

3. MAINE STATE HIGHWAY COMMISSION, RIGHT OF WAY MAP, STATE HIGHWAY NAR 737, ROCKWOOD, SOMERSET COUNTY, STATE PROJECT 747(51), S.B.; FILE NO 12-103, SURVEYED BY SILVESTER L. POOR #187, MARCH 1958, RECORDED IN SOMERSET COUNTY REGISTRY OF DEEDS, PLAN BOOK 17, PAGE 47.

4. THOMAS P. ARSENAULT, ET. AL. TO FRANCIS ANDREW ARSENAULT, BOOK 486, PAGE 183, AND EDILBERT ARSENAULT TO THOMAS ARSENAULT, BOOK 484, PAGE 44, RECORDED IN SOMERSET COUNTY REGISTRY OF DEEDS.

5. WILLIS E. MARTIN AND ELSIE N. MARTIN TO DENNIS F. MARTIN, BOOK 3198, PAGE 13, RECORDED IN SOMERSET COUNTY REGISTRY OF DEEDS.

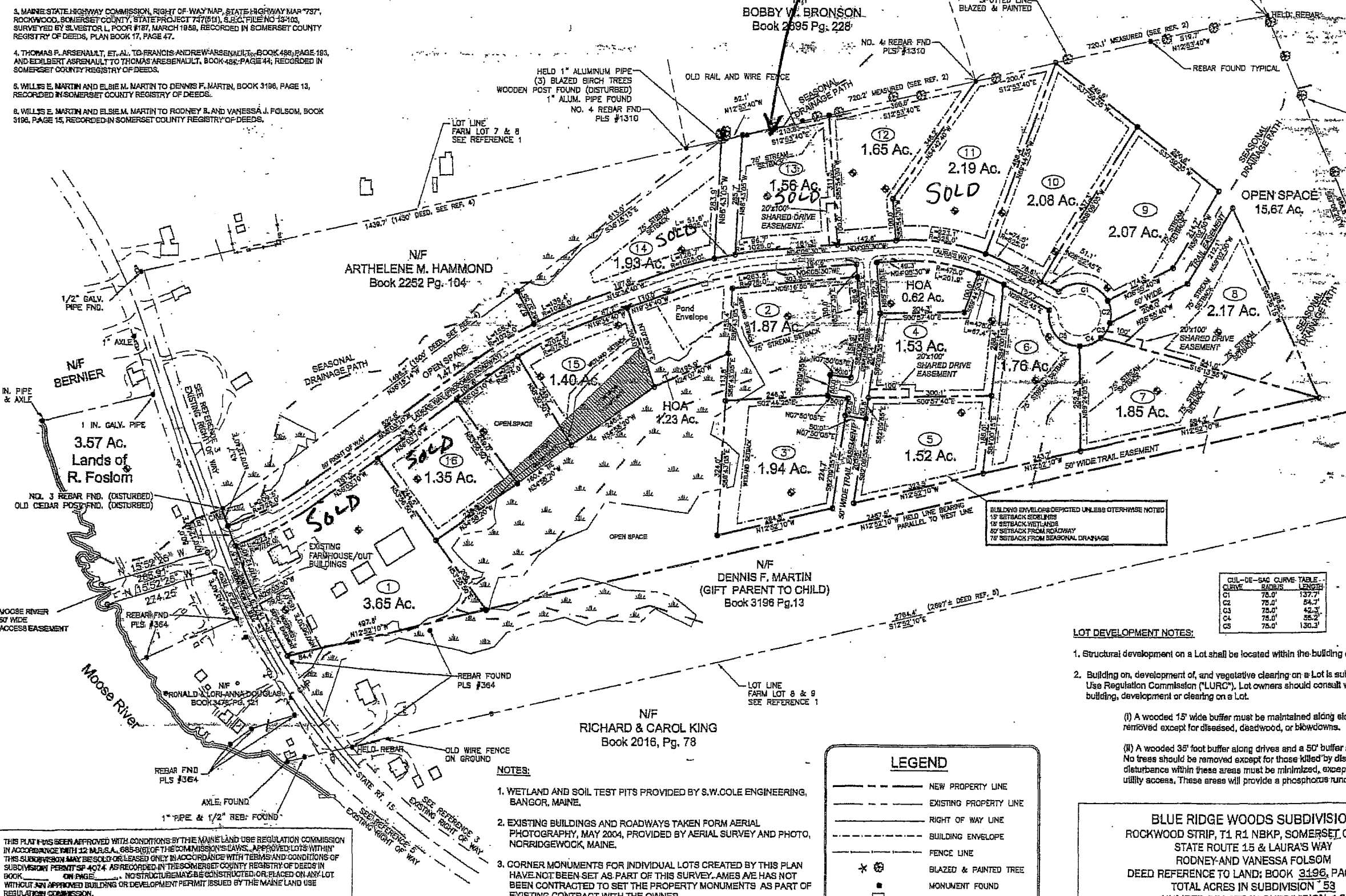
8. WILLIS E. MARTIN AND ELSIE M. MARTIN TO RODNEY B. AND VANESSA J. FOLSOM, BOOK 3196, PAGE 15, RECORDED IN SOMERSET COUNTY REGISTRY OF DEEDS.

N/F BOBBY W. BRONSON
Book 2695 Pg. 228

N/F ARTHELENE M. HAMMOND
Book 2252 Pg. 104

N/F DENNIS F. MARTIN
(GIFT PARENT TO CHILD)
Book 3198 Pg. 13

N/F RICHARD & CAROL KING
Book 2016, Pg. 78



CUR-DE-SAG CURVE TABLE	CURVE	RADIUS	LENGTH
C1	75.0'	137.7'	
C2	75.0'	54.7'	
C3	75.0'	42.3'	
C4	75.0'	35.2'	
C5	75.0'	130.3'	

- LOT DEVELOPMENT NOTES:**
- Structural development on a Lot shall be located within the building envelope.
 - Building on, development of, and vegetative clearing on a Lot is subject to the Maine Land Use Regulation Commission ("LURC"). Lot owners should consult with LURC regarding building, development or clearing on a Lot.
 - (I) A wooded 15' wide buffer must be maintained along side removed except for diseased, deadwood, or blowdowns.
 - (II) A wooded 35' foot buffer along drives and a 50' buffer along the Moose River. No trees should be removed except for those killed by disease disturbance within these areas must be minimized, except for utility access. These areas will provide a phosphorus runoff.

LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- RIGHT OF WAY LINE
- BUILDING ENVELOPE
- FENCE LINE
- * * * BLAZED & PAINTED TREE
- MONUMENT FOUND
- WOODEN STAKE FOUND

- NOTES:**
- WETLAND AND SOIL TEST PITS PROVIDED BY S.W. COLE ENGINEERING, BANGOR, MAINE.
 - EXISTING BUILDINGS AND ROADWAYS TAKEN FROM AERIAL PHOTOGRAPHY, MAY 2004, PROVIDED BY AERIAL SURVEY AND PHOTO, NORRIDGEWICK, MAINE.
 - CORNER MONUMENTS FOR INDIVIDUAL LOTS CREATED BY THIS PLAN HAVE NOT BEEN SET AS PART OF THIS SURVEY. AMES AVE HAS NOT BEEN CONTRACTED TO SET THE PROPERTY MONUMENTS AS PART OF EXISTING CONTRACT WITH THE OWNER.

THIS PLAN HAS BEEN APPROVED WITH CONDITIONS BY THE MAINE LAND USE REGULATION COMMISSION IN ACCORDANCE WITH 12 M.R.S.A. § 885-B(2) OF THE COMMISSION'S LAWS. APPROVED LOTS WITHIN THIS SUBDIVISION MAY BE SOLD OR LEASED ONLY IN ACCORDANCE WITH TERMS AND CONDITIONS OF SUBDIVISION PERMIT SP 4074 AS RECORDED IN THE SOMERSET COUNTY REGISTRY OF DEEDS IN BOOK _____ ON PAGE _____. NO STRUCTURE MAY BE CONSTRUCTED OR PLACED ON ANY LOT WITHOUT AN APPROVED BUILDING OR DEVELOPMENT PERMIT ISSUED BY THE MAINE LAND USE REGULATION COMMISSION.

BLUE RIDGE WOODS SUBDIVISION
 ROCKWOOD STRIP, T1 R1 NBKP, SOMERSET CO
 STATE ROUTE 15 & LAURA'S WAY
 RODNEY AND VANESSA FOLSOM
 DEED REFERENCE TO LAND: BOOK 3196, PAGE
 TOTAL ACRES IN SUBDIVISION 53
 NUMBER OF LOTS IN SUBDIVISION 16

SELLER'S PROPERTY DISCLOSURE - LAND ONLY

PROPERTY LOCATED AT: Blue Ridge Subdivision Rockwood, ME 04478

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

SECTION I. HAZARDOUS MATERIAL

The Seller makes the following representations regarding known hazardous materials that are currently or previously existing in or on the real estate:

- A. UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
 IF YES: Are tanks in current use? Yes No
 IF NO above: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Have you experienced any problems such as leakage? _____
 Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
 Comments: _____

- B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.):
 Yes No Unknown

Attachment explaining current problems, past repairs or additional information to any of the above hazardous materials? Yes No

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION II. GENERAL INFORMATION

Is the property subject to or have the benefits of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates or restrictive covenants on the property? Yes No Unknown

IF YES: Explain: Blue Ridge Subdivision w/ Protective Covenants, Deeded Access
 What is your source of information: OWNER

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property? Yes No Unknown
 IF YES: Explain: _____
 What is your source of information: _____

Is the subject property the result of a division of property within the last five years (for example, subdivision)? Yes No Unknown
 IF YES: Explain: Blue Ridge Subdivision Permit SP4074
 What is your source of information: OWNER

Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront? Yes No Unknown
 IF YES: Explain: _____

Has property ever been soil tested? Yes No Unknown If YES, are the results available? Yes No

Are mobile/manufactured homes allowed? Yes No Unknown Are modular homes allowed? Yes No

Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No

ATTACHMENTS: Blue Ridge S.Y. LAWS + COVENANTS Yes No

Additional Information: _____

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer.

Robyn B. Folsom 6/5/08
 SELLER DATE

SELLER DATE

/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE

BUYER DATE



**BLUE RIDGE WOODS SUBDIVISION
ROCKWOOD STRIP, SOMERSET COUNTY, MAINE
DECLARATION OF PROTECTIVE COVENANTS**

THIS DECLARATION is made this ____ day of _____, 2007 by **RODNEY B. FOLSOM, SR.** and **VANESSA J. FOLSOM**, husband and wife, both of Greenville, County of Piscataquis, State of Maine, hereinafter referred to as "Developer".

This Declaration is executed to establish and maintain as part of a general plan any property now or hereafter subject hereto as part of a scenic residential area of high quality and value; to enhance and protect its value; to insure its continued attractiveness for residential and recreational purposes; to preserve, as well as possible, the natural beauty and view and the natural and unspoiled state of such property; and to provide seclusion and a pleasant and healthful environment to persons acquiring title to such property.

For these reasons, Developer declares that the real property described in Article II, hereof and such additions thereto as may hereafter be made pursuant to Article II hereof, 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") as hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

The Properties shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration under the provisions of Article II hereof.

Common Area shall mean and refer to any area described in a recorded instrument or shown on a recorded plan which is clearly identified as such on the recorded plan or in a recorded instrument. A Lot or other parcel of property may be changed to Common Area by Developer by declaration recorded prior to conveyance of the parcel by Developer.

Lot shall mean and refer to those Lots as delineated on the Plan of Blue Ridge Woods Subdivision Rockwood Strip, T1 R1 NBKP, Maine as prepared for Rodney B. Folsom, Sr. and Vanessa J. Folsom by Ames A/E Architects & Engineers, Bangor, Maine approved by the Maine Land Use Regulations Commission on _____ and recorded on _____ in the Somerset County Registry of Deeds in Plan Cabinet _____.

There is excepted Common Areas, if any, as appear on such Subdivision Plan or as may appear in the future and any other amendments thereto.

Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated in the subdivision property but shall not mean or refer to

the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Developer is Rodney B. Folsom, Sr. and Vanessa J. Folsom.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Protective Covenants is as delineated on the Plan of Blue Ridge Woods Subdivision as prepared for Rodney B. Folsom, Sr. and Vanessa J. Folsom on March 30, 2007 by Ames A/E Architects & Engineers Bangor, Maine, approved by the Maine Land Use Regulations Commission on _____ and recorded on _____ in the Somerset County Registry of Deeds in Plan Cabinet _____ together with any other real estate as may be added to the development by the developer in accordance with an amendment to this declaration.

For source of title, reference is made to a Warranty Deed from Willis E. Martin and Elsie M. Martin to Rodney B. Folsom, Sr. and Vanessa J. Folsom dated August 29, 2003 and recorded in the Somerset County Registry of Deeds in Book 3196, Page 15.

ARTICLE III. LAND USE AND BUILDING RESTRICTIONS

- A. Any Lot conveyed to the owner shall be held and maintained as a whole unit and shall not be subdivided, sold, leased or transferred in any manner except in its entirety unless such further subdivision is approved by the Maine Land Use Regulations Commission.

If subdivided these covenants and restrictions shall apply to each subdivided Lot.

- B. Each Lot may be used only for a single family residence with the usual outbuildings. One Lot shall be the minimum building area upon which a single family residence and the usual outbuildings may be constructed. One or more Lots may be utilized as a single building Lot.
- C. Adjoining property owners may sell or purchase adjoining property to accomplish relocation of the boundary line between such properties if such sale and purpose shall not cause or result in a violation of any State of Maine Land Use Regulations Commission setback requirement or in a violation of any building or other restriction herein contained. In such cases, the new property line thus established shall be deemed the new boundary line between the respective properties but no easements established for such properties shall be shifted by reason of the change of boundary lines.

The change in a boundary line between the owners of adjoining property shall be plotted and marked on the face of the earth by a surveyor licensed by the State of Maine who will also cause the subdivision plan to be amended with such amended plan to be recorded in the Somerset County Registry of Deeds. Further when necessary and/or required appropriate amendment shall be made to the Maine Land Use Regulation Subdivision Permit.

- D. No trade, business or commercial activity of any nature shall be conducted on any Lot. However, rental for residential living purposes to transients is not to be construed as a business or commercial activity. "Home Occupation" shall have the same definition or meaning as it is given in the applicable statutes of the State of Maine.

The restrictions of this covenant shall not apply to Lot No. 1 as shown on the Subdivision Plan.

- E. No building or such construction may be undertaken on any Lot without first obtaining an approved Building Permit from the State of Maine Land Use Regulations Commission.
- F. No mobile homes, trailers, motor homes, truck campers or similar temporary device or devices shall be maintained or used on a Lot as a permanent dwelling structure.

A construction trailer may be placed on a Lot during the course of ongoing construction activities.

Modular homes, except those commonly known as being of "double wide" design, are permitted on a Lot if installed on a concrete foundation and if the design and construction of same conforms with all requirements as set forth in this Declaration.

- G. No more than one (1) unregistered motor vehicles shall be permitted on any Lot.
- H. Satellite dishes shall be discreetly located on the Lot.
- I. The minimum square footage of the living area of any dwelling to be constructed on any Lot shall be 800 square feet for a single story structure or 1,400 square feet for a two-story structure. Non-living areas such as garages or sheds shall not be counted in arriving at the required square footage.

Building heights shall be no greater than 35 feet, measured from the highest point of the ground adjacent to the building foundation.

J. All construction activities, including the siting of buildings, sewage disposal systems and water supplies shall be conducted in accordance with all applicable state and federal laws, codes, ordinances and regulations with the more restrictive law always to apply.

All septic systems shall be designed and placed or sited on each Lot by a qualified soil scientist approved by Developer.

K. The exterior walls of all principal and accessory structures shall be suitably finished with a covering of clapboards, wood, stone, brick, masonry or similar finishing material, excluding tarred paper, tarred felt, or similar materials which construction shall commence no later than one (1) year from the date of issuance of the appropriate building permit and shall be accomplished and finished no later than two (2) years from the date of commencement of building construction.

The grounds of the Lot must also be graded and seeded no later than two (2) years from the commencement of building construction.

L. No livestock or poultry of any kind shall be kept or raised on any Lot. Cats shall be permitted. Dogs are permitted but shall be restrained at all times. Barking dogs shall be kept inside to avoid adverse impact on other Lot Owners. No attack, guard, vicious or dangerous dog shall be kept anywhere within the perimeter of the Blue Ridge Woods Subdivision. Any dog brought outside the home or into the common areas of the Blue Ridge Woods Subdivision shall be at all times kept on a leash no longer than ten feet or carried in the arms.

The restrictions of this covenant shall not apply to Lot No. 1.

M. Trash and garbage or other waste shall be kept in concealed covered sanitary containers.

N. All lavatories, sinks, baths, washing machines, toilets and other fixtures capable of producing sewerage shall be indoors and shall be connected with a sewage disposal system complying with state laws and regulations. Electrical, gas or chemical toilets which meet state sanitation regulations will be permitted.

O. No lighting shall cause unreasonable glare to neighboring Lots.

P. No signs or advertising devices of any nature shall be erected or maintained on any Lot except as necessary to identify the ownership of the Lot and its address; or to show that the Lot with its improvements is for sale or rent; or as may be

necessary or desirable to give direction, advise of rules or regulations, or caution or warn of danger; and such signs as may be otherwise required by law.

- Q. No noxious, dangerous, offensive or unduly noisy activity of any nature nor any activity that may be or become an annoyance or nuisance to Owners of other Lots shall be permitted on a Lot.
- R. The Lots shall be maintained in a neat and orderly condition and no litter, old machines, old equipment, junk cars, or unregistered vehicles shall be kept on any Lot.
- S. The Developer, or their nominee, or an association of Lot owners (if one is formed in the future), or every person or entity now owning or hereafter owning Lots in the subdivision, shall have the right, but not the obligation, to prevent or stop the violation of these protective covenants and restrictions by injunction or other lawful procedure and to recover any damages resulting from the violation.
- T. In the interest of preserving and protecting water quality, water supplies, wildlife, and the appearance of Lots in the subdivision, any water or waters located under, adjacent to or upon the Lots in the subdivision shall not be used for any purpose which might tend to pollute the water.
- U. All Lots shall have a mandatory twenty-five foot (25') wide buffer strip on each boundary line.
- No trees shall be removed from such buffer zone unless removal is required because of disease or other natural causes.
- The buffer zones shall be maintained in a natural condition and shall be kept free from any structures.
- V. The outside storage of motor vehicles, camper trailers, recreational vehicles, snowmobiles, ATV's, water craft, and equipment shall be temporary only and shall be limited in extent to the time of the year which might deemed appropriate for the particular item or items.

ARTICLE IV. MAINTENANCE OF ROADS AND COMMON AREAS

The Blue Ridge Woods Subdivision is an eighteen (18) Lot subdivision. (SIXTEEN LOT)

It is intended and accordingly required that as each Lot in the Blue Ridge Woods Subdivision is sold and/or conveyed the owner of such sold and conveyed Lot shall share a proportional part of all expenses pertaining to road maintenance, snow removal and maintenance

of common areas.

It is realized by the Developer that, in the future, the Lot owners and/or the Developer may desire to form a homeowners association or road association.

If that is accomplished in the future then it is possible that such association shall assume responsibility for the maintenance of roads and common areas.

The Developer (or the association if formed) shall, at all times, retain the right to collect from each Lot owner the proportionate share of maintenance expenses for which such Lot owners is responsible and this right of the Developer or the association shall include, if necessary, filing litigation in a Court of appropriate jurisdiction or causing to be placed a lien against the title of the Owner who is delinquent in payment of such proportional share of maintenance expenses.

As part of the maintenance program the fire pond as shown on the subdivision plan shall be inspected, cleaned if necessary and properly maintained with such inspection to take place at intervals no less every ten (10) years.

Ditches, culverts and roadways shall be inspected no less than annually and at all times properly maintained.

**ARTICLE V. PROPERTY RIGHTS IN COMMON AREAS AND ROADWAYS:
AND USE OF THE COMMON AREAS**

- A. Use of the Common Areas shall be for low intensity, noncommercial, recreational purposes.

Use shall further be in a manner to preserve and encourage the beauties of the natural environment.

There shall be no further development in the Common Areas and a further purpose shall be to manage the Common Areas in such a way as to encourage wildlife habitation.

Timber harvest in the Common Areas will be done selectively for thinning purposes, to foster new growth and will always be done under the supervision of a State of Maine Forrester.

- B. Every Owner shall have a right and easement of enjoyment in the Common Areas and the easement and right to the use of any and all private or public roadways in the development which rights shall be appurtenant to and shall pass with title to each Lot.

Further an owner shall have deeded water access and boat ramp use as regards the area now shown on the Subdivision Plan as "1.19 Ac Retained by R. Folsom" which rights shall be appurtenant to and shall pass with title each Lot.

- C. The Developer may retain the legal title to Common Areas and to any private roadways in the development until such time that a homeowners or road association is able to maintain same itself in the event that such an association is ever formed. However, at the option of the Developer such Developer may, at any time, require such association (again if one is formed in the future) to take over the Common Areas and private roadways and to assume responsibility for same and Developer, in exercise of such option, will convey such Common Areas and private roadways to the association (again assuming that one is ever formed in the future) and such association will be required to accept such conveyance.

In any event, however, the Developer covenants for themselves, and their heirs and assigns, that they shall convey the Common Areas and private roadways to such association (if same is formed in the future) no later than five (5) years from the date of incorporation of such association as a State of Maine non-profit organization. At such time Developer agrees to turn over to that association, and the association agrees to accept from the Developer all duties, rights and obligations originally assigned to the Developer.

ARTICLE VI. GENERAL PROVISIONS

- A. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the Owner of any Lot regardless of how such Owner acquired title.
- B. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.
- C. The Developer retains the sole right and authority to amend or modify this Declaration and no prior approval is required of the Developer from the Lot Owners.

Further, the Developer reserves the right and is empowered to release any Lot from the restriction of this Declaration or from any one or more of them without prior approval of the Lot Owners.

Developer, however, shall notify each Lot Owner regarding any amendment or modification of the Declaration and of the removal of restrictions as to any Lot.

IN WITNESS WHEREOF, Rodney B. Folsom, Sr. and Vanessa J. Folsom have caused this instrument to be signed under their hand and seal this _____ day of _____, 2007.

Rodney B. Folsom, Sr.

Vanessa J. Folsom

“Developer”

STATE OF MAINE

Piscataquis, ss. _____, 2007

Personally before me appeared Rodney B. Folsom, Sr. and Vanessa J. Folsom and acknowledged that their execution of this Declaration of Protective Covenants is their free act and deed in their said capacity.

Before me,

Notary Public