

BOOK: OR 7295 PAGE:30, # OF PGS: 3
10/24/2023 03:41:10 PM INSTR#: 2023012937
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE
MAINE REAL ESTATE TRANSFER TAX PAID

QUITCLAIM DEED with COVENANT

PIECE OF THE ROCK BUILDERS, LLC, a Maine limited liability company, with a mailing address of 28 Wildwood Glenn, Bar Harbor, Maine 04609, for consideration paid, grants to **ETHAN C. ANDERSON AND JENNIFER R. WALKER**, with a mailing address of 2426 S. Lambert Street, Philadelphia, PA 19145, with QUITCLAIM COVENANT, as joint tenants, a certain lot or parcel of land, together with buildings and improvements thereon, situated in Bar Harbor, Hancock County, Maine, bounded and described in EXHIBIT A, attached hereto and made a part hereof.

IN WITNESS WHEREOF the said **PIECE OF THE ROCK BUILDERS, LLC** has caused this instrument to be signed by Wesley Tibbetts its duly authorized member this 23rd day of October, 2023.

PIECE OF THE ROCK BUILDERS, LLC

Witness

By: Wesley Tibbetts, Member

STATE OF MAINE
COUNTY OF HANCOCK, ss.

Dated: October 23, 2023

Personally appeared the above named, Wesley Tibbetts, in said capacity as member, and acknowledged the foregoing instrument to be his free act and deed and on behalf of **PIECE OF THE ROCK BUILDERS, LLC**

Before Me,

Richard C Cleary
Attorney at Law
Bar ID#: 7730

Richard C Cleary
Notary Public

Printed Name
Commission expiration

EXHIBIT A

A certain lot or parcel of land, together with any improvements thereon, situated in Bar Harbor, Hancock County, Maine, bounded and described as follows:

Being Unit No. 2 of The Cadillac Condominiums and being a portion of Lot No. 2 as shown and depicted on plan of subdivision entitled "Final Subdivision Plan of Bogue Chitto Subdivision", Route 3, Bar Harbor, Maine, dated December 15, 2010 and recorded in the Hancock County Registry of Deeds at Plan File 40, No. 33.

The above-described lot is conveyed subject to and with the benefit of all provisions set forth in the Declaration of Protective Covenants and Road Maintenance Agreement dated February 6, 2014, recorded in Book 6182, Page 137 in the Hancock County Registry of Deeds, as amended by two Unanimous Consents of the members of Bogue Chitto Homeowners' Association, the first dated May 15, 2015 relocating the footpath running through Lot 9 to follow the path depicted on the attached plan prepared by G.F. Johnston & Associates, and the second on June 22, 2015 adding the following subparagraph (iii) to Section E of the Declaration:

"(iii) No amendment can modify the revised location of the footpath as it crosses Lot No. 9 as shown on Exhibit A annexed hereto without the written consent of the owner of Lot No. 9."

Reference is made to the First Amendment To The Declaration of Protective Covenants and Road Maintenance Agreement, dated July 2, 2015, recorded in the Hancock County Registry of Deeds in Book 6421, Page 1. Further reference is made to the Second Amendment To The Declaration of Protective Covenants and Road Maintenance Agreement, dated August 1, 2016, recorded in the Hancock County Registry of Deeds in Book 6712, Page 59. Further reference is made to the Third Amendment To The Declaration of Protective Covenants and Road Maintenance Agreement, dated February 16, 2021, recorded in the Hancock County Registry of Deeds in Book 7126, Page 167.

Further, all Lot Owners shall become members of the Bogue Chitto Homeowners' Association. The Association shall be responsible for the collection and disbursement of road, common area and if applicable, utility maintenance, expenses for the premises, together with the management of common areas all as set forth in the above described Declaration of Protective Covenants and Road Maintenance Agreement, as amended. Bogue Chitto Homeowners' Association shall retain the right to enforce all restrictions set forth on the subdivision plan recorded in the Hancock County Registry of Deeds at Plan File 40, No. 33 and in those restrictive covenants set forth in the above-described Declaration, as amended.

The Grantor herein reserves the fee to Bogue Chitto Lane, as depicted on the above described survey plan. The Grantor and its assigns may be granting others the right to use (for purposes of a way, including the right of ingress and egress, and egress by foot or by vehicle and the installation, use, maintenance, repair and replacement of all above and below-ground utilities, including sewer, water, gas, electricity, voice, cable, transmission of electronic data)

Bogue Chitto Lane in connection with the development of Bogue Chitto Subdivision. The herein Grantees are conveyed a license to use Bogue Chitto Lane for all purposes of a way until such time as the Town of Bar Harbor accepts Bogue Chitto Lane as a public way. This license shall be irrevocable until such time as the Town of Bar Harbor accepts Bogue Chitto Lane as a public right of way. During the time period prior to the acceptance by the Town of Bar Harbor of Bogue Chitto Lane, the Lot Owners shall be responsible for the repair and maintenance of the road, together with any above or below ground utility infrastructure and other common areas infrastructure located over and under the said Bogue Chitto Lane, as is set forth on the above-described subdivision plan. Maintenance shall include keeping the road plowed, in order to allow access to emergency vehicles and all other standard requirements. Each Lot shall be assessed in accordance with the above described Declaration. At such time as Bogue Chitto Lane is accepted by the Town of Bar Harbor as a public right of way / town road, the rights and responsibilities of the Lot Owners with regard to payment for the upkeep of Bogue Chitto Lane shall terminate. However, the Bogue Chitto Lane Homeowner's Association shall retain the right to enforce all restrictions set forth on the plan, as well as all restrictions set forth in the above-described Declaration.

Together with a right of way, as set forth in 23 MRS §3031(2), appurtenant to the herein conveyed premises over Bogue Chitto Lane, however, all private rights over Bogue Chitto Lane conveyed hereunder shall terminate upon the acceptance of Bogue Chitto Lane as a public way by the Town of Bar Harbor.

Together with all rights, easements, privileges and appurtenances belonging to the granted estate.

Being a portion of the premises as conveyed in a deed from Paradis and Shaw, LLC TO Piece of the Rock Builders, LLC dated September 10, 2020 and recorded in Book 7053, Page 898 at the Hancock County Registry of Deeds.

(32) Cheryl L.O.