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JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY MAINE

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Section 15. Governing Documents
A. DECLARATION

AMENDED AND RESTATED DECLARATION OF TINKER HILL, A CONDOMINIUM

ARTICLE 1
SUBMISSIONS: DEFINED TERMS

Section 1.1. Submission of Property. The Wright Buzz, LLC, a Maine Limited Liability Company, whose mailing address is P.O. Box 358, Dedham, County of Hancock, State of Maine ("Successor Declarant"), owner in fee simple of the land and buildings thereon described in Schedule A attached hereto and incorporated by reference herein located in the Town of Ellsworth, County of Hancock, State of Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereto ("the Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act") and hereby creates with respect to the Property a condominium to be known as "Tinker Hill, A Condominium" ("Condominium"), amending and restating the Declaration of Condominium of Tinker Hill, a Condominium, dated May 23, 2007 and recorded in the Hancock County Registry of Deeds in Book 4772, Page 254, as amended . The Property is shown on the condominium plat and pans recorded in the Hancock County Registry of Deeds in Plan File 36, #121, #122, #123, #124, #125, #126 and Plan File 44, #3 and #4 and Plan File 50, #68 and identified as follows ("Plat and Plans"):

CREATION OF THE CONDOMINIUM

Section 1.1. Submission of the Property. The Declarant is the owner of the property described in Exhibit A (*not included*) attached hereto, located in Ellsworth, Hancock County, Maine, and hereby declares said property, together with all improvements thereon and all interests appurtenant thereto (the Property), to be a condominium and submits the same to the provisions of the Maine Condominium Act, ME. REV. STAT. ANN. tit. 33, §§ 1601-101 to 1604-118, as it may from time to time be amended.

Section 1.2. Name. The name of the condominium is Tinker Hill, A Condominium. The name of the unit owners' association is Tinker Hill Condominium Association.

Section 1.3. Plans. A plat depicting the condominium property and floor plans of the condominium buildings have been recorded in the Hancock County Registry of Deeds and are labeled Tinker Hill, A Condominium, Ellsworth, Maine.

ARTICLE 2
UNITS

Section 2.1. Number of Units. The Declarant is hereby declaring twelve (12) units in the condominium, as depicted on the plat and plans. The Declarant reserves the right to construct an additional fifty-four (54) units. The proposed location and dimension of each unit, together with the appurtenant limited common elements of each proposed unit are depicted on the plat and plans; however, the proposed location and dimension of each proposed unit and of the building such unit would be constructed within are subject to change by the Declarant until such time as each unit is declared and legally created. Such proposed improvements need not be built or may be built with configurations and locations different than those shown on the plat and plans, as further described in Article 4, below.

Section 2.2. Creation of Subsequent Units. Initially, twelve (12) units are created under this declaration. The Declarant has the right to create fifty-four (54) additional units for a total of up to but no more than seventy-six (66) units. For each unit subsequently created pursuant to this Declaration, its Allocated Interest and allocation of votes in the unit owners' association, as described below, shall be set forth in an amendment to Exhibit B (*not included)*, and a description of such unit's location and dimension shall be depicted on the plat and plans.

Section 2.3 Unit Boundaries. Each unit is bounded below by the unit's floors or portions of floors which, as shown on the condominium floor plans, lie directly and immediately above a common element or the foundation of the building. Each unit is bounded above by the unit's ceilings which, as shown by the floor plans, lie directly and immediately below a common element or the roof of the building. Each unit is bounded on its sides by the unit's walls or portions of walls which, as shown by the condominium floor plans, adjoin directly and immediately to another unit, a common element, or the exterior or foundation of the building. Each unit's side boundaries extend to the exterior surfaces of any doors or windows in the walls or portion of walls which constitute the unit's side boundaries.

Of the floors, ceilings, and walls which constitute a unit's boundaries, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials forming any part of the finished surfaces thereof are part of the unit, and all other portions of such floors, ceilings and walls (for example structural components of exterior walls or of interior walls shared between units (whether framed with lumber and/or created by poured concrete or otherwise), and trusses) are part of the common elements of the condominium. Except for the limited common elements described in Article 3 below, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are part of the unit. Any exterior doors, windows, or other fixtures designed to serve a single unit, but located outside of the unit's boundaries, are limited common elements allocated exclusively to that unit, as described in Article 3 below.

Additionally, each of the twelve (12) declared units, except units B and C in building # 22 have an attached garage, which is within the unit boundaries. The unit boundaries for each garage

are the same as defined above, except to the extent a garage does not have a finished surface the boundary shall be the horizontal or vertical plane aligning the interior surface of the undecorated wall, ceiling or floor.

Section 2.4. Percentage Interests, Common Expenses, and Voting Rights. Attached as Schedule C hereto is a list of the twelve (12) created Units by their identifying number and the Percentage Interest allocated to each Unit, with each Unit to have an equal Percentage Interest. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on Schedule C. The owner(s) of each Unit shall be entitled to one (1) vote for each Unit owned.

Section 2.5. Alterations of Units. A unit owner, after having given written notice to the executive board at least 30 days in advance may make any improvements or alterations to the unit owner's unit which do not impair the structural integrity of the building or the mechanical systems and which do not lessen the support of any portion of the condominium. No notice need be given for cosmetic changes to a unit which do not involve demolition or construction of any sort and which will not otherwise affect the enjoyment of the condominium or common areas by other unit owners or licensees (e.g. painting, picture hanging, and wallpapering do not require prior approval).33

No unit owner may change the exterior appearance of the unit owner's unit nor change the appearance of any portion of the condominium unless the unit owner has first obtained written permission from the unit owners' association.

If a unit owner acquires an adjoining unit the unit owner may, after having given written notice to the executive board at least thirty days in advance, remove or alter any intervening partition or create apertures in any such partition, even if the partition is partially or wholly a common element, if, and only if, those acts do not impair the structural integrity of the building or the mechanical systems and do not lessen the support of any portion of the condominium.

Section 2.6. Relocation of Unit Boundaries. No unit boundary may be altered, except as permitted pursuant to the Declarant' s Development Rights, as described in Article 4, below.

Section 2.7. Subdivision of Units. No unit may be subdivided.

Section 2.8. Leases of Units. A unit owner may lease the unit owner's unit, but not for a period of less than three months, and not more than one time in any calendar year. Any lease must be in writing, restate the conditions of Article 5 of this declaration and provide that the lessee must comply in full with the provisions of the Maine Condominiun1 Act, this declaration, the bylaws of the unit owners' association, and the rules

owner's obligations and liability under said documents. Each unit owner shall inform the executive board of the names and addresses of any tenants of the unit owner's unit and shall provide the executive board with a copy of the lease. Unit owners are reminded of their obligation to keep the executive board apprised of their current mailing addresses (see Section 6.5).

Section 2.9. Maintenance. The division between the unit owners and the unit owners' association of the responsibility for maintenance of the units shall be controlled by the provisions of the bylaws of the unit owners' association.

ARTICLE 3
COMMON ELEMENTS

Section 3.1. Common Elements. All portions of the condominium which do not constitute or 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. The common elements consist primarily of the structural members and exterior of the buildings, the grounds, the roads, the community center, and the parking areas. Additionally, all units share equally in the appurtenant easements benefiting the common elements, as depicted on the plat or plans or otherwise described herein. The community center may be used for any purpose deemed reasonable by the executive board, so long as such use does not violate any municipal, state or federal rules, laws, ordinances or regulations, and does not jeopardize the not for profit designation of the unit owners' association.

Section 3.2. Limited Common Elements. Limited common elements are common elements of which the use is granted exclusively to one or more, but fewer than all, of the units. Limited common elements may be allocated to units as designated on the condominium plat. Any parking spaces, not allocated to particular units as limited common elements by designation on the condominium plat, may be so allocated to a unit or units by the executive board or may remain unallocated for use by any unit owners and visitors. Any exterior doors, windows; or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partly within and partly outside of the boundaries of a unit, then any portion which serves only that unit is a limited common element, and any portion which serves more than one unit, or which serves part of the common elements is a common element. In resolving any doubts as to the designation of any such fixture, preference shall be given to construing it as a common element.

Section 3.3. Reallocation of Limited Common Elements. The limited common elements may be reallocated upon the written request of all of the owners of the units affected.

Section 3.4. Alteration of Common Elements. No unit owner shall make any alteration, improvement, or change of any of the common elements, including the limited common elements or any part of them, without first having obtained the permission of the unit owners' association, except as permitted by Article 2 above. This prohibition includes, but is not limited to, antennas (including satellite dishes of all sorts, even the small "dish antenna" style), clothes lines, fences, and air conditioning units.

Section 3.5. Alienation of Common Elements. Portions of the common elements may be conveyed or subjected to a security interest by the unit owners' association if agreed to by unit owners entitled to cast sixty percent (60%) or more of the votes in the unit owners' association and if also agreed to by unit owners entitled to cast sixty percent (60%) of the votes allocated to units not owned by the Declarant and, in the

case of limited common elements, if agreed to by all of the owners of all of the units to which the element to be conveyed or subjected to a security interest is allocated. This section shall not be construed to require the consent of the unit owners' association for a unit owner to grant a mortgage of the unit owner's unit and its allocated interests and limited common elements, or to limit the development rights of the Declarant described herein.

Section 3.6. Maintenance. The provisions of the bylaws of the unit owners' association control the responsibility for maintenance of the common elements.

ARTICLE 4
DECLARANT'S
RIGHTS

Section 4.1. Development Rights. In addition to the easement rights reserved elsewhere in this Article 4 of the Declaration, the Declarant reserves to itself and for the benefit of its successors and assigns, the right:

(a) to connect with, repair, relocate, alter, remove and/or make use of utility lines, wires, pipes, and conduits and the related easements located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the costs of services so used;

(b) to use the Common Elements for ingress and egress, for the repair and construction of the units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) to convert units into Common Elements or Limited Common Elements, to add real estate and buildings containing units to the Condominium;

(d) to complete all contemplated improvements on the plat and plans (subject to the conditions in Section 4.4, below), to maintain unsold units as models and sales offices, and to relocate the sales offices as the Declarant deems necessary or appropriate, to exercise the easements reserved to it in the Declaration, to make the Condominium part of a larger Condominium, to make the Condominium subject to a Master Association, to appoint or remove any officer or Board Member during any period of Declarant control of the unit owners association, and to exercise any other special Declarant rights as are now allowed or in the future may be allowed by the Act;

(e) to develop the Condominium in phases, as provided herein; and

(f) to withdraw units from the Condominium.

The foregoing shall be referred to collectively, along with any and all other Special Declarant rights, as provided herein or pursuant to the Act as the "Development Rights". The exercise of the Development Rights shall be in accordance with and governed by the provisions of the Act, including, without limitation Section 1602-1 10 of the Act.

Any improvements that may be erected pursuant to any such Development Right shall be located on the Common Elements and will be generally compatible with the existing improvements on the Condominium in terms of architectural style, quality of construction, and size.

All restrictions in the Declaration affecting the use, occupancy, and alienation of the units will apply to any units created pursuant to any Development Right reserved by the Declarant.

The assurances made in this Section do not apply in the event that any Development Right is not exercised by the Declarant.

Section 4.2. Easements. Until the construction, marketing and sale of all units is completed, the Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property, (a) for construction purposes, and (b) for the installation, maintenance and inspection of the lines and appurtenances for public and private water, sewer, drainage, gas, electricity, telephone, television, and

other like utilities and services. Declarant also reserves the right to relocate existing easements and rights of way encumbering the Property within the Common Areas of the Property, but, to the extent reasonably possible, shall do so in a manner which minimally interferes with the Condominium. Thereafter, the Association shall have the right to grant easements for the purposes stated in (b) above and to the extent permitted by law, to relocate existing easements and rights of way encumbering Common Areas of the Property, but such right shall not be exercised so as to unreasonably disrupt any unit, and the unit owners' association shall be responsible for any damage that occurs to the Common Elements, Limited Common Elements or to any unit as the result of the exercise of this right.

Section 4.3. Exercise of Development Rights by Declarant. The exercise of Development Rights by Declarant shall be subject to the following restrictions:

(a) no changes shall be made to the site plan and subdivision approved by the Ellsworth Planning Board on or about November 2, 2022 and the recorded site plan of Tinker Hill, recorded in the Hancock County Registry of Deeds in File 50, No. 68 unless applicable approval is received pursuant to the appropriate and relevant Ordinances of the City of Ellsworth.

(b) no change shall be made to the Site Location of Development, Natural Resource Protection and Water Quality Certification Findings of Fact and Order #L-23060-L3-C-M, recorded on January 3, 2007 in the said Registry in Book 4672, Page 213, and on February 2, 2006 in Book 4694, Page 270 unless applicable approval is received from the issuing agency (or its successor).

(c) no change shall be made to the Maine Department of Environmental Protection, Declaration Regarding Stormwater Control, dated December 15, 2006, recorded in the Registry in Book 4672, Page 213 unless applicable approval is received from the issuing agency (or its successor).

(d) no change shall be made to the Army Corps of Engineering permit, recorded in the Registry on December 29, 2006, in Book 4671, Page 293, unless applicable approval is received from the issuing agency (or its successor).

Section 4.4. Phasing. Declarant reserves the rights but not the obligation until fifteen (15) years from the date of the recording of this Declaration:

To develop a total of up to fifty-four (54) units and Limited Common Elements appurtenant to such units, all pursuant to Section 1602-110 of the Act. Said Development Rights may be composed in phases. Said additional buildings, units and Limited Common Elements may not be built with the configurations or in the locations as shown on any marketing material produced by the Declarant, and the DECLARANT, IN ITS SOLE DISCRETION, EXPRESSSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS. FURTHERMORE, NOTHING CONTAINED IN THE CONDOMINIUM DECLARATION, PLAT, PLANS, BY-LAWS OR OTHER CONDOMINIUM INSTRUMENTS SHALL BE DEEMED TO IMPOSE UPON THE DECLARANT, OR ITS SUCCESSORS OR ASSIGNS, ANY OBLIGATION OF ANY NATURE TO BUILD, CONSTRUCT OR PROVIDE ANY IMPROVEMENTS EXCEPT TO THE EXTENT DECLARED IN THIS DECLARATION (OR ANY AMENDMENT HEREOF) OR REQUIRED BY THE CONDOMINIUM ACT. Upon the addition and completion of any such phase(s), which may occur in such stages and in such order as the Declarant determines, the plat and plans and/or Declaration shall be amended, as necessary, to incorporate and properly depict such completed phase(s). Each such amendment shall be effective upon being recorded, without the requirement of consent by any party other than the Declarant.

All such units and Limited Common Elements shall be consistent with the existing units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and techniques, which are in the Declarant's reasonable discretion, of equal or better quality and, upon the addition thereof to the Condominium need not be substantially

completed but at the time of the sale to a third party must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of units shall apply to such phases including without limitation the· restrictions to residential use. The Declarant does not reserve any right to withdraw property from the Condominium.

Section 4.5. Declarant's Use of Units. The Declarant is the owner of any unsold unit(s) and has all the rights of a unit owner with respect thereto. As long as any unit remains unsold, the Declarant may use any unsold unit as a model to be displayed to prospective purchasers or as a sales office or management office for business related to the condominium, and the Declarant may erect and maintain signs on the common elements advertising the condominium and/or sale of any unit(s).

Section 4.6. Declarant Control Period. There shall be a Declarant Control Period, during which the Declarant shall appoint the officers and members of the executive board of the unit owners' association and may remove members and appoint others. The officers and members appointed by the Declarant need not be unit owners. The Declarant Control Period shall last until seventy-five percent of the units have been sold to persons other than the Declarant or for seven (7) years from the date of sale of the first unit to a person other than the Declarant, whichever first occurs, but the Declarant may voluntarily end the Declarant Control Period at an earlier time. Within sixty days after the Declarant Control Period has ended, the executive board members shall be elected by the association in accordance with its bylaws.

ARTICLE 5
RESTRICTIONS ON USE, OCCUPANCY, AND ALIENATION

Section 5.1. Use. All of the units not owned by the Declarant shall be used only for single-family, residential purposes. No livestock or animals of any kind shall be kept in or about any unit for any purposes, including, but not limited to, breeding or sale or as pets, except for dogs, cats and other domesticated pets deemed reasonable and acceptable to the executive board. No-explosive, hazardous, or similarly dangerous materials may be kept inside any unit, including specifically, but not limited to, propane gas cylinders or tanks.

Section 5.2. Occupancy. Each unit may be owned by any person or entity but may be occupied only by a single family. As used herein, the phrase "single family" means a group of persons all of whom are related to one another as spouses, parent and child, or siblings, with not more than three persons who are not so related occupying a unit. Any questions as to what constitutes a "single family" shall be settled by the executive board, whose decision may be appealed to the association.

Section 5.3. Alienation. If a unit owner other than. the Declarant or the unit owners' association wishes to sell, lease for a: term of one year or greater, or otherwise convey an interest in the unit owner's unit, then that unit owner must offer it first to the unit owners' association by delivering a written offer to the

executive board, which shall have thirty days from receipt of the written offer to accept or reject it. The written offer must include a copy of the proposed sale contract, lease, or other transfer instrument which the unit owner wishes to accept from another party, Should the unit owners' association reject the offer, the unit owner may not sell, lease, or otherwise convey an interest in the unit owner's unit to any other person or entity for a lesser -price or upon more favorable terms than those offered to the unit owners' association. This section shall not apply to a conveyance from a unit owner to the unit owner's spouse or children or pursuant to laws of testacy or intestacy, or to a person or entity who will hold the unit in trust for the benefit of the unit owner, the unit owner's spouse, or children. Following any conveyance, however, the unit

conveyed shall remain subject to this section. A lease of three months or longer, but less than one year shall not be subject to the above-described review and acceptance of the association, but a copy of the lease shall be required to be filed with the executive board along with the name of the tenant and other pertinent information required by the executive board. No lease shall be for a term of less than three (3) months.

Section 5.4. Rules and Regulations. The executive board shall adopt rules and regulations that shall further regulate the management of the condominium and the conduct of the unit owners and their permitees, invitees, and lessees, which rules and regulations may include limiting the use of and access to the roads or common areas at particular times or during certain weather conditions or other circumstances. In particular, but without limiting the generality of the foregoing, the executive board may regulate parking at the condominium, including the type and number of vehicles which may be parked and the locations where parking is allowed, require a standard form of lease be used when leasing a unit, and regulate the hours and use of the community center, including but not limited to, from time to time, limiting its availability to fewer than all unit owners or establishing a fee for use. The executive committee may restrict access to parts of the Common Elements, as it deems necessary, for the purpose of safety, construction, maintenance and/or repair.

Section 5.5. 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. Such action on the part of the executive board may include entry into any unit where such violation or breach exists without giving rise to any manner of trespass and may include the bringing of any appropriate legal action. The costs of any such termination, reparation, or prevention, including reasonable attorneys' fees, shall be assessed against the unit of the unit owner in violation or breach. The executive board shall impose reasonable fines, up to $ I00 per day, for such violations or breaches.

ARTICLE 6
UNIT OWNERS' ASSOCIATION

Section 6.1. Membership. Tinker Hill Condominium Association shall be organized to govern and operate the condominium. All unit owners shall be members of the unit owners' association, and no one other than a unit owner shall be a member.

Section 6.2. Powers. The unit owners' association shall have all of the powers allowed by the Maine Condominium Act, but it shall not exercise its powers to acquire real property or to cause additional improvements to be made as a part of the common elements or to alter the outward appearance of the condominium buildings, unless unit owners entitled to cast sixty percent (60%) or more of the votes in the unit owners' association agree to such action, nor shall it make or authorize a non-budgeted expenditure of funds unless unit owners entitled to cast sixty percent (60%) or more of the votes in the unit owners' association agree to such action.

Section 6.3. Meetings. The unit owners' association shall meet at least once in each calendar year. A quorum shall be present if unit owners entitled to cast more than thirty percent (3O%) 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 6.4. Executive Board. The executive board shall consist of no less than three (3) nor more than five (5) members, who shall be elected by the unit owners' association in accordance with its bylaws (except as provided in section 4.3 above). The executive board may act on behalf of the unit owners' association in

all instances, subject to the provisions of the Maine Condominium Act and this declaration. The executive board shall not make nor authorize non-budgeted expenditures of funds unless required in cases of emergency.

Section 6.5. Notice. The executive board shall cause notice of matters affecting the condominium to be given to all unit owners by hand delivering, sending prepaid by United States' mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner or sent by electronic means to any other address, including an e-mail address, specifically designated by the unit owner. If a unit is owned by more than one person, then notice given to one of the unit owners shall be sufficient to serve as notice to all 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 fourteen days prior to such meeting or the taking if such action. Such notices shall also be posted on a bulletin board in the association's community center, but any failure in such posting shall not affect the validity of any notice.

Section 6.6. Bylaws. The bylaws of the unit owners' 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 set forth in this Article, 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

in Exhibit B (*not included*).

Section 7.2. Limited Common Elements. Any common expense arising from the maintenance, repair, or replacement of a limited common element and any common expense which benefits fewer than all of the units, even though not arising from a limited common element, shall be assessed exclusively against those units which it benefits, in the same proportion as their allocated percentages of common expense liability bear to each other.

Section 7.3. Misconduct. Any common expense caused by the misconduct of a unit owner or owners shall be assessed by the unit owners' association against the unit owner's unit or the unit owners' units.

ARTICLE 8
AMENDMENT

This declaration may be amended only by complying with the procedures specified by the Maine Condominium Act. Any amendment which requires a vote of the unit owners but does not require unanimous consent, shall fail of passage unless agreed to by the unit owners of units to which sixty percent (60%) or more of the votes in the unit owners' association have been allocated.

ARTICLE 9
EASEMENTS

The condominium is subject to the following easements, and all units are conveyed subject thereto, see attached **Exhibit C** *(not included).*

ARTICLE 10
GENERAL
PROVISIONS

Section 10.1. Definitions. Terms not defined in this declaration shall have the meanings defined in the Maine Condominium Act. The use herein of the term Declarant includes any _ successor declarant or assignee of the Declarant. The term unit owner refers equally to all of the owners of a unit, of whatever number and gender.

Section 10.2. 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 10.3. Precedence. No provision of the bylaws or rules and regulations of the unit owners' association shall conflict or be inconsistent with this declaration. Any such conflicting or inconsistent provision shall be void and of
no effect.

IN WITNESS WHEREOF, the Successor Declarant, The Wright Buzz, LLC has caused this instrument to be executed by Wayne W. Wright, its manager, this 19 of May, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

The Wright Buzz, LLC

By: _____

Wayne W. Wright, Manager

STATE OF MAINE
COUNTY OF Hancock, ss

May 19, 2023

Personally, appeared the above-named Wayne W. Wright, Manager of The Wright Buzz, LLC and acknowledged the foregoing Declaration to be his free act and deed in said capacity and the free act and deed of The Wright Buzz, LLC.

Before me,

Notary Public/Attorney at Law

HEATHER M. PINET
NOTARY PUBLIC
State of Maine
My Commission Expires
September 16, 2029

IN WITNESS WHEREOF, the Successor Declarant, The Wright Buzz, LLC has caused this instrument to be executed by Jefferey Buzzell, its manager, this ____of May, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Dawn H. Bednar
Witness

The Wright Buzz, LLC

By: Jeff Buzzell

Jefferey Buzzell, Manager

STATE OF MAINE
COUNTY OF Hancock, ss

May 19, 2023

Personally, appeared the above-named Jefferey Buzzell, Manager of The Wright Buzz, LLC and acknowledged the foregoing Declaration to be his free act and deed in said capacity and the free act and deed of The Wright Buzz, LLC.

Before me,

Joanne H Avery
Notary Public/ Attorney at Law

JOANNE H AVERY
Notary Public-Maine
My Commission Expires
March 01, 2029

EXHIBIT A

Beginning at an iron pipe found set in the ground on the southerly line of and as conveyed in a deed from Jean A. Snyder and Laura Snyder-Neasz to Jean A. and Frederick W. Snyder, dated June 14, 1994, and recorded in the Hancock County Registry of Deeds in Book 2301, Page 327;

Thence North 69 degrees 17 minutes 23 seconds West by and along the southerly line of land of said Snyder, one hundred fifty-eight and forty hundredths (158.40) feet to an iron pipe found set in the ground;

Thence continuing the same course (North 69 degrees 17 minutes 23 seconds West) by and along remaining land of said Woodbury, one hundred fifty and zero-hundredths (150.00) feet;

Thence North 2 degrees 00 minutes 00 seconds East by and along remaining land of said Woodbury, three hundred six and forty four hundredths (306.44) feet;

Thence North 18 degrees 00 minutes 00 seconds West by and along remaining land of said Woodbury, six hundred fifty-eight and ninety hundredths (658.90) feet;

Thence North 58 degrees 00 minutes 00 seconds West by and along remaining land of said Woodbury, four hundred (400) feet, more or less, to the mean high water line of the Union River;

Thence generally southwesterly by and along the mean high water line, two thousand one hundred sixty nine (2169) feet, more or less, to the northerly line of land as conveyed in a deed from Ella C. Urquhart, Personal Representative of the Estate of Sylvia C. Whitcomb to Kimberly Pede, dated July 20, 1999, and is recorded in said Registry in Book 2852, Page 385;

Thence South 80 degrees 41 minutes 00 seconds East by and along the northerly line of land of said Pede, forty-four (44) feet, more or less, to an iron bolt set in the ground;

Thence continuing the same course (South 80 degrees 41 minutes 00 seconds East) by and along the northerly line of land of said Pede, marked in part by the remains of a stone wall and rail fence, one thousand seventy-seven and fifty-six hundredths (1077.56) feet to an iron bolt set in the ground;

Thence continuing the same course (South 80 degrees 41 minutes 00 seconds East) by and along the northerly line of land of said Pede eight hundred forty-seven and sixty-one hundredths (847.61) feet to an iron bolt set in the ground;

Thence continuing the same course (South 80 degrees 41 minutes 00 seconds East) by and along the northerly line of land of said Pede, thirty-four (34) feet, more or less, to the centerline of the traveled way of the Bayside Road;

Thence generally northerly by and along the centerline of the traveled way of said Bayside Road, six hundred six (606) feet, more or less, to the southerly line of land of said Snyder;

Thence North 69 degrees 17 minutes 23 seconds West by and along the southerly line of land of said Snyder, twenty-seven (27) feet, more or less, to the point of beginning and containing 43 acres, more or less.

Bearing in the above described are oriented to Magnetic North, 1999.

Excepting and reserving from the above described are the rights of the public along the Bayside Road.

Together with the shore and flats contained between the sidelines of the above described, extended to the low water mark of the Union River.

Together with a fifty (50) foot wide utility easement for above ground and below ground utilities, said easement running along the westerly and northerly boundaries of the Snyder lot, extending to the Bayside Road from the above described lot.

This conveyance is made TOGETHER WITH and SUBJECT TO the rights and easements set forth in a deed from Roger M. Woodbury to Tinker Hill, LLC, dated July 15, 2003, and recorded in said Registry of Deeds in Book 3671, Page 204.

EXCEPTING HEREFROM AND HERBY NOT CONVEYING certain lots or parcels of land, situated in Ellsworth, Hancock County, Maine, being generally located westerly of Bayside Road along Tinker Farm Way, being lots 4, 6, 7, 8, 9, 10, and 11, shown on a plan of land entitled "Tinker Hill Subdivision, Bayside Road (Hancock County) Ellsworth, Maine, dated November 3, 2004, and recorded at the Hancock County Registry of Deeds in File No. 33, Page 100, ("original Tinker Hill Subdivision Plan"), with a minor amended plan recorded in File No. 34, Page 25.

TOGETHER WITH AND IN COMMON WITH OTHERS, and subject to, as appropriate, the following:

A. Access/egress and utility services easements appurtenant to each conveyed Lot in accord with the Subdivision Plans and Declaration of Covenant, Conditions, and Restrictions for Tinker Hill Subdivision by Tinker Hill, LLC, as Grantor or Declarant ("Tinker Hill Declaration") dated and effective November 27, 2004, and recorded with the Hancock County Registry of Deeds in Book 4090, Page 3; as affected by First Supplementary Declaration (May 2007) dated May 23, 2007, and recorded in said Registry of Deeds in Book 4772, Page 248, and to each conveyed unit in accord with the Declaration of Condominium for Tinker Hill, a Condominium, date May 23, 2007, and recorded in said Registry of Deeds in Book 4772, Page 254; as affected by Collateral Assignment of Declarant's Rights Tinker Hill, a Condominium to The First N.A., recorded April 26, 2010, in said Registry of Deeds in Book 5404, Page 104.

B. Each conveyed Lot and easements appurtenant are subject to and benefited by the Subdivision Plans referenced above and Tinker Hill Declaration. The use of each conveyed Lot and easements appurtenant is to be consistent with and subject to all the terms, provisions, covenants, conditions, and restrictions set forth in the Tinker Hill Declaration, including use restriction to the in-common traveled way and utility lines.

C. Major amended Plan recorded September 18, 2006, in File No. 35, page 162 and 163 ("September 2006 Tinker Hill Subdivision Plan".

D. Declaration of Covenant, Conditions, and Restrictions for Tinker Hill Subdivision by Tinker Hill, LLC, dated and effective November 27, 2004, and recorded with the Hancock County Registry of Deeds in Book 4090, Page 3; as effected by First Supplementary Declaration (May, 2007) dated May 23, 2007, and recorded in said Registry of Deeds in Book 4772, Page 248.

E. State of Maine Department of Environmental Protection Site Location of Development Act Order dated January 16, 2007, and recorded in said Registry of Deeds in Book 4694, Page 270.

F. State of Maine Department of Environmental Protection Site Location of Development Act Order dated December 15, 2006, and recorded in said Registry of Deeds in Book 4672, Page 213.

G. Department of Army Corps of Engineers Maine Programmatic General Permit dated November 16, 2006, and recorded in said Registry of Deeds in Book 4671, Page 293.

H. Easement to Municipality from Tinker Hill, LLC, to City of Ellsworth, dated July 12, 2006 and recorded in said Registry of Deeds in Book 4546, Page 329.

I. Stormwater Management Declaration and Restrictions dated June 27, 2007 and recorded in said Registry of Deeds in Book 4797, Page 128.

J. Rights and easements granted by Tinker Hill, LLC, to Bangor Hydro-Electric Company dated August 29, 2007, and recorded in said Registry of Deeds in Book 4854, page 220.

K. Rights and easements granted by Tinker Hill, LLC, to Verizon New England Inc. dated September 12, 2007, and recorded in said Registry of Deeds in Book 4857, Page 270.

L. Utility easement to Municipality and Conveyance of Improvements from Tinker Hill, LLC, to City of Ellsworth, dated June 19, 2008, and recorded in said Registry of Deeds in Book 5019, Page 186.

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(15) Ret/ The Wright Buzzell
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04605