

DECLARATION OF PROTECTIVE COVENANTS AND ROAD MAINTENANCE AGREEMENT

THIS DECLARATION OF PROTECTIVE COVENANTS (hereinafter sometimes referred to as "the Declaration") made as of this 6th day of ~~January~~^{February}, 2014, by PARADIS AND SHAW, LLC (hereinafter sometimes referred to as "the Declarant"), a Maine limited liability company with a place of business at Trenton, Maine.

WHEREAS, the Declarant is the owner of certain real property in the Town of Bar Harbor, Hancock County, Maine consisting of an 8.7+/- acre parcel (hereinafter referred to as "the Subdivision"), as shown on a plan of land entitled FINAL SUBDIVISION PLAN of BOGUE CHITTO SUBDIVISION, prepared by Michael J. Avery, PLS, Hampden, Maine dated December 15, 2010 and recorded in the Hancock County Registry of Deeds on December 16, 2010 in Plan File 40, No. 33 (hereinafter referred to as "the PLAN"):

WHEREAS, the Declarant wishes to set forth those restrictions, covenants, agreements and conditions governing the Subdivision for the benefit of the owners of all Lots shown on the PLAN, its successors and assigns.

NOW, THEREFORE, the Declarant declares as follows:

A. DEFINITIONS

As used in this Declaration and any amendments hereto, the following words and phrases shall have the meaning indicated:

Declarant. Paradis and Shaw, LLC, its successors and assigns, including any persons or entity to which it may assign its rights and obligations under this Declaration by recorded instrument or assignments.

Lot. The ten Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 shown on THE PLAN, (referred to in the singular as a "Lot" and collectively as the "Lots") or as may be subsequently turned into separate units.

Lot Owner. The person(s) who from time to time is (are) the owner(s) in fee simple title of a Lot and a Mortgagee in possession of a Lot during the period of the Mortgagee's actual possession, but the term Lot Owner shall not include a Mortgagee or other person who holds a lien or security interest in a Lot.

Premises to the South. The owners of those premises immediately to the south, being those premises now or formerly owned by W. Tom Sawyer, Jr. and Bonnie P. Sawyer as recorded be deed in the Hancock County Registry of Deeds in Book 2974, Page 99.

Plan. The subdivision plan entitled "FINAL SUBDIVISION PLAN of BOGUE CHITTO SUBDIVISION," prepared by Michael J. Avery, PLS, Hampden, Maine dated December 15, 2010

and recorded in the Hancock County Registry of Deeds on December 16, 2010 in Plan File 40, No. 33 (hereinafter referred to as "the PLAN").

Path. The path as is shown on the PLAN, and to which all Lot Owners are granted a limited easement right to access and traverse the Path by foot only, as more fully described in Section D(1) below.

Subdivision. The ten Lots known as the "BOGUE CHITTO SUBDIVISION" as shown on the PLAN.

Road. The Road named Bogue Chitto Lane designated on the PLAN as a 60+/-foot wide right-of-way for all purposes of a way from U.S. Route 3 in Bar Harbor and extending generally in a northerly and easterly direction through the Subdivision and terminating at U.S. Route 3. The Road shall be complete after the Common Facilities and after the final pavement, curbs, and storm drains are installed.

Association. A group of Lot Owners, which will include the Declarant until Declarant has conveyed all ten Lots of the Subdivision to a Lot Owner, which will adopt rules to govern the maintenance and use of the Lots, the Path and any other common areas as described herein.

Common Facilities. The Path to the deck, dock, pier, stairways and affiliated structures; underground electrical system; and sanitary force main system; common grounds; and the Road as shown in the PLAN shall be deemed Common Facilities. The Common Facilities shall be complete after the sanitary force main system, dock, deck, pier, stairways, storage area, community signage, and landscaping of common grounds, in accordance with the Final Subdivision Plan of Bogue Chitto Subdivision, prepared by Michael J. Avery, PLS, Hampden, Maine dated December 15, 2010 and recorded in the Hancock County Registry of Deeds on December 16, 2010 in Plan File 40, No. 33.

Costs. Initially, Declarant shall pay all costs as described herein for the installation, maintenance, upkeep, replacement and improvement of the sanitary forcemain system, snow removal, deck, dock, pier and affiliated structures until a Lot or Lots are conveyed. At the time a Lot is conveyed, that Lot Owner shall be responsible for paying 1/10th of the Cost; but only after the final completed installation of all operational Common Facilities including the road, sanitary force main system, dock, deck, pier, stairways, and storage area. Declarant shall determine the Costs with proof of payment until 6 Lots are conveyed to Owners, and thereafter by the "Association". The Association will assess the Costs to all Lot Owners including the Declarant as is set forth above. If the Common Facilities are shared by the Premises to the South, then the prorated share of the Costs related to the path to the deck, dock, pier and affiliated structures shall be shared equally by 11 parties, one party being the Premises to the South.

B. DEED COVENANTS

The following deed covenants are applicable to all Lots:

1. **Effective Government Standards.** All applicable standards of the State of Maine and the Town of Bar Harbor shall apply to all development, construction, improvements and protections to land or property.

2. **Garbage and Refuse Disposal.**

- a. No Lot shall be used at any time for the storage of abandoned or junked automobiles, vehicle parts, boats, trailers or other motor equipment.
- b. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.
- c. All garbage, rubbish and trash shall not be kept on any Lot except in sanitary containers, not visible from the adjoining properties.
- d. All Lot Owners shall be responsible for immediate collection and appropriate disposal of their pet feces on all common grounds and Lots other than their own.

3. **Vehicle Storage.** Adequate off-street parking is provided with each Lot; therefore, no on-street parking is discouraged and will only be allowed for owners and their guests for one night without prior approval by the Association. Any vehicle parked on the Road may be towed at the Lot Owner's expense at the direction of the Association. The Lot Owner or vehicle owner shall be responsible for all fees, costs, liabilities, damages or other expenses arising from the towing or booting of the vehicle; and neither the Declarant nor Lot Owners shall be liable to any other person in connection therewith. The failure of the Declarant or its successors to enforce any of these rules shall in no event be considered a waiver of the right to do so in the future as to the same violation or breach of any violation or breach occurring prior or subsequent thereto. No trucks exceeding 10,000 pounds, commercial vehicles or recreational vehicles shall be stored or parked on the conveyed Lots or common areas except in a closed garage and no such vehicle shall be parked on the roadway or common areas except in the process of transporting goods to or from a residence in the Subdivision. No unregistered vehicle shall be kept or stored on any Lot unless parked in a closed garage.

4. **Lighting and Noise.** All Lots Owners shall furnish an electric street light at the end of each driveway. No lighting shall cause unreasonable glare to neighboring properties. The only lighting permitted shall be in accordance with the Bar Harbor Land Use Ordinance Section 125-67Z. No noxious, dangerous, offensive or unruly noise activity that may become an annoyance or nuisance shall be permitted.

5. **Dwelling Restrictions.** Only permanent year-round dwellings may be constructed on Lots 5, 6, 7, 8, and 9. The dwellings shall contain at least 1,800 sq. ft. of livable space above ground and under one roof. Two dwellings may be constructed on Lots 1, 2, 3, and 4. Only permanent year-round dwellings may be constructed and these dwellings shall contain at least 1,500 sq. ft. of livable space above ground and under one roof, except when it is a duplex. Then the duplex shall have a total of at least 2,400 sq. ft. of livable space above ground and under one roof. There shall be no shacks, barns, livestock, or the like. Garages and other permitted uses pursuant to the Land Use Ordinance of the Town of Bar Harbor are permitted. Dwellings may be constructed on Lot 10 in accordance with the regulations of the Town of Bar Harbor Land Use Ordinance.

6. Other Restrictions. The Association's members may adopt general regulations consistent with the above provisions concerning the use of the Lots, but in no case will they be less restrictive than those as described herein. The Declarant and Lot Owner shall not post any signs on their property or on common grounds except if related to the sale of their property. Lot Owners for sale sign(s) shall not exceed 3' x 3' in size. Declarants for sale sign(s) shall not exceed 3' x 3' in size on each Lot and 4' x 8' on Common Grounds. In any event, no more than one for sale sign shall be allowed on the Lot Owners property and/or on Common Grounds. It is the responsibility of every Lot Owner to maintain the Lot Owner's Lot, as well as any structures located thereon, driveway or other improvement in a sightly, well-maintained, aesthetically pleasing manner. The grass shall not be overgrown, there shall be no unsightly accumulation of items or debris, all exterior finishes on all structures must be completed and maintained in good condition without any sheathing, wrap or unfinished exteriors visible.

C. DECLARANT RESPONSIBILITIES AND RIGHTS

1. Declarant shall have available all legal and equitable remedies to enforce obligations of the Lot Owners hereunder, including the right to sue for and obtain prohibitive or mandatory injunction to prevent the breach or to enforce the observance of the provisions of this Declaration, and any amendments hereto, in addition to the right to bring legal action for damages. The exercise by the Declarant of one remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure of Declarant to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

2. Declarant shall have the right to assign all of its rights and obligations hereunder, including the right to enforce the provisions of this Declaration, and any amendment hereto, to another person or entity, and such assignee shall be deemed to be successor Declarant provided such person or entity assumes all of Declarant's obligations hereunder by written instruments recorded in the Hancock County, Maine Registry of Deeds.

3. Use of Common Facilities will be restricted to the Lot Owners and their guests. The Association must preapprove use of the Common Facilities by more than six (6) guests at one time, unless accompanied by the Lot Owner(s). Violations of these Restrictions may lead to revocation of guest privileges for a specific Lot Owner by the Association.

D. EASEMENTS

1. All Lot Owners are granted an easement to utilize the Path as is shown on the PLAN. The right to utilize the Path is limited to access by foot. The location of the Path can be modified by vote of the Association but only in accordance with its rules and regulations, the conditions of subdivision approval dated November 3, 2010 and the Town of Bar Harbor Land Use Ordinance. Subdivision Ordinance and all other related municipal, state and federal regulations. The owners of those premises immediately to the south, being those premises now or formerly owned by W. Tom Sawyer, Jr. and Bonnie P. Sawyer as recorded by deed in the Hancock County Registry of Deeds in Book 2974, Page 99, have the limited easement right to utilize that portion of the Path that runs from the northerly boundary line of their premises to the closest access by way of the

Path to the deck, dock, pier and affiliated structures. All use of the Path shall be for personal and family use by individuals occupying the Lots.

2. All Lot Owners are granted an easement to utilize the deck, dock, pier and affiliated structures depicted on the PLAN as it may be further defined and regulated by permits from the Maine Department of Environmental Protection Agency and other local, state and federal agencies. The right to utilize the deck, dock, pier and affiliated structures shall be limited to personal and family use by individuals occupying the Lots. The Association shall establish the rules and regulations related to the used of the deck, dock, pier and affiliated structures. The Cost for the maintenance upkeep, replacement and improvement of the deck, dock, pier and affiliated structures shall be shared in accordance with the definition of Costs set forth in Subsection A above. The owner of the property located southerly of the Subdivision has the right to utilize the deck, dock, pier and affiliate structures in accordance with a limited agreement between Paradis and Shaw, LLC and W. Tom Sawyer, Jr. and Bonnie P. Sawyer recorded in the Hancock County Registry of Deeds in Book 5355, Page 62. Said property owner shall notify the Association of their utilization of the deck, dock, pier and affiliated structures and said property owner shall be subsequently responsible for contributing a proportionate share for the maintenance, upkeep and improvements of the deck, dock, pier and affiliated structures.

3. All Lot Owners shall connect to a sanitary forcemain system to be located within the right-of-way as depicted on the PLAN. It shall be the responsibility of all Lot Owners to share equally in the cost of maintenance and improvement of the sanitary forcemain system. It is the sole responsibility of each individual Lot Owner to connect to the sanitary forcemain system. Said connection into the sanitary forcemain system shall be done in accordance with all municipal, state and federal regulations. The owner of the Premises to the South located southerly of the Subdivision may connect to the sanitary forcemain system. Should the owners of the premises located southerly of Subdivision connect to the sanitary forcemain system, they are required to share in a proportionate share of the Cost of maintenance of the above-described sanitary forcemain system. Further, the premises southerly of the Subdivision have a sanitary forcemain easement six (6) feet in width across that portion of the above-described Subdivision that follows the path of the sanitary forcemain system from the adjacent property owner's northerly line to the location of the connection to the sanitary forcemain system.

In the event that any of the Lots in the Subdivision acquire independent and direct access to a sanitary line running along State Highway 3, then those Lots will not be required to share in the cost of the sanitary forcemain system unless they are connected to it.

4. Lot 5 as depicted on the PLAN is granted an easement for all purposes of a right-of-way as depicted on the PLAN across Lot 6 for purposes of access, egress and utility service as defined in M.R.S.A. Title 33 § 458, above, beneath and upon the ground running from the access road as depicted on the PLAN to the southwesterly corner of Lot 5. The roadway built within the right of way as depicted on the PLAN across Lot 6, shall be 12 feet in width or the minimum required by the Town of Bar Harbor, whichever is less

5. The Association shall be responsible for collecting all Costs and shall levy proper assessments against each Lot Owner, as well as the Premises to the South, in order to insure the

proper maintenance, improvement and compliance with all pertinent requirements as it relates to the Path described above, the deck, dock, stairway, pier and affiliated structures, the sanitary forcemain system (except for those Lots connected solely to State Highway 3 directly), all underground utility services within the roadway, the care and maintenance, improvement, grading, plowing, signage and all related road expenses as depicted on the PLAN.

6. Lots 6, 7, 8 and 9 are subject to a drainage easement as depicted on the PLAN and are prohibited from interfering with the proper functioning of said drainage easements.

7. The Town of Bar Harbor and the Bar Harbor Water Company are granted an easement over, above, across and below Bogue Chitto Lane (as described in Section A above) and over, above, across and below those portions of Lots numbered 1 through 10 as is needed for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating and removing an underground water pipeline for the transportation of water, including the right to utilize workers and machinery as required to efficiently accomplish the foregoing purposes together also with the right to maintain water meters and to read them when deemed appropriate by the Town of Bar Harbor and/or the Bar Harbor Water Company, their successors and assigns. The Town of Bar Harbor and/or the Bar Harbor Water Company shall have the right of ingress and egress with workers and machinery within the easement area for any and all purposes necessary or convenient to the exercise of the rights granted in this easement.

E. AMENDMENT OF DECLARATION

This Declaration may be amended by vote of six of the Lot Owners, provided, however, that (i) no amendment can impair the easement rights granted to the Lot Owners in Section D of the Declaration unless all Lot Owners consent; (ii) no amendment can modify the requirements/conditions of the original Subdivision approval without the Planning Board's approval.

F. COVENANTS AND REMEDIES RUNNING WITH THE LAND

1. All present and future Lot Owners are subject to the terms and provisions contained or referred to in this Declaration, or any amendments hereto. The acceptance of a lease, deed or other form of conveyance of a Lot other than as security, or the entering into occupancy of any Lot, shall signify that the provisions contained or referred to in this Declaration, or any amendments hereto, are accepted, ratified by and binding upon such Lot Owner or occupant. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot as though such provisions were recited and stipulated at length in each and every lease, deed or conveyance of a Lot.

2. If any one or more of these covenants, or any part thereof, shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof, which shall remain in full force and effect.

3. The provisions herein set forth shall run with the land and bind Declarant, its successors and assigns, and all parties claiming by, through and under them. The Declarant, its successors and assigns retains until such time as it has conveyed all of the ten Lots of the Subdivision, and after that time, each Lot Owner from time to time, retains the right jointly or separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or enforce the observation of, the provisions above set forth in addition to the right to bring any legal action for damages. In no event shall the failure of the Declarant, its successors and assigns, and the Lot Owners to enforce any of the provisions herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation nor shall Declarant, its successors and assigns, be liable for any failure to enforce the provisions of this Declaration, or any amendments hereto.

G. ROAD MAINTENANCE AGREEMENT

1. Until such time as the Town of Bar Harbor may assume responsibility for the maintenance of the Road, responsibility for the maintenance of the Road shall be borne by the Declarant and the Lot Owners. The Declarant shall be responsible for the initial maintenance of the Road. As each Lot is sold off by the Declarant, the responsibility will then be borne by the Declarant, proportionately, and the Lot Owner until all the Lots are conveyed out by the Declarant, at which time the maintenance of the Road shall be the sole responsibility of the Lot Owners, but Costs will be assessed only after the final completed installation of all operational Common Facilities including the road, sanitary force main system, dock, deck, pier, stairways, and storage area. Costs associated with damages to the Road and/or Common Facilities caused by construction and construction vehicles will be paid by the Lot Owners responsible for the construction. All Lot Owners prior to commencing construction on a Lot shall pay the Association \$3,500 as a deposit against damages that will be fully refunded in the absence of damages at the completion of the construction project. This escrow advance payment shall terminate at such time as the Town of Bar Harbor accepts the Road.

2. After all Common Facilities are completely installed in their final form by the Declarant and operational, each Lot Owner's proportionate monetary responsibility for the maintenance of the Road is 1/10th of the maintenance and snow removal fees to be paid at a reasonable time after maintenance and snow removal is provided.

3. This Declaration, and any amendments hereto, shall be construed in accordance with the laws of the State of Maine.

H. COMMON AREAS

The common areas shall be maintained so as to create privacy for any adjacent property owners and to maintain the common areas in a way that is attractive, safe and in keeping with the a residential neighborhood.

I. ANIMALS

No poultry, swine, livestock or other wild animals shall be kept on the property except household pets of all kind and number normally housed in a residence. All pets shall be restrained and housed so as not become noisome or offensive to neighbors and shall not be allowed off their owner's Lot except on a leash or other restraining device.

J. CAMPERS, MOTORHOMES AND BOATS

Trucks, campers, motorhomes, boats, or any trailers of any type and other such devices may be kept or stored or parked on a Lot only if in an enclosed garage or if it is located in such a way that it is not visible from any other Lot at any time of the year. All-terrain vehicles, trail bikes, snowmobiles and similar vehicles shall not be operated on the property.

K. DRYING OF CLOTHES AND STORAGE

No drying of clothes or storage shall be visible from any Lot at any time of the year. The same restriction shall apply to yard equipment, woodpiles and any type of storage pile.

L. RESERVATION OF EASEMENT RIGHTS

1. So long as the Declarant has title to any other portion of the property, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the property in addition to and not in limitation of existing licenses or easements, which license or easement is determined by the Declarant in its reasonable judgment to be necessary or desirable for the development or improvement of that property.

2. The protective covenants and easements set forth in this Declaration as may be amended from time to time shall run with and burden the property and shall inure to the benefit of and be enforceable by the Declarant and any other owner of any portion of the property, their respective legal representatives, heirs, successors or assigns in perpetuity or for the longest period permitted under the laws of the State of Maine.

M. RESERVATION OF RIGHTS

The Declarant reserves the right until its last sale of any of the Lots to change the layout and location of any Lot provided however that such change does not increase the number of Lots in the subdivision. The Declarant further retains the right to maintain and install proper signs for advertising the Lots for sale but consistent with all restrictions stated elsewhere herein.

IN WITNESS HEREOF, Paradis and Shaw, LLC has caused this instrument to be signed and sealed in its name by Brian D. Shaw, its Member, hereunto duly authorized this month, day and year first above indicated.

Paradis and Shaw, LLC

Brian D. Shaw
Brian D. Shaw, its Member

STATE OF MAINE
HANCOCK, ss:

February 6 2014

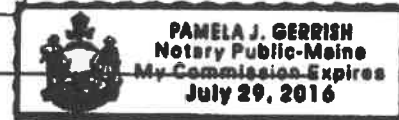
Personally appeared the above-named Brian D. Shaw and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Paradis and Shaw, LLC.

Before me

Pamela J. Gerrish
Notary public

SEAL

Printed Name



My Commission Expires: _____

**FIRST AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
AND ROAD MAINTENANCE AGREEMENT**

PARADIS AND SHAW, LLC, a Maine limited liability company, the Declarant of the Bogue Chitto Subdivision, which Declaration of Protective Covenants and Road Maintenance Agreement is recorded in the Hancock County Registry of Deeds in Book 6182, Page 137, does hereby adopt this amendment to the Declaration of Protective Covenants and Road Maintenance Agreement recorded in said Registry pursuant to section E of the above-described declaration.

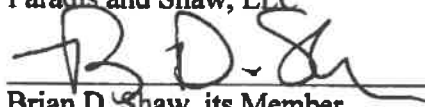
1. Section E of the Declaration of Protective Covenants and Road Maintenance Agreement is amended by adding the following provision:

(iii) "No amendment can modify the revised location of the footpath as it crosses Lot 9 as shown on Exhibit A annexed to this First Amendment to the Declaration of Protective Covenants and Road Maintenance and Road Maintenance Agreement without the written consent of the owner of Lot 9."

2. The location of the common area footpath crossing Lot 9 shall be as is set forth on Exhibit A annexed hereto and the location of the footpath as it crosses Lot 9 as set forth on the original Bogue Chitto Subdivision Plan recorded in the Hancock County Registry of Deeds in Plan File 40, No. 33 is amended accordingly.

IN WITNESS HEREOF, Paradis and Shaw, LLC has caused this instrument to be signed and sealed in its name by Brian D. Shaw, its Member, hereunto duly authorized this 2nd day of July, 2015.

Paradis and Shaw, LLC

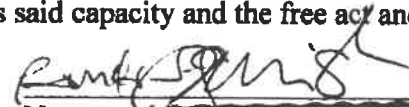

Brian D. Shaw, its Member

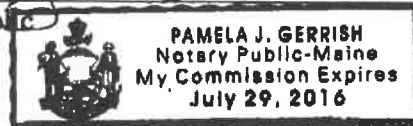
STATE OF MAINE
HANCOCK, ss

July 2, 2015

Personally appeared the above-named Brian D. Shaw and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Paradis and Shaw, LLC.

Before me

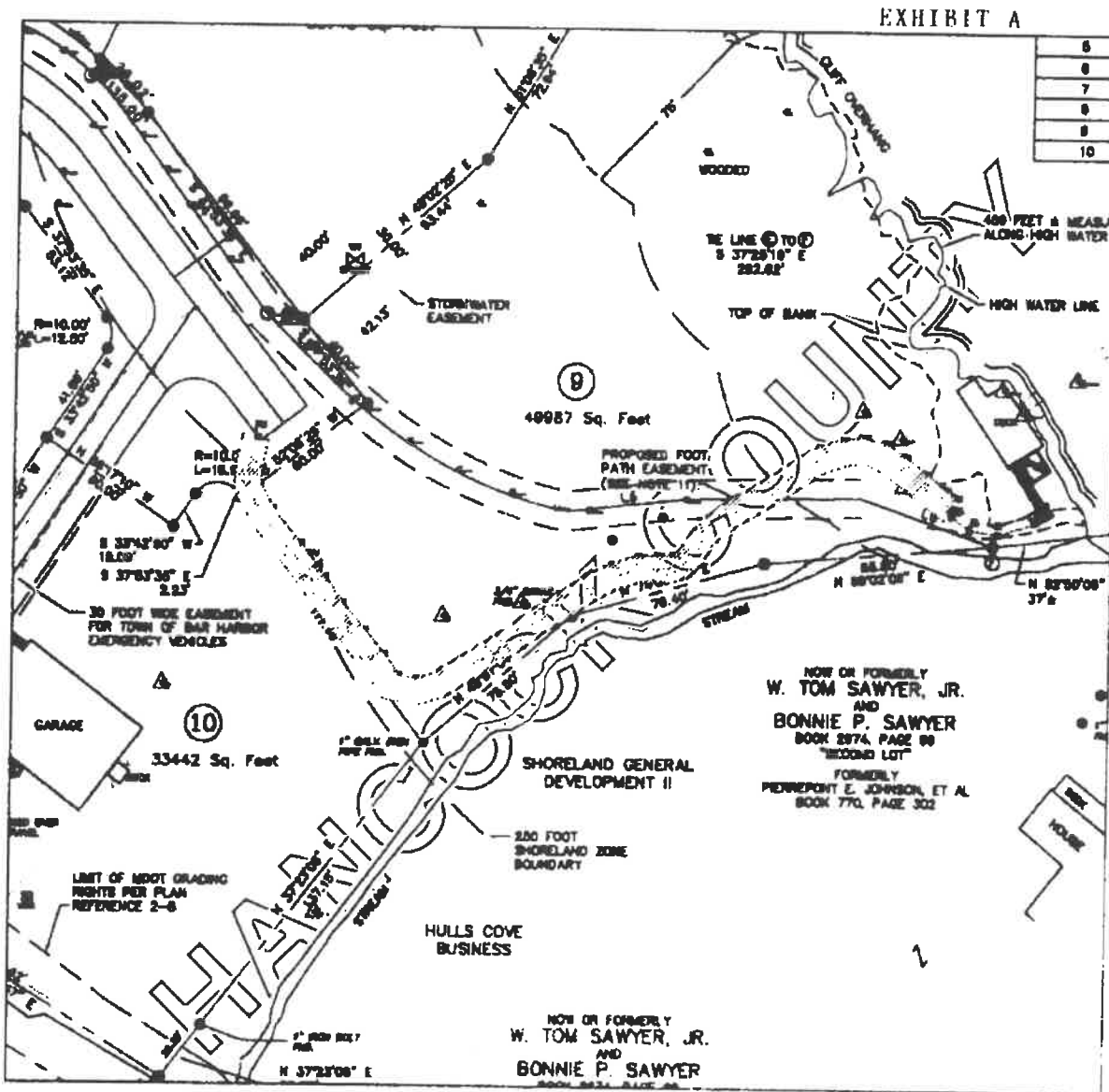

Notary public



SEAL

Printed Name

My Commission Expires: _____



SCALE 1" = 60 FT

PLAN REFERENCE

A) Plan entitled "Survey Plan of Land of Paradise and Shes, LLC, Route 3, Bar Harbor, Maine", dated August 8, 2010, prepared by Michael J. Avery, P.L.S.

2) Plan entitled "Maine State Highway Commission Right of Way Map, State Highway 257, Bar Harbor, Hancock County, Federal Aid Secondary Project No. S-0257(2)", dated October 1958, Sheets 2 and 3 of 3.

G.F. Johnston & Associates



Consulting Civil Engineers
P.O. Box 197
Southwest Harbor, Maine 04679
207-244-1200

**SKETCH SHOWING LOCATION OF
FLAGS FOR FOOT PATH**

05-18-19

②土



OR BK 6712 PGS 59 - 63
INSTR # 2017001434
HANCOCK COUNTY, ME

02/02/2017 11:27:15 AM
JULIE A. CURTIS
REGISTER OF DEEDS

**SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
AND ROAD MAINTENANCE AGREEMENT**

PARADIS AND SHAW, LLC, a Maine limited liability company, the Declarant of the Bogue Chitto Subdivision, which Declaration of Protective Covenants and Road Maintenance Agreement is recorded in the Hancock County Registry of Deeds in Book 6182, Page 137; First Amendment To The Declaration of Protective Covenants and Road Maintenance Agreement is recorded in the Hancock County Registry of Deeds in Book 6421, Page 1, does hereby adopt this amendment to the Declaration of Protective Covenants and Road Maintenance Agreement recorded in said Registry pursuant to section E of the above-described declaration.

Section A of the Declaration of Protective Covenants and Road Maintenance Agreement is amended by adding the following to the paragraph entitled "Costs":

"In so far as Lot Owners are concerned, Costs shall not include the expenses related to the original installation of the sanitary forcemain system, dock, deck, pier, stairways and storage area. Lot Owners will not be responsible for costs related to the installation, maintenance, upkeep, replacement and improvement of the sanitary forcemain system, snow removal, deck, dock, pier and affiliated structures incurred prior to the date of the Lot Owner's acquisition of a Lot or Lots."

IN WITNESS HEREOF, Paradis and Shaw, LLC has caused this instrument to be signed and sealed in its name by Brian D. Shaw, its Member, hereunto duly authorized this 1 day of August, 2016.

Paradis and Shaw, LLC

Brian D. Shaw, its Member

STATE OF MAINE
HANCOCK, ss

Sept 1
August 1, 2016

Personally appeared the above-named Brian D. Shaw and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Paradis

and Shaw, LLC.

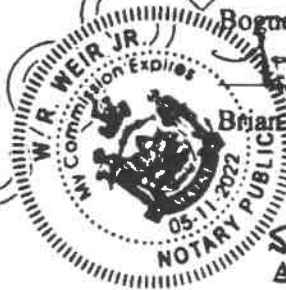
at Barr Harbor Before me
Notary public

9/1/2016
me



W. R. Weir Jr.
Printed Name
My Commission Expires: _____

IN WITNESS HEREOF, Bogue Chitto Homeowners' Association has caused this instrument to be signed and sealed in its name by Brian D. Shaw, its President, hereunto duly authorized this 1 day of Sept, 2016.



Bogue Chitto Homeowners' Association

Brian D. Shaw
Brian D. Shaw, its President

STATE OF MAINE
HANCOCK, ss

Sept
August 1, 2016

Personally appeared the above-named Brian D. Shaw and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bogue Chitto Homeowners' Association.

at Barr Harbor Before me

9/1/16
me

Notary public



W. R. Weir Jr.
Printed Name

My Commission Expires: _____

W. R. Weir Jr.

IN WITNESS HEREOF, W.A.R.M. Management, LLC has caused this instrument to be signed and sealed in its name by Marcia Levett hereunto duly authorized this 2 day of Sept, 2016.

W.A.R.M. Management, LLC

Marcia Kesa Levett
member

Its

STATE OF MAINE
HANCOCK, ss

Sept 2, 2016

Personally appeared the above-named MARCIA K. LEVETT and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of W.A.R.M. Management, LLC.

WILW Before

me

Notary public



Printed Name

My Commission Expires: _____

IN WITNESS HEREOF, Frenchman's Bay Real Estate Holdings 2, LLC has caused this instrument to be signed and sealed in its name by _____, its _____, hereunto duly authorized this _____ day of _____, 2016.

Frenchman's Bay Real Estate Holdings 2,
LLC

Its

STATE OF MAINE
HANCOCK, ss

_____, 2016

Personally appeared the above-named _____ and acknowledged the foregoing instrument to be _____ free act and deed in _____ said capacity and the free act and deed of Frenchman's Bay Real Estate Holdings 2, LLC.

IN WITNESS HEREOF, Frenchman's Bay Real Estate Holdings 2, LLC has caused this instrument to be signed and sealed in its name by STEVEN M. THEEDE, its Manager, hereunto duly authorized this 1st day of September, 2016.

Frenchman's Bay Real Estate Holdings 2,
LLC

Its

STATE OF MAINE
HANCOCK, ss

manager. Sept 1, 2016

Personally appeared the above-named Steven M. Theede and acknowledged the foregoing instrument to be ☒ free act and deed in ☒ said capacity and the free act and deed of Frenchman's Bay Real Estate Holdings 2, LLC.

Before me

Vicki Hall
Notary public

VICKI L. HALL
NOTARY PUBLIC
State of Maine

My Commission Expires

Printed Name July 15, 2022

My Commission Expires: _____

IN WITNESS HEREOF, Machias Savings Bank, as Mortgagee, has caused this instrument to be signed and sealed in its name by VICKI HALL, its VICE PRESIDENT, hereunto duly authorized this 28th day of August, 2016.

Machias Savings Bank

Vicki Hall
VICKI HALL
Its VICE PRESIDENT

STATE OF MAINE
HANCOCK, ss

August 23, 2016

Personally appeared the above-named Vicki Hall and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of Machias Savings Bank.

Before me

John F. Gibbons, Jr.
Notary public

John F. Gibbons, Jr., Notary Public
State of Maine

My Commission Expires 11/3/2018

Printed Name

My Commission Expires: _____

IN MR
⑤ 2/Consumer Title