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QUITCLAIM DEED with COVENANT

DLN: 2718368

PETER REMINGTON HOBBY, with a mailing address of 369 Hemsley Drive, Queenstown, Maryland 21658, and **ELIZABETH HOBBY** with a mailing address of 401 W 53rd Street, 2A, New York, NY 10019, for consideration paid, grant to **CHARLES GERSHMAN**, with a mailing address of 36 Ben Clark Hill Road, Haddam Neck, Connecticut 06424, with QUITCLAIM COVENANT, certain lot or parcel of land, together with any buildings and improvements thereon, situated in Swans Island, Hancock County, Maine, bounded and described as follows:

A certain lot or parcel of land situated at Swans Island, Hancock County, Maine, consisting of Lot No. 14, Lot No. 15 and Lot No. 16 shown on a survey recorded at the Hancock County, Maine, Registry of Deeds in Plan Book 12, Page 130 and captioned "Subdivision Plan at Big Basin Cove for Big Basin Cove Company, Inc. Revised Oct. 1971 Scale: 1" = 100' by Robert Raynes R.L.S., Bar Harbor, Maine Revised April - 1972 by R. Raynes".

Together with, as appurtenant to the herein conveyed premises a thirty-three (33) foot wide right of way, as the same now exists and as depicted on said Survey, to be used for all purposes of a way, leading from the southerly side line of the herein conveyed premises in a westerly direction to the Town Road.

Together with, as appurtenant to the herein conveyed premises, the right, privilege and easement to lay (in or along the side of the said thirty-three (33) foot wide right of way), repair and replace a water pipe and to take water, for domestic purposes, from the existing well situated on or near the area depicted as "Park" on said Survey.

By the acceptance of this deed, the Grantees herein agree for themselves, their heirs and assigns to pay their pro-rata share of the cost to maintain and improve the road and roadway in the Big

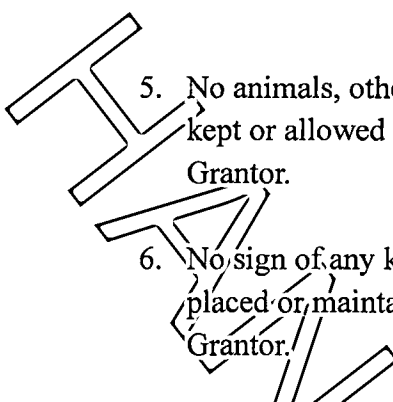
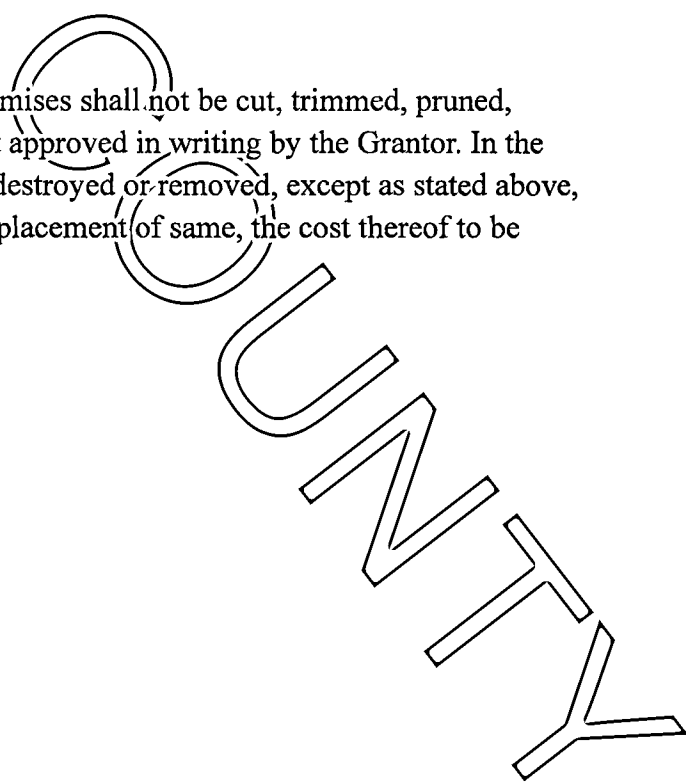
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Basin Cove Development depicted on the aforementioned survey. The Grantees' pro-rata share of such cost will bear the same relationship to the total cost of maintaining and improving said road and roadway as the size of the herein conveyed premises bear to the total number of acres in the said Big Basin Cove Development. The Grantees' pro-rata share of said cost shall be set forth in an invoice, from the Grantor, its successors or assigns, which shall be paid by the Grantees within thirty (30) days after receipt of said invoice.

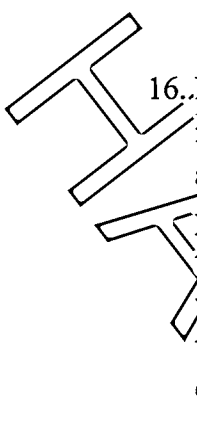
The premises conveyed hereunder are hereby conveyed subject to the following restrictions which are to be permanent and shall run with the premises for the benefit of the Grantor, its successors and assigns, and other lot owners in the Big Basin Cove Development. In the event, that the Grantees, their heirs or assigns, violate or breach any of the following restrictions, the Grantor, its successors or assigns, or any lot owner or group of lot owners in the said Big Basin Cove Development, shall have the right to proceed at law or in equity to compel compliance therewith and to prevent the violation or breach of any of said restrictions. By the acceptance of this deed the grantees agree for themselves, their heirs and assigns, that the remedy at law for any breach of the said restriction will be inadequate and that the Grantor, its successors and assigns, or other said lot owners shall be entitled to injunctive relief. In addition, the Grantor, its successors and assigns, shall have the right whenever there is a violation of the said restrictions to enter upon the premises conveyed hereunder and summarily abate the violation at the expense of the Grantees, their heirs or assigns, and any such entry and abatement shall not be deemed a trespass. Should the Grantor, its successors or assigns, or other lot owners in the said Big Basin Cove Development, employ counsel to enforce against the Grantees or their heirs and assigns, any of the herein covenants, restrictions, right of reentry by reason of the breach of such restrictions or the failure to pay the annual road maintenance and improvement assessment, all costs incurred at such proceeding, including a reasonable fee for counsel, shall be paid by the Grantees, their heirs or assigns.

1. For the purposes of paragraphs hereinafter set forth number 2 through 22 inclusive, the following terms shall have the following meanings:
 - a. Dwelling: A building designed for and intended to be occupied by not more than one (1) family. A building may incorporate therein facilities such as a garage and living quarters for domestic employees of the family occupying such building.

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- b. Accessory Building: A building or other structure designed and intended to be used for a purpose incident to the use or enjoyment of the Dwelling such as a garage, guest house, gatehouse, caretaker's cottage and other living quarters for domestic employees of the family occupying the Dwelling, a tool or work shop, a greenhouse or structure incidental to a swimming pool or tennis courts.
 - c. Improvement: Any Dwelling, Accessory Building, swimming pool, tennis courts, or other recreational facility or a fence, wall or any structure or any kind or nature whatsoever, constructed above the existing grade of the conveyed premises.
 - d. Construct, Constructed, or Construction: to erect, to place, to maintain, to occupy, to alter, or to install.
 - e. Grantor: Big Basin Cove Company, Inc., its successors and assigns.
 - f. Grantees: Walter R. Hobby and/or Elizabeth N. Hobby, their heirs, executors, administrators and assigns.
2. The Grantees shall not, nor permit others, to hunt, trap or in any other manner disturb the wildlife on the conveyed premises or on any land now owned or hereafter acquired by the Grantor on Swans Island, Hancock County, Maine.
3. The conveyed premises shall not be subdivided and shall be used and improved solely for residential purposes.
4. Without the prior written approval of the Grantor, which approval shall not be unreasonably withheld or delayed:
- (a) no blasting shall be done or permitted on the conveyed premises; and
 - (b) no tree on the conveyed premises having a diameter of over three (3) inches shall be cut or permitted to be cut.

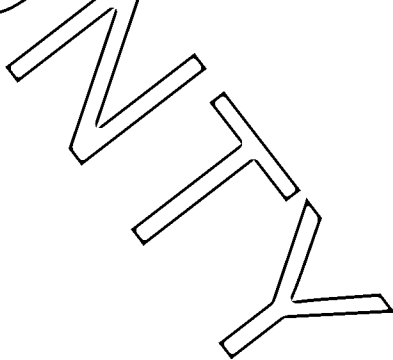
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5. No animals, other than carriage and saddle horses or customary household pets, shall be kept or allowed on the conveyed premises without the prior written approval of the Grantor.
 6. No sign of any kind (except the usual type of a sign identifying the owner) shall be placed or maintained on the conveyed premises without the prior written approval of the Grantor.
 7. Any sewage disposal system installed on the conveyed premises shall be subject to the written approval of the Grantor, which approval shall not be unreasonably withheld or delayed, and shall be located, constructed and equipped in accordance with the requirements and standards of all Federal, State and local laws and regulations.
 8. The conveyed premises are to be used for single-family residential purposes only which term shall not prohibit the lodging of any person who is a domestic employee of the Grantees. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on the conveyed premises, or on any part thereof. No improvement or structure whatever, other than a dwelling, patio walls, swimming pool, and customary outbuildings, garage, carport, servant's quarters, or guest house may be erected, placed, or maintained on the conveyed premises.
 9. The native growth now on the conveyed premises shall not be cut, trimmed, pruned, destroyed or removed except as may be first approved in writing by the Grantor. In the event such growth is cut, trimmed, pruned, destroyed or removed, except as stated above, the Grantor may require the replanting or replacement of same, the cost thereof to be borne by the Grantees.

10. Except as hereinafter provided, no elevated tanks of any kind shall be erected, placed, or permitted on any part of the conveyed premises. Any tanks for use in connection with any residence constructed on the conveyed premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view of adjoining lots, roads, or streets.
11. No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located closer, from any boundary line of the conveyed premises than thirty (30) feet and no dwelling shall be constructed on the conveyed premises having less than eight hundred (800) square feet. No dwelling or accessory building shall be constructed or maintained within sixty (60) feet from the center line of the said thirty-three (33) foot wide right of way.
12. The conveyed premises shall not be used in whole or in part for the storage of rubbish or any character whatsoever, nor for the storage of any property or thing that will cause such premises to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon said premises that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the adjoining or surrounding property owners.
13. No applied decorations such as banners, profuse flags, pennants, blinking lights, or other appurtenances shall be permitted on the conveyed premises.
14. Garden equipment, sporting equipment, bicycles, carriage, and similar items placed on the conveyed premises shall be kept in enclosed areas.
15. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, placed, or permitted upon any part of the conveyed premises, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.



16. No dwelling erected upon the conveyed premises shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor shall any dwelling be occupied until made to comply with approved plans, as hereinafter provided for. All construction shall be completed within six (6) months from the start thereof, provided, that the Grantor may extend such time when in its opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon the conveyed premises unless approved in writing by the Grantor.

17. All plans for the construction of private roads and driveways and all building plans for any dwelling, accessory building, fence, corral, wall, or structure to be erected upon the conveyed premises, and the proposed location thereof upon the conveyed premises, and any changes after approval thereof, and any remodeling, reconstruction, alteration, or addition to any existing building, road, driveway, or other structure upon the conveyed premises shall require the approval in writing of the Grantor. Prior to commencing the construction of any road, driveway, dwelling, building, fence, wall coping, or other structure whatsoever, or remodeling, reconstruction, or altering a road, driveway or structure upon the conveyed premises, the Grantees shall submit to the Grantor, two (2) complete sets of road or driveway plans, showing the locations, course, and width of same and two (2) complete sets of building plans and specifications for the dwelling, building, fence, wall coping, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the Grantor and which do not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon the conveyed premises. Approval of such plans and specifications shall be evidenced by written endorsement of the Grantor on such plans and specifications, a copy of which shall be delivered to the Grantees prior to the beginning of such construction, the approval of which by the Grantor, shall not be unreasonably withheld or delayed. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Grantor. The Grantor shall not be responsible for any structural defects in such plans or



specifications or in any building or structure erected according to such plans and specifications.

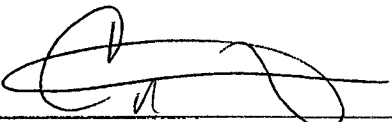
18. Drainage shall conform to the requirements of all Federal, State and local laws and regulations and shall be approved in writing by the Grantor.
19. No commercial vehicles, construction vehicles, or like equipment or mobile or stationary trailers of any kind shall be permitted on the conveyed premises unless first approved in writing by the Grantor.
20. No substantial changes in the elevations of the conveyed premises shall be made without the written approval of the Grantor.
21. The grantee shall not use, nor permit to be used, the conveyed premises as a place of public assembly, a dormitory or other use which is not compatible with family living. No immoral, improper, offensive, or unlawful use shall be made of the conveyed premises and all laws with respect to the use of real property and personal conduct shall be observed. No nuisance or use of the conveyed premises shall be allowed, nor anything done or placed on the conveyed premises which may be deemed a source of unreasonable annoyance, embarrassment or disturbance to other owners in the Development, or which interferes with the peaceful possession or proper use of other lots in the Development.
22. No insecticide deemed, by the Grantor, to be harmful to human or animal life or vegetation shall be used on or around the conveyed premises.

The restrictions hereinabove set forth shall constitute covenants running with the conveyed premises and shall be binding upon the Grantees, their heirs and assigns. If the Grantees shall violate any of said restrictions, the Grantor or any owner of a building site in the Development shall have the right to sue and recover damages for the violation of any such restriction, and/or to maintain a suit against those so violating or attempting to violate any such restriction for the purpose of enjoining or preventing all or any such violations. The remedies in this paragraph contained shall not exclude any other remedies now or hereafter provided by law. Invalidation of any restriction set forth herein shall not affect or modify any of the other remaining restrictions herein. The restrictions set forth in this deed shall inure to the benefit of the Grantor, its

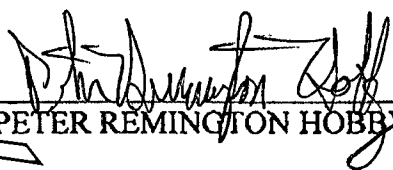
successors and assigns, and to all persons who are or become owners of building sites in said Development.

Meaning and intending to convey all and the same premises as conveyed from Peter Remington Hobby and Elizabeth Hobby, as Domiciliary Foreign Co-Personal Representatives of the Estate of Elizabeth Nutting Hobby to Peter Remington Hobby and Elizabeth Hobby by deed dated August 5, 2024 and recorded in the Hancock County Registry of Deeds in Book 7339, Page 946.

WITNESS my/our hand(s) and seal(s) this 25 day of April, 2025.



Witness



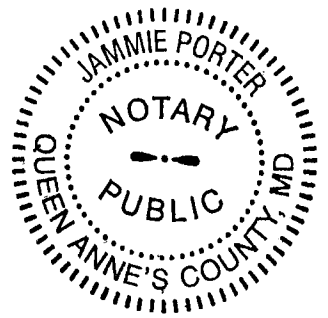
PETER REMINGTON HOBBY


STATE OF Maryland

COUNTY OF Queen Anne's ss.

APRIL 25th, 2025

Then personally appeared before the above-named, Peter Remington Hobby, and acknowledged the foregoing instrument to his/her/their free act and deed.





Attorney at Law/Notary Public

Jammie Porter

Print Name

WITNESS my/our hand(s) and seal(s) this 26th day of April, 2025.

Witness

ELIZABETH HOBBY

STATE OF NEW YORK

COUNTY OF NEW YORK ss.

APRIL 26th, 2025

Then personally appeared before me the above-named, Elizabeth Hobby, and acknowledged the foregoing instrument to his/her/their free act and deed.

DAVIS JAMES KIM
Attorney at Law/Notary Public

DAVIS JAMES KIM
Print Name

DAVIS JAMES KIM
Notary Public - State of New York
NO. 01K16445113
Qualified in New York County
My Commission Expires Dec 12, 2026