the amount of the assessment against each parcel for each

assessment period at least fifteen (15) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall promptly thereafter be sent to every Owner subject thereto.

(b) The Association shall, upon demand, within a reasonable time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to as having been paid.

Section 6.6 Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association

(a) If any Owner's pro rata share of an assessment is not paid on the date when due (being the date that is fifteen (15) days after the Association gives the Owner notice of such assessment and such Owner's pro rata share thereof, and referred to herein as the "Delinquency Date"), then such Owner's pro rata share of such assessment shall become delinquent and shall, together with: (i) all costs and expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent Owner's pro rata share of such assessment, by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens; and (iii) such interest thereon as hereinafter provided, all of which shall be deemed to constitute part of the delinquent pro rata share of such assessment and shall be collectible as such, shall thereupon become a continuing lien on the parcel to which such pro rata share of such assessment applies, effective as of the delinquency date. Such lien shall bind such parcel in the hand of the Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such pro rata share of such assessment, however, shall remain his personal obligation and shall not pass to his successor in title unless expressly assumed by them.

(b) If any Owner's pro rata share of any assessment is not paid within thirty (30) days after the delinquency date, such Owner's pro rata share of such assessment shall bear interest from the delinquency date at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclosure the lien against the parcel in the same manner provided by law for the foreclosure of mortgages. In the event a judgment is obtained, such judgment shall include all costs, expenses and payments of the Association, including reasonable attorney's fees, as hereinabove provided.

Section 6.7 Subordination of the Lien to Mortgages – The line of the assessments provided for herein shall be subordinate to the lien of (a) any mortgage or mortgages which were placed upon any parcel, cottages or buildings subject to assessment prior to and including the date of recording of the Declaration; and (b) any first lien mortgage which was placed upon any parcel, cottage, or building subject to assessment after the date of recording of this Declaration, which mortgage or mortgages were recorded in the Somerset County or Piscataquis County Registries of Deeds before the delinquency date for such assessment; and the foreclosure of such mortgage, the sale or transfer pursuant to foreclosure shall extinguish the subordinate lien of assessments. Such sale or transfer shall not relieve such parcel, cottages or buildings from liability for any assessments thereafter coming due, nor from the lien of any such subsequent assessment. The entire unpaid pro rata share of assessments by the Association chargeable to such parcel, cottages or buildings which become due prior to such sale or transfer, shall become common assessments collectible from all Owners, including the Owner acquiring ownership of such parcel, cottages or buildings by such sale or transfer. Such foreclosure shall not release the delinquent former Owner from personal liability to the Association for unpaid assessments.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Duration – This Declaration shall continue and remain in full force and effect for a period of ten (10) years after the date of the recording hereof in the Somerset County and Piscataquis County Registries of Deeds. Every ten (10) years thereafter, this Declaration shall be automatically renewed for a period of ten (10) years unless this Declaration is terminated in accordance with the provisions of this Section. This Declaration may be terminated at any time by the recording of an instrument directing termination signed by one hundred percent (100%) of the Owners.

Section 7.2 Amendment – Any provision contained in this Declaration, with the exception of those enumerated in Section 5.13K, may be amended or repealed by the recording of a written instrument or instruments specifying the amendment or the repeal signed by seventy-five (75%) of the Owners.

Section 7.3 Effect of Provision of Declaration – Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration shall be deemed a covenant running with the property as a burden with and upon the title to each parcel of real property subject hereto for the benefit of all other real property subject hereto.

Section 7.4 Limited Liability – KCOA, nor any of its agents, or employees shall be liable to any party from any action or for any failure to act with respect

to any matter arising in connection with this Declaration if the action taken or failure to act was in good faith and without malice.

Section 7.5 Successors and Assigns – Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of KCOA, and each Owner and their respective heirs, personal representatives, successors and assigns.

Section 7.6 Severability – Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid enforceable part of a provision of this Declaration.

Section 7.7 Captions – The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision of this Declaration.

Section 7.8 No Waiver – Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provisions or of any other provision of this Declaration.

Section 7.9 Reserved.

Section 7.10 Reserved.

Section 7.11 Notice – Any notice required to be delivered to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when hand-delivered or mailed, postage prepaid to the last known address of the person who appears as Owner on the records of the Association at the time of such delivery or mailing.

Section 7.12 Enforcement – Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain violation or to recover damages, and against the land and/or the property to enforce any lien created by this Declaration; and failure by KCOA, or any Owner, to enforce any provision herein contained shall in no event be deemed a waiver of the right to so do thereafter.

IN WITNESS WHEREOF, at least ninety percent (90%) of the members of said Kineo Community Owners Association have signed this Declaration which shall replace the Original Declaration as of the date of recording of this Declaration in the Piscataquis and Somerset County Registries of Deeds..

**CORRECTION OF SCRIVENER'S ERRORS IN THE
DECLARATION OF COVENANTS AND RESTRICTIONS
KINEO and ROCKWOOD, MAINE**

**RECORDED IN THE PISCATAQUIS COUNTY REGISTRY OF DEEDS
AT BOOK 2419, PAGE 47**

WHEREAS, the members of the KINEO COMMUNITY OWNERS ASSOCIATION (the "Association") caused a DECLARATION OF COVENANTS AND RESTRICTIONS to be recorded on March 9, 2016, in the Piscataquis County Registry of Deeds at Book 2419, Pages 47[✓] through 118 (the "Restated Declaration"); and

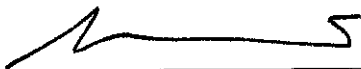
WHEREAS, the Restated Declaration contained scrivener's errors in (a) Article V, Section 5.13D (by omitting the clarification that T-M Corporation was the original declarant); and (b) Article VI, Section 6.4, which consist of one transcription error and the failure to remove references to Class A and Class B members (which were eliminated in the process of revising the said declaration); and

WHEREAS, the Association desires to have the entire final version of the corrected Restated Declaration recorded for ease of use by current and future Owners,

NOW, THEREFORE, attached hereto is the corrected Restated Declaration.

IN WITNESS WHEREOF, this certificate of correction has been issued by Gerald S. Nessmann, Clerk of the Association, thereunto duly authorized by unanimous consent of the Board of Directors of the Association, this 30th day of June, 2016.

KINEO COMMUNITY OWNERS
ASSOCIATION



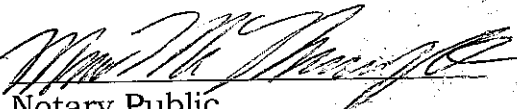
Gerald S. Nessmann, Clerk

STATE OF MAINE
PENOBSCOT, ss.

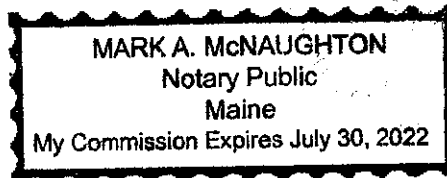
June 30, 2016

Then personally appeared before me the said Gerald S. Nessmann, in his capacity as Clerk of the Kineo Community Owner's Association and declared the foregoing instrument his free act and deed and the free act and deed of the said Association.

Before me,


Notary Public

N.P.
SEAL



Piscataquis County
Recorded
Jul 01, 2016 12:21:42P
Linda M. Smith
Register of Deeds