

**DECLARATION OF CONDOMINIUM
FOR
DEGREGOIRE PARK ROAD CONDOMINIUM**

Bar Harbor Trust Services as Successor Trustee of the Robert Dale Barton Trust dated June 12, 2001 ("Declarant"), with a mailing address of c/o Bar Harbor Trust Services 135 High St. Ellsworth, Maine, 04605, hereby declares as follows:

**ARTICLE 1
CREATION OF THE CONDOMINIUM**

Section 1.1 Submission: Declarant, being seized in fee simple of a certain lot or parcel of land, together with the buildings and improvements thereon, situated in Bar Harbor, Hancock County, Maine, described in Exhibit A affixed hereto and made a part hereof by reference (defined herein as "the Property"), hereby submits said land, buildings and improvements, together with and subject to all easements, rights, and appurtenances thereto belonging, and the buildings and improvements to be erected thereon to the provisions of the Maine Condominium Act ("the Act"), Chapter 31 of Title 33 Maine Revised Statutes Annotated, as amended from time to time, and hereby creates a two-unit condominium in accordance with the Act.

Section 1.2 Name and Address: The name of the condominium is "DeGregoire Park Road Condominium" and the name of the Association is "DeGregoire Park Road Homeowners Association." The address of the condominium is 102 and 104 DeGregoire Park Road, Bar Harbor, Maine 04609.

Section 1.3 Plan: As required by 33 M.R.S.A. §1602-109, DeGregoire Park Road Condominium is depicted on a plat to be recorded herewith.

Section 1.4 Applicability: The provisions of the Maine Condominium Act, as amended from time to time, shall apply to and govern the operation and governance of the condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

This declaration shall govern the property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering the property shall be subject to this declaration, the Bylaws of the Association and to any rules and regulations that the Association may adopt, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the property.

ARTICLE 2

DEFINITIONS

Section 2.1 Definitions: Unless otherwise specifically stated herein and to the extent provided by law, all applicable words and terms shall have those meanings and definitions described by §1601-103 of the Maine Condominium Act (33 M.R.S.A. §1601-103). In addition thereto and without limitation to the foregoing, the terms listed below are defined as follows for all purposes of this declaration, the Bylaws, and Plats and Plans:

2.1.1 "The Act" means the Maine Condominium Act, 33 M.R.S.A. ch. 31, as amended from time to time;

2.1.2 "Association" means DeGregoire Park Road Homeowners Association;

2.1.3 "Buildings" (or in the singular "Building") means any residential or recreational structure or other improvement now or hereafter constructed on "the Property";

2.1.4 "Bylaws" means the Bylaws as amended from time to time, duly adopted by the Association which provide for its governance pursuant to Section 1603-106 of the Act;

2.1.5 "Condominium Documents" include this declaration, Plats and Plans, Bylaws, and any additional Rules and Regulations adopted by the Association;

2.1.6 "Declarant" includes any successor Declarants or assignees of the Declarant;

2.1.7 "Eligible Mortgage Holder" means the holder of a recorded mortgage on a Unit which has requested the Association to notify it of actions by the Association which require the consent of Eligible Mortgage Holders under this declaration;

2.1.8 "Executive Board" means the Executive Board of the Association;

2.1.9 "Limited Common Elements" in the plural or singular includes those areas or parts of the Property, if any, designated as Limited Common Elements herein, or on the Plats and Plans, in addition to those areas or parts defined as "Limited Common Element" by Section 1601-103(16) of the Act;

2.1.10 "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units;

2.1.11 "Percentage Interest" means the undivided interests in the common elements appurtenant to a Unit, as set forth in Section 7.1, as the same may be amended from time to time;

2.1.12 "Property" means the real estate described and referred in Section 1.1. above and depicted in the Plat;

2.1.13 "Plats and Plans" means those documents required by Section 1602-109 of the Act, including, without limitation, the plat referred to in Section 1.3;

2.1.14 "Record" means to record at the Hancock County Registry of Deeds;

2.1.15 "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant, the Association, or its Executive Board from time to time with respect to the use of all or any portion of the Property;

2.1.16 "Unit" means a physical portion of the condominium created by this declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3 herein.

ARTICLE 3 UNITS

Section 3.1 Identification of Units: The Declarant is hereby declaring two Units in the condominium, as depicted on the Plan .

Section 3.2 Unit Boundaries: The two Units shall be bounded by the earth beneath the areas marked on the Plat as Unit 1 and Unit 2 and shall include everything located on the site where Unit 1 and Unit 2 are marked including any buildings and/or structures located thereon.

Section 3.3 Allocation of Costs of Services: Electric, gas, telephone, cable television, Internet, sewer and water utility services and the cost of similar services will be separately metered and each Unit owner will be responsible for the cost of such services furnished to his Unit.

Section 3.4 Allocated Interests: Each Unit is allocated a percentage of undivided interest in the common elements and a percentage of the common expenses. The two allocated percentages are equal for each Unit and are obtained by dividing one hundred by the total number of Units.

Section 3.5 Allocated Voting Interest: One vote in the Association is allocated to each Unit.

Section 3.6 Table of Allocated Interests: Section 7.1 contains a list of the identifying numbers of the Units which sets forth the allocated interests appurtenant to each Unit.

Section 3.8 Alterations of Units: A Unit owner may make any alterations to the Unit in accordance with all applicable ordinances and statutes and the provisions of this declaration, the Bylaws and Rules and Regulations.

Section 3.9 Relocation of Unit Boundaries: A Unit owner may acquire an adjoining portion of an adjoining Unit, but only in accordance with the provisions of this section. The owners of the two Units affected shall submit an amendment to this declaration to relocate the Unit boundaries so that the adjoining Unit portion to be acquired becomes a part of the acquiring owner's Unit.

The Executive Board shall cause an amendment to this declaration to be prepared which identifies the two Units, describes the Unit portion being acquired, and contains words of conveyance between the owners of the two Units. The amendment shall be executed by the owners of the two Units and by the Executive Board on behalf of the Association. The Executive Board shall ensure that the amendment is recorded in the registry of deeds and that it is indexed under the name of the condominium and the names of the owners of the two Units. The Executive Board shall also cause Plats or Plans, as necessary, complying with the Act, to be prepared which show the relocated Unit boundaries, the new dimensions of the two Units, and the Units' identifying numbers. The Executive Board shall ensure that the Plats or Plans are properly recorded in the registry of deeds.

The expense involved in reviewing the boundary relocation proposal and in preparing and recording the amendment and the Plats or Plans, including but not limited to attorneys', architects', engineers', and recording fees, shall be a common expense assessed against the two Units and may be enforced in the same manner as other assessments.

Section 3.10 Leases of Units: A Unit owner may lease his Unit or a portion thereof. The Declarant makes no representations regarding the types of leases, if any, allowed in the Town of Bar Harbor. Any lease of a Unit shall be documented by a written instrument which restates the conditions of this declaration and which provides that the lessee must comply in full with the provisions of the Act, this declaration, the Bylaws, and any Rules and Regulations of the condominium. No such lease shall relieve the Unit owner from, nor reduce, the Unit owner's obligations and liability under said provisions.

Section 3.11 Maintenance: Each Unit owner shall be responsible for maintenance of that Unit and any Limited Common Elements allocated to that Unit.

ARTICLE 4 COMMON ELEMENTS

Section 4.1 Common Elements: All portions of the condominium which do not lie within the boundaries of a Unit, as described above, are common elements. All Unit owners have an undivided ownership interest in all of the common elements.

Section 4.2 Alteration of Common Elements: No Unit owner shall make any alteration, improvement, or change of any of the common elements (this shall not include the Limited Common Elements) or any part of them, without having first obtained the permission of the Association.

Section 4.3 Maintenance: The provisions of this declaration and the Bylaws control the responsibility for maintenance, repair or replacement of the common elements. The Association, acting through its Executive Board, shall be responsible for maintenance, repair and replacement of the Common Elements, not including any Limited Common Elements. The Association shall also be responsible for maintenance, repair, and replacement, in accordance with the terms of any maintenance agreement or approval from the Town of Bar Harbor relating to any drainage system of the Property, including storm water drainage or retention.

ARTICLE 5 RESTRICTIONS ON USE

Section 5.1 Use: Use of the property shall be limited by local ordinances and State and Federal statutes and regulations. In addition, Unit 1 is subject to the following restriction: no permanent or temporary structures shall be allowed in the area marked "No Build Zone" on the Plat. This restriction shall include fences, sheds, tents, playground equipment, campers.

Section 5.2 Rules and Regulations: The Executive Board may adopt Rules and Regulations that shall further regulate the management of the condominium and the conduct of the Unit owners and their employees, invitees, and lessees.

Section 5.3 Violations by Unit Owners: The violation of any rules or regulations, the breach of any of the Bylaws, or the breach of any provision of this declaration shall give the Executive Board the right to take whatever action is reasonably necessary to terminate the particular violation or breach, to remedy any damage occasioned by such violation or breach, and to prevent further violation or breach.

ARTICLE 6 UNIT OWNERS' ASSOCIATION

Section 6.1 Membership: The Association shall be organized as a Maine non-profit corporation to govern and operate the condominium. All Unit owners shall be members of the Association, and no one other than a Unit owner shall be a member.

Section 6.2 Members of the Executive Board: The Executive Board shall consist of at least four members. In accordance with § 1603-103 (e) of the Act, three members must be Unit Owners or the spouse of a Unit Owner.

Section 6.3 Powers: The Association shall have all of the powers allowed by the Maine Condominium Act and the Maine Non-profit Corporation Act.

Section 6.4 Meetings: The Association shall meet at least once in each calendar year. A quorum shall be present if Unit owners entitled to cast one hundred percent (100%) of

the votes in the Association are present in person or by proxy. The vote allocated to a Unit must be cast as one vote; no vote may be divided.

Section 6.5 Notice: The Executive Board shall cause notice of matters affecting the condominium to be given to all Unit owners by sending a written statement thereof by the United States Postal Service, postage prepaid, return receipt requested, to each Unit owner at the address last given in writing to the Executive Board by the Unit owner or by delivering a written statement thereof in hand to each Unit owner and obtaining a receipt therefore from the Unit owner. If more than one person owns a Unit, then notice given to one of the Unit owners shall be sufficient to serve as notice to all of the owners of that Unit. If the notice is of a meeting at which a Unit owner has the right to vote or of an action to be taken to which a Unit owner has the right to consent or refuse consent, then the notice shall be given to such Unit owner at least fifteen days prior to such meeting or the taking of such action.

Section 6.6 Bylaws: The Bylaws of the Association shall contain provisions for its operation and governance. No provision of the Bylaws shall be inconsistent with this declaration.

ARTICLE 7 ASSESSMENTS

Section 7.1 Common Expenses: Except as hereinafter provided, the common expenses shall be assessed against all of the Units in the condominium in accordance with the percentages of liability for the common expenses listed below:

<u>Unit Number</u>	<u>Undivided Interest in Common Elements</u>	<u>Common Expense Liability</u>	<u>Votes in the Association</u>
1	50%	50%	1
2	50%	50%	1
Total	100%	100%	2

Section 7.2 Limited Common Element Expenses: Any expense associated with the maintenance, repair or replacement of a limited common element shall be assessed against the unit to which that limited common element is assigned.

Section 7.3 Misconduct: Any common expense caused by the misconduct of a Unit owner, or owners, shall be assessed against the Unit owner's Unit or the Unit owners' Units by the Association.

Section 7.4 Personal Liability of Unit Owners: All sums assessed by the Association as a common expense shall constitute the personal liability of the owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to

1603-116 of the Act. The Association shall take action for failure to pay any assessment or other charges pursuant to 1603-116 of the Act. The delinquent owner shall be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

ARTICLE 8 EASEMENTS

Section 8.1 Additional Easements: In addition to the easements provided under the Act, those easements described within this Article 8 are hereby created.

Section 8.2 Common Easements: The Units and common elements are hereby made subject to easements in favor of the other Unit owner, appropriate utility and service companies, cable television and Internet service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this **Section 8.2** shall include, without limitation, any Unit owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television and Internet equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and common elements. Notwithstanding the foregoing provisions of this **Section 8.2**, any such easement through a Unit shall be located either in substantially the same location as such facilities, as shown on the recorded Plat, or similar facilities existed at the time of the conveyance of the first Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving only the condominium and located upon the common elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the common elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the common elements for the building and maintenance of roads and for other purposes necessary for the proper operation of the condominium.

Section 8.3 Easements Over Common Elements: The common elements shall be, and hereby are made, subject to an easement in favor of the Unit owners and their invitees, employees, tenants and servants, and in favor of the Association and its agents and employees for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive

Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit owners with respect to such portions of the common elements which are not needed in order gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Unit owners or the occupants of Units, or both, provided, however, that every Unit owner shall have an unrestricted right of ingress and egress to his Unit.

Section 8.4 Easements for Corrective Purposes, Inspection and Maintenance: The common elements and Units are subject to an easement in favor of the Declarant and the Association and its agents for the purposes of maintenance, repair, renovation, correction, inspection, and upkeep of the common elements.

Section 8.5 Subjacent Support: Each Unit and the common elements shall have any easement for subjacent support from every other Unit and the common elements, and shall have the easement for encroachments established under Section 1602-114 of the Act. In addition, each Unit owner has an unrestricted perpetual right of ingress and egress to his or her Unit, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the common elements shall be void unless the Unit to which that common element interest is allocated is also transferred.

Section 8.6 Recorded Easements: The following easements, recorded in the Hancock County Registry of Deeds, affect the condominium property:

1. An easement to New England Telephone and Telegraph recorded dated June 20, 1964 and recorded in Book 965 Page 347 of said Registry.
2. An easement to Bangor Hydro-Electric Company dated March 26, 1986 and recorded in Book 1589, Page 213.

Article 9 Rights of Mortgagees, Insurers and Guarantors

Section 9.1 Mortgages Subject to Declaration: Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, this Declaration, the Plats and Plans, and any Rules and Regulations.

Section 9.2 Rights of Eligible Mortgage Holders: The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions in addition to any other actions that may be listed in the Act:

- 9.2.1** Termination of the Condominium pursuant to Section 1602-118 of the Act;

- 9.2.2** Change in the allocated interest of a Unit or change in the boundaries of a Unit;
- 9.2.3** Merger or consolidation of the Condominium with another condominium;
- 9.2.4** The conveyance or subjection to a security interest of any portion of the Common Elements;
- 9.2.5** The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113(a) of the Act for purposes other than the repair or restoration of the damaged property;
- 9.2.6** Any default in the performance or payment by a Unit owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities; and
- 9.2.7** The adoption of any proposed budget by the Executive Board and of the date of the scheduled unit owners meeting to consider ratification thereof; a summary of the proposed budget shall accompany this notice.

Section 9.3 Rights of Eligible Mortgage Holders: In the event of any proposed actions described in Subsection 9.2.1 through 9.2.5 above, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Unit owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit owner for such action by delivering written notice to the Association with a copy to the Unit owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit owner from exercising such right. In the event of any default described Subsection 9.2.6, the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

Section 9.4 Attendance at Meetings by Eligible Mortgage Holder: In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in Subsection 9.2.

Section 9.5 Rights of Mortgage Holders, Insurers or Guarantors: The Association shall send timely prior written notice of the following matters by prepaid United States mail to holders, insurers and guarantors of the mortgage on any Unit:

- 9.5.1** Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;
- 9.5.2** Any 60-day delinquency in the payment of Monthly Assessments or other charges owed by the owner of any Unit on which it holds the mortgage;

9.5.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

9.5.4. Any proposed action that requires the consent of the Eligible Mortgage Holders.

Section 9.6 Request for Notice: To receive such notice, the mortgage holder, insurer or guarantor shall send a written request for such notice to the Association, stating its name and address and the unit number or address of the unit on which it holds, insures or guarantees the mortgage.

Section 9.7 Liability for Use and Charges: No Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure and no person who acquires title by reason of foreclosure or such deed in lieu of foreclosure shall be liable for such Unit owners unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee or such other person, except to the extent otherwise provided in the Act and except to the extent that such Mortgagee or other person is liable as a Unit owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee or other person as a result of all Unit owners being reassessed for the aggregate amount of such deficiency.

Section 9.8 Condemnation Rights: In the case of a distribution to such Unit owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements, no provision of this Declaration shall give a Unit owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage.

Section 9.9 Books and Records: Any Mortgagee shall have the right, exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 10 INSURANCE

Section 10.1. Unit Coverage: Each unit owner is responsible for insuring his or her unit and the improvements thereupon, as well as any Limited Common Elements assigned to that Unit, at his or her own expense affording coverage upon his personal property and for his personal liability.

Section 10.2 Premiums: Premiums upon insurance policies purchased by the Executive Board shall be paid by it and charged as common expenses.

Section 10.3 Adjustment of Losses: Each Unit owner shall be deemed to have delegated to the Executive Board his right to adjust with the insurance companies all losses under policies purchased by the Executive Board.

ARTICLE 11 AMENDMENT

Section 11.1 General. Otherwise subject to the other provisions of this declaration and of the Act, the declaration and the accompanying Plats and Plans may be amended as follows:

After the first conveyance of a Unit by the Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this declaration:

11.1.1. Proposal and notice. An amendment to the declaration may be proposed by either the Executive Board or by Unit owners holding at least fifty (50) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit owners and all eligible mortgage holders.

11.1.2. Approval. The amendment shall be adopted if it receives the affirmative vote or written consent of one hundred percent (100%) or more of the total percentage in interest of all votes in the Association in all cases and such eligible mortgage holders as may be required herein. Unit owners and mortgagees may express their approval in writing or by proxy.

Section 11.2 Notice, Execution and Recording: After each amendment to this declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit owners and to all eligible mortgage holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded.

Section 11.3 Notice and Challenge: No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 12
GENERAL PROVISIONS

Section 12.1 Definitions: Terms not defined in this declaration shall have the meanings defined in the Act.

Section 12.2 Construction and Severability: The provisions of this declaration shall be construed, if possible, so as to be valid and enforceable under the laws of the State of Maine. If any provision cannot be so construed and is held to be unenforceable, then it shall be considered severable, and the remaining provisions shall continue to be valid and enforceable.

Section 12.3 Precedence: No provision of the Bylaws or Rules and Regulations of the Association shall conflict or be inconsistent with this declaration. Any such conflicting or inconsistent provision shall be void and of no effect.

Section 12.4. Quiet Enjoyment: No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the common elements. No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the common elements by the Unit owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

In witness whereof Bar Harbor Trust Services as Successor Trustee of the Robert Dale Barton Trust dated June 12, 2001, has caused this instrument to be signed and sealed this _____ day of _____, 2007.

Bar Harbor Trust Services as Successor Trustee of
the Robert Dale Barton Trust dated June 12, 2001

COPY

By: _____
Its: _____

STATE OF MAINE
HANCOCK COUNTY

_____, 2007

Personally appeared the above named _____ of Bar Harbor Trust Services Trustee as aforesaid and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bar Harbor Trust Services in its said capacity.

Notary Public/Attorney at law

Print or type name as signed

EXHIBIT A
DESCRIPTION OF PROPERTY

A certain lot or parcel of land with the improvements thereon situate in the Town of Bar Harbor, County of Hancock, State of Maine, more particularly described as follows:

Beginning at an iron pipe found on the easterly line of DeGregoire Park Road (formerly known as Asticou Way) at the southwesterly corner of lot designated 4 on a plan of DeGregoire Park recorded in Hancock County Registry of Deeds, Plan Book 3, Page 91; thence along the easterly line of DeGregoire Park Road, North 31 degrees, 41 minutes, 30 seconds East, a distance of 150.0 feet to the southerly line of a 40-foot wide way and the northwesterly corner of lot designated 2, as shown on said plan; thence along the northerly line of lots designated 2 and 2A, as shown by said plan, South 51 degrees, 28 minutes, 0 seconds East, a distance of 285.3 feet to the westerly line of another 40-foot wide way and the northeasterly corner of said lot 2A; thence along the easterly line of lots designated 2A, 3A, and 4A, as shown by said plan, South 34 degrees, 54 minutes, 30 seconds West, a distance of 150.0 feet to the southeasterly corner of said lot 4A; thence along the southerly lines of said lots 4A and 3A, North 51 degrees, 18 minutes, 30 seconds East, and passing through an iron pipe found 2.6 feet westerly of the southeasterly corner of lot 4A, a total distance of 276.9 feet to the point of beginning, enclosing 41,970 square feet.

Also conveying all of the Grantor's right, title and interest in and to DeGregoire Park Road and the 40-foot wide ways adjoining the premises herein described.

Bearings referenced herein are oriented to magnetic north, 2001, as determined by a survey conducted by Plisga & Day, Land Surveyors.