EXHIBIT D

DECLARATION OF CAPE ARUNDEL COTTAGE PRESERVE, A CONDOMINIUM

DECLARATION OF CAPE ARUNDEL COTTAGE PRESERVE, A CONDOMINIUM
1976 Portland Road, Arundel, Maine

June 17, 2016

Table of Contents

ARTICLE 1.	SUBMISSION; DEFINED TERMS
Section 1.1	Submission of Property
Section 1.2	Defined Terms
Section 1.3	Name and Address of Condominium and Association
Section 1.4	Notice to Unit Owners
Section 1.5	Notice to Association
Section 1.6	Interpretation
Section 1.7	Successor Declarants
ARTICLE 2.	BUILDINGS ON THE LAND; UNIT BOUNDARIES
Section 2.1	Location and Dimensions of Buildings
Section 2.2	Units
Section 2.3	Unit Boundaries
Section 2.4	Modification of Unit Boundaries
Section 2.5	Subdivision of Units
ARTICLE 3.	COMMON ELEMENTS
Section 3.1	Common Elements
Section 3.2	Limited Common Elements
Section 3.3	Storage Sheds
Section 3.4	Alteration of Common Elements by the Declarant
ARTICLE 4.	EASEMENTS
Section 4.1	Easement to Facilitate Sales and Construction
Section 4.2	Easement for Access and Support
Section 4.3	Easement to Facilitate Discharge of Declarant's Obligations
Section 4.4	Declarant's Right to Grant Easements
Section 4.5	Association's Right to Grant Easements
ARTICLE 5.	AMENDMENT
Section 5.1	Amendments
Section 5.2	Material Amendments
Section 5.3	Certain Amendments
Section 5.4	Notice and Challenge

ARTICLE 6.	RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION
Section 6.1	Seasonal Occupancy Restrictions; Other Related Restrictions
Section 6.2	Compliance With Planning Board Approval; Buffer Areas
Section 6.3	Use and Occupancy Restrictions on Units
Section 6.4	Covenants and Restrictions on Covenant Area
Section 6.5	Interval Ownership Prohibited
Section 6.6	Leasing Restrictions
Section 6.7	Rental Operation
Section 6.8	Animals and Pets
Section 6.9	Rubbish, Trash and Garbage
Section 6.10	Antennas; Clothes Lines; For Sale and For Lease Signs
Section 6.11	Nuisance
Section 6.12	Unsightly or Unkempt Conditions
Section 6.13	Boats, Trailers, Recreational Vehicles, Large Vehicles, Scooters, Skateboards
Section 6.14	Parking and Storage of Automobiles and Golf Carts
Section 6.15	Compliance with Condominium Documents
ARTICLE 7.	SPECIAL DECLARANT RIGHTS; NO OBLIGATIONS
Section 7.1	Special Declarant Rights
Section 7.2	No Obligations
ARTICLE 8.	DEVELOPMENT RIGHTS
Section 8.1	Development Rights Within Development Area
Section 8.2	Location of Units Within On-Site Septic System Disposal Area
Section 8.3	Development Rights Within Addible Land
Section 8.4	Maximum Number of Units
Section 8.5	Development Rights Period
ARTICLE 9.	ASSOCIATION; EXECUTIVE BOARD
Section 9.1	The Association
Section 9.2	Initial Executive Board
Section 9.3	Election by Unit Owners of Executive Board
ARTICLE 10.	MAINTENANCE; INSURANCE; ASSESSMENTS
Section 10.1	Maintenance
Section 10.2	Insurance
Section 10.3	Assessments

Section 10.4 Working Capital Fund
Section 10.5 Optional Escrow of Assessments

ARTICLE 11. EMINENT DOMAIN

Section 11.1 Acquisition of Unit
Section 11.2 Acquisition of Common Elements
Section 11.3 Court Decree
Section 11.4 Priority of Liens

ARTICLE 12. MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

Section 12.1 Right to Mortgage
Section 12.2 Mortgage Foreclosure
Section 12.3 Rights of Eligible Mortgage Holders
Section 12.4 Rights of Mortgage Holders, Insurers and Guarantors
Section 12.5 Condemnation Rights
Section 12.6 Books and Records
Section 12.7 Rights of First Refusal

ARTICLE 13. TERMINATION

ARTICLE 14. MISCELLANEOUS

LIMITED JOINDERS OF MORTGAGEES

SCHEDULE A LEGAL DESCRIPTION OF CONDOMINIUM REAL ESTATE
SCHEDULE B UNIT NUMBERS; COMMON ELEMENT INTEREST; COMMON EXPENSE LIABILITY; VOTE
SCHEDULE C PLAT AND PLANS
SCHEDULE D PLANNING BOARD CONDITIONS OF APPROVAL
SCHEDULE E DEVELOPMENT AREA
SCHEDULE F ADDIBLE LAND

DECLARATION OF CAPE ARUNDEL COTTAGE PRESERVE, A CONDOMINIUM
ARUNDEL, MAINE

ARTICLE 1

SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. ARUNDEL-KENNEBUNKPORT COTTAGE PRESERVE LLC, a Connecticut limited liability company, with an office address of c/o Franklin Enterprises, 1621 State Street, New Haven, Connecticut 06511 (the "Declarant"), owner in fee simple of the land described in Schedule A annexed hereto, located within the Town of Arundel, York County, Maine (the "Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (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 (the "Condominium Act") and hereby creates with respect to the Property a condominium, to be known as "Cape Arundel Cottage Preserve, a Condominium" (the "Condominium"). The Property shall henceforth consist of Units, described in Article 2 hereof and listed on Schedule B annexed hereto, and of common elements, described in Article 3 hereof, and shall be held, sold and conveyed subject to the terms, conditions, covenants, easements and restrictions set forth in this Declaration as amended from time to time (the "Declaration") and in the Condominium Act. The Property is shown on the condominium plat and plans recorded in the York County Registry of Deeds (the "Registry of Deeds") in Plan Book 875, Pages 1 through 18 and identified on Schedule C annexed hereto (the "Plat and Plans").

Section 1.2. Defined Terms. Terms not otherwise defined herein, as the same may be amended from time to time, or in the Plat and Plans, shall have the meanings specified in Section 1601-103 of the Condominium Act. "Condominium Documents" shall mean this Declaration, as it may be amended from time to time, all Schedules attached hereto, the Plat and Plans, Bylaws and any Rules and Regulations of the Association.

Section 1.3. Name and Address of Condominium and Association. The name of the Condominium is "Cape Arundel Cottage Preserve, a Condominium". The address of the Condominium is 1976 Portland Road, Arundel, Maine 04046. The name of the Unit Owners association is Cape Arundel Cottage Preserve Owners Association (the "Association") and its address is 1976 Portland Road, Arundel, Maine 04046, or such other address as may be designated from time to time by the Executive Board of the Association.

Section 1.4. Notice to Unit Owners. Notice of matters affecting the Condominium shall be given to Unit Owners by delivery in hand or by 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. To the extent permitted under the Condominium Act, such notice may also be sent by electronic means to any other address, including an e-mail address, specifically designated by the Unit Owner.

Section 1.5. Notice to Association. Notice of matters affecting the Condominium shall be given to the Association by delivering in hand or by sending prepaid United States mail to the principal office of the managing agent, or if there shall be no managing agent, then to the mailing address of the Secretary of the Association. To the extent permitted under the Condominium Act, such notice may also be sent by electronic means to any other address, including an e-mail address, specifically designated by the Association and/or the managing agent, if any.

Section 1.6. Interpretation. In the event of any conflict or discrepancy between this Declaration and the Plat and Plans, this Declaration shall govern.

Section 1.7. Successor Declarants. For the purposes of this Declaration or of the Condominium Act, and subject to the rights of mortgagees under the Condominium Act, a conveyance of one or more Units to a successor to any special declarant rights (see Section 1603-104 of the Condominium Act) shall not be considered a sale to a person other than a Declarant.

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location and dimensions of each building now constructed or that may be constructed on the Land, other than Units yet to be declared pursuant to the exercise of Development Rights set forth in Article 8 of this Declaration, are depicted on the Plat and Plans recorded with this Declaration and being Schedule C hereto. All Units created under this Declaration shall be constructed within the "Unit Areas" depicted on the approved subdivision plan for the Condominium entitled "Arundel Seasonal Cottage Resort, Arundel, Maine, Subdivision Plan" consisting of six (6) sheets, signed by the Arundel Planning Board on October 14, 2010, and recorded in the York County Registry of Deeds in Plan Book 347, Pages 3 through 8, as supplemented by plan entitled "Supplemental Subdivision Plan, Cape Arundel Cottage Preserve (F.K.A. Arundel Seasonal Cottage Resort), Route 1, Arundel, Maine" prepared by Lower Village Survey Co., dated June 12, 2015, approved by the Town of Arundel Planning Board, and recorded in said Registry of Deeds in Plan Book 377 Page 45 (collectively, the "Subdivision Plan"), as said Subdivision Plan may be further amended and approved by the Arundel Planning Board, and on the Plat and Plans, as said Plat and Plans may be amended, as said Unit Areas may be relocated within the Condominium as permitted pursuant to the "Planning Board Approval Notes" set forth on said Subdivision Plan, as it may be hereafter amended.

Section 2.2. Units. This Declaration initially creates three (3) Units on the Land out of a maximum of three hundred and eighty (380) Units that may be created on the Land and on land that may be subsequently added to the Condominium pursuant to the exercise of Development Rights set forth in Article 8 of this Declaration. The location of the Units created herein and their dimensions are shown on the Plat and Plans. Attached as Schedule B hereto is a list of the three (3) created or declared Units, their identifying numbers, Common Element Interest, Common Expense Liability and Vote (the "Allocated Interests") appurtenant to such Units. The dimensions of such Units are shown on the Plat and Plans recorded with this Declaration and being Schedule C hereto. Additional Units may be created pursuant to the exercise of Development Rights set forth in Article 8 of this Declaration. All Units, whether created hereby or added by exercise of Development Rights set forth in Article 8 of this Declaration, shall be allocated an equal interest in the common elements and common expenses upon creation. Said interest in the common elements and common expenses shall be stated as a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units which have been created in the Condominium. Each Unit shall be allocated one (1) vote in the affairs of the Association.

Section 2.3. Unit Boundaries. The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Units shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The planes formed by the lower surfaces of the rafters or truss elements directly supporting the roof sheathing of the Unit.

(2) Lower Boundary: The horizontal plane of the top surface of the concrete slab, of the Unit or, in the case of Units built on concrete piers, the upper surface of the subflooring constructed on said piers.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Units shall be the vertical planes formed by the interior surfaces of the studs located in perimeter walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, the Unit to include the drywall and finish wall material. Boundary lines shall also be the interior surface of doors, windows, screens and storm windows, and their frames, sills and thresholds.

Section 2.4. Modification of Unit Boundaries. Notwithstanding the foregoing description of Unit boundaries or any other provisions of this Declaration, the Declarant reserves the right to modify the boundaries of any future Units created pursuant to the exercise of Development Rights set forth in Article 8 of this Declaration, which modified

boundaries, together with any corresponding revisions to other provisions of this Declaration necessitated by such modified boundaries, shall be described in an amendment to the Declaration creating such future Units.

Section 2.5. Subdivision of Units. Subdivision of Units is not permitted.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Common Elements. Except as may be otherwise provided herein, he common elements shall consist of all of the Property except the individual Units, and shall include the land, roads, paths, buildings such as, for example and not by way of limitation, any recreational facilities, maintenance facilities, caretaker's residence and gatehouse, foundations, roofs, outside walls, pipes, ducts, electrical wiring and conduits, utility lines and appurtenances, any on-site sewer facility, floors and ceilings (other than the portions thereof which are described as part of the Units), perimeter walls of Units (other than the portions thereof which are described as part of the Units); structural parts of the buildings, including structural columns, girders, beams and supports; easements; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, and normally in common use as defined in the Condominium Act, except such parts of the Property or any rights and easements therein as may be specifically excepted or reserved herein or in Schedule A attached hereto or otherwise transferred to third parties such as, by way of example, any portion of the utility systems or communications systems which may be transferred to the Town of Arundel or any utility or communications company. Each Unit Owner shall have the right to use the common elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such rights shall extend to the Unit Owners and the members of the immediate family, guests and other authorized occupants, licensees, and visitors of the Unit Owner. The use of the common elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Bylaws and Rules and Regulations of the Association, as they may hereafter be amended from time to time.

Section 3.2. Limited Common Elements. Limited common elements are those portions of the common elements allocated for the exclusive use of one or more designated Units. Unless provided otherwise herein, the limited common elements shall include those portions of the common elements defined as such in Section 1602-102, paragraphs 2 and 4, of the Condominium Act. A shutter, awning, window box, doorstep, stoop, bulkhead, balcony, screened and unscreened porch, deck or patio, if any, adjacent to a Unit is a limited common element appurtenant to that Unit except as otherwise provided herein. The limited common elements shall also include any designated parking spaces or driveways for each Unit as shown on the Plat and Plans.

Section 3.3. Storage Sheds. Subject to prior approval by the Town of Arundel Planning Board, Unit Owners shall have the right to place one (1) storage shed of a design, size and appearance and in such location adjacent to a Unit Owner's Unit as shall be approved in writing by the Association consistent with said Planning Board approval to the extent there exists sufficient area adjacent to a Unit to accommodate such a shed in the reasonable determination of the Association. A Unit Owner desiring such a storage shed shall submit documentation to the Association depicting the design, size and appearance of the shed and the location adjacent to their Unit where the Unit Owner proposes to locate the shed. Such storage sheds shall be of a design and appearance consistent with the Unit Owner's Unit and shall not exceed a width of ten (10) feet, a depth of ten (10) feet, and a height of fourteen (14) feet. Notwithstanding Sections 3.1 and 3.2 above, such storage sheds shall remain the personal property of the Unit Owner and shall not be deemed part of the common or limited elements and will not be covered by the Association's insurance policy. All maintenance and repair of such storage sheds including, but not limited to, painting thereof, shall be the responsibility of the Unit Owner and not that of the Association. Such storage sheds shall be kept in good condition and repair and the use thereof shall otherwise be subject to the terms and conditions of this Declaration and all Rules and Regulations of the Association with respect thereto.

Section 3.4. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 4

EASEMENTS

In addition to the easements provided in the Condominium Act and those rights and easements described or referred to in Schedule A hereto, including any such rights and easements excepted and reserved for the benefit of the Declarant or others therein, the following easements are hereby created, granted and reserved:

Section 4.1. Easement to Facilitate Sales and Construction.

(a) The Property shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices or to otherwise to erect and use other buildings within the condominium for such purposes. The Declarant reserves the right to relocate the same from time to time within

the Property; upon relocation, the furnishings thereof may be removed, and to remove any such buildings from the Condominium. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

(b) The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that Declarant shall be responsible for the cost of service so used, and to use the common elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and common elements. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

Section 4.2. Easement for Access and Support.

(a) The Declarant reserves in favor of the Declarant and the managing agent and/or any other person authorized by the Executive Board the right of access to any Unit as provided in Section 1603-107(a) of the Condominium Act. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period such entry shall be permitted to perform warranty-related work whether or not the Unit Owner consents or is present at the time. Declarant, its agents, officers, servants, and its successors and assigns, shall have the reasonable right of access to all common elements as long as it or they may own Units or shall have obligations or rights with respect to such common elements. The Association or its authorized representatives shall have the irrevocable right, to be exercised by the Manager or Executive Board, to have access to each Unit from time to time during reasonable hours and upon reasonable notice as may be necessary for the maintenance, repair or replacement of any of the common elements therein, or at any time as may be reasonable for making emergency repairs therein necessary to prevent damage to the common elements or to other Units.

(b) Each Unit and common element shall have an easement for lateral and subjacent support from every other Unit and common element, and shall have an easement for encroachments as provided in Section 1602-114 of the Condominium Act.

Section 4.3. Easement to Facilitate Discharge of Declarant's Obligations. Pursuant to Section 1602-116 of the Condominium Act, the Declarant shall have an easement through the common elements as may be reasonably necessary for the purpose

of discharging Declarant's obligations or exercising Special Declarant Rights, whether arising under the Condominium Act or reserved in this Declaration.

Section 4.4. Declarant's Right to Grant Easements. The Declarant shall have the right, until all Units which may be created hereunder have been conveyed to Unit Owners other than Declarant, to grant and reserve easements and rights-of-way through, under, over and across the Property for the purpose of completing the construction of the Condominium, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, cable television and other utilities benefiting the Condominium. Said right to grant easements shall include the right to grant easements to the owners of property abutting the Condominium for the purpose of connecting with any water line, sewer line, gas line, electric line, telephone, cable television line or other utility lines or communications lines that may be located within the Condominium.

Section 4.5. Association's Right to Grant Easements. Without limiting the rights of the Association as provided in the Bylaws and the Condominium Act, the Association shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes necessary for the proper operation of the Condominium.

ARTICLE 5

AMENDMENT

Section 5.1. Amendments. Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, of the Condominium Act and except in cases, where permitted, of amendments to this Declaration by certain Unit Owners, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b), Termination of Condominium, of the Condominium Act, and except in cases of amendments to the Declaration that may be executed by the Declarant under Section 1602-109(f), Plats and Plans, or under Section 1602-110, Exercise of Development Rights, of the Condominium Act, and subject to the other provisions of this Declaration and of the Condominium Act, this Declaration, and the Plat and Plans may be amended as follows:

a. Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall in any manner which the Declarant may deem appropriate have the right to amend and re-amend this Declaration.

b. After First Conveyance. After the first conveyance of a Unit by a Declarant and except as provided herein, the Declaration may be amended, following notice to all Unit Owners, by either the vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 5.2. Material Amendments. Approval of amendments of a material nature must be obtained from Eligible Mortgage Holders after due notice pursuant to Article 12 of this Declaration.

Section 5.3. Certain Amendments. Notwithstanding the foregoing provisions of this Article, except as otherwise permitted by the Condominium Act and provided in this Declaration, no amendment may increase the number of Units or change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the uses to which any Unit is restricted without the unanimous consent of the Unit Owners. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant, or its successors or assigns shall join in the execution of such amendment.

Section 5.4. Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one (1) year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all known mortgage holders at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

ARTICLE 6

RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION

Section 6.1. Seasonal Occupancy Restrictions; Other Related Restrictions. The Condominium has been approved by the Town of Arundel Planning Board as a "Seasonal Resort" and the Units therein are deemed "Seasonal Cottages," reference being made to the definitions of Seasonal Resort and Seasonal Cottages set forth in Section 2.2 of the Town of Arundel Land Use Ordinance, amended as of June 10, 2015 (the "Ordinance"). Units in the Condominium may not contain more than two (2) bedrooms per the Ordinance. Pursuant to the conditions and limitations relating to occupancy of Seasonal Cottages in Seasonal Resorts under the Ordinance, the Units within the Condominium may be occupied only between May 1 and December 31. No Unit or other building within the Condominium may be occupied between January 1 and April 30 (the "Restricted Occupancy Period"). Provided, however, that such occupancy limitation shall not apply to any on-site project manager and/or caretaker, and their immediate family

members, hired by the Declarant and/or the Association to oversee management, maintenance, security and other matters relating to the operation of the Condominium. The Declarant, Unit Owners and the Association shall abide by all regulations and performance standards specified in Section 8.17 of the Ordinance, as it may be amended from time to time, to the extent applicable to the Condominium.

Section 6.2. Compliance With Planning Board Approval; Buffer Areas. The Declarant, Unit Owners and the Association, as the case may be, shall abide by the Planning Board Conditions of Approval dated April 8, 2010, and the Extensions thereof dated March 22, 2012 and March 13, 2014, copies of which are attached as Schedule D, and all subsequent approvals and amendments made by the Arundel Planning Board applicable to the Condominium, and all Planning Board and General Notes and other matters set forth on the Subdivision Plan. In particular, as required by the Planning Board, all buffer areas designated on the Subdivision Plan shall not be thinned or cut, except for hazard trees that are in imminent danger of falling on a residential property, without prior approval of the Planning Board. Such removed hazard trees shall be replaced with a five (5) foot tall conifer to maintain the integrity of the required buffer. Species selection shall be any of the following species based on sunlight availability and soil conditions: Pinus strobus, Pinus nigra, Abies balsamea var. phanerolepis, Picea rubens, or Tsuga canadensis.

Section 6.3. Use and Occupancy Restrictions on Units. The Declarant shall own in fee simple each Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the Units owned or leased by the Declarant. Each Unit is intended to serve as a self-contained living Unit and shall be subject to the Rules and Regulations and Bylaws of the Association. No Unit shall be used for other than single-family, residential purposes for the Unit Owner, and the Unit Owner's relatives, guests or tenants.

Section 6.4. Covenants and Restrictions on Covenant Area. Portions of the Condominium (the "Covenant Area") are subject to certain covenants and restrictions required by the Maine Department of Environmental Protection as set forth in a Declaration of Covenants and Restrictions by the Declarant dated October 5, 2015, and recorded in the York County Registry of Deeds in Book 17112, Page 311. The Declarant, Unit Owners and the Association shall abide by said covenants and restrictions in connection with any activities undertaken within the Covenant Area.

Section 6.5. Interval Ownership Prohibited. No ownership interest in any Unit in the Condominium shall or may be subdivided to permit "time sharing" or other devices to effect interval ownership. For purposes of this paragraph, "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships, limited liability companies or tenancies in common, in

which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same condominium Unit and such owners have a formal or informal right-to-use agreement.

Section 6.6. Leasing Restrictions. No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than one (1) week and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on written form of lease: (a) requiring the lessee to comply with the Condominium Documents; (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that, in the event of such a default by the lessee in the performance of the lease, the Executive Board has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after not less than forty-eight (48) hours prior written notice to the Unit Owner. The Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit, and thereafter no Unit Owner shall execute a lease of any Unit which lease is not in compliance with such resolution. Each Unit Owner shall, promptly following the execution of such a lease of a Unit, forward a conformed copy thereof to the Executive Board.

Section 6.7. Rental Operation. The Declarant shall have the right to operate any Units owned or leased by the Declarant as a rental project. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. Such operations shall be for the benefit of the Declarant and neither the Association nor any Unit Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

Section 6.8. Animals and Pets. No animals other than common household pets shall be allowed within the Condominium. A Unit Owner who keeps a pet within the Condominium shall be liable to the Association for any damage to the common elements caused by such pet. No dog shall be permitted on the common elements unless the dog is on a leash. No dog shall be left unattended on the common elements even if leashed or tied. All pets shall be properly controlled and restrained so as not to constitute annoyance to other residents. A Unit Owner shall be responsible for immediate clean up and removal of any excrement deposited anywhere on the common elements by any pet of the Unit Owner, or the Owner's relatives, guests or tenants.

Section 6.9. Rubbish, Trash and Garbage. Unit Owners shall cause all rubbish, trash and garbage to be regularly removed from the Units and shall not allow it to accumulate therein. There shall be no burning or disposal of trash within the common elements. No trash shall be stored or disposed of on the exterior of any Unit or on the common elements unless such area is designated for such purpose by the Executive Board. Except as may be required by the Town of Arundel or other trash collector, or as

may be otherwise required by the Association, trash shall be placed in plastic bags approved by the Association for pick-up by the Town of Arundel or other trash collector and shall be placed outside at the end of Unit driveways or at the front of the Units on the shoulder of the adjacent road, or at such other areas as may be designated by the Association, no earlier than 7:00 a.m. the day of the scheduled pick-up, and must be brought back indoors by the end of the day of pick-up. Between pick-ups, all rubbish, trash and garbage shall be stored in covered receptacles made of plastic, metal or masonry materials. The Executive Board may designate specific containers for trash storage and, if it does so, Unit Owners must use the specified container.

Section 6.10. Antennas; Clothes Lines; For Sale and For Rent Signs. No exterior television or radio antennas or satellite dish of any kind shall be placed, allowed or maintained upon any portion of the Condominium without the prior written consent of the Executive Board. No exterior clothes lines of any kind shall be permitted anywhere within the Condominium. No for sale signs of for rent signs shall be permitted within the Condominium provided, however, that this restriction shall not apply to the Declarant in connection with the Declarant's selling or leasing of Units owned or leased by the Declarant.

Section 6.11. Nuisance. It shall be the responsibility of each Unit Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his Unit or its associated limited common elements. No substance, thing, or material may be kept in a manner that will cause any noise, light or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

Section 6.12. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken within any portion of the Condominium visible from the common elements. Each Unit Owner shall keep his Unit in a good state of cleanliness and shall not sweep or throw or permit to be swept or thrown from any Unit, or from the doors or windows thereof, any dirt or other substance. No article shall be hung or shaken from the doors or windows of any Unit. Personal property of Unit Owners shall be stored within storage sheds approved by the Association pursuant to Section 3.3 hereof or within the Units during the Restricted Occupancy Period. Otherwise, except as may be otherwise provided herein or in the Rules and Regulations of the Association, such personal property shall be removed from the Condominium during such period.

Section 6.13. Boats, Trailers, Recreational Vehicles, Large Vehicles, Scooters, Skateboards. Only passenger vehicles and trucks with a gross vehicle weight of less than eight thousand (8,000) pounds may be kept or stored within the Condominium, and such

vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used within the Condominium, except within the driveways, parking areas and on the roads as shown on the Plat and Plans. No inoperable vehicles, or any boats other than kayaks, canoes and the like, and no recreational vehicles, snowmobiles, motorized scooters or motorized skateboards, all terrain vehicles or other vehicles or recreational equipment, trailers, or similar items may be kept, parked or operated within the Condominium, except for golf carts. Motor vehicles may be parked only in the driveway adjacent to each Unit designated as a Limited Common Element to such Unit, in the common parking areas as shown on the Plats and Plans and in those portions of the Common Elements as may be designated for parking from time to time by the Executive Board. No parking of vehicles is permitted in any turnaround areas or in in any areas designated for use by or parking of golf carts only. No unattended vehicle shall be left in such a manner as to impede the passage of traffic or to impair access to a driveway or parking area. Golf carts may be operated within the Condominium, subject to such Rules and Regulations relating to type of carts, speed limits, noise, hours of operation and such other factors as may be adopted by the Executive Board. Golf carts shall be electric powered and shall be parked only in spaces allocated for them. No person shall operate a golf cart within the Condominium unless they shall have a valid motor vehicle operator's license issued a U.S. State. The Declarant recommends that all golf cart owners purchase a separate liability and collision insurance policy for their golf cart. All golf carts are to be registered with the Association and accompanied by information regarding the owner's insurance coverage.

Section 6.14. Parking and Storage of Automobiles and Golf Carts. Automobiles and golf carts of Unit Owners shall be parked in the driveways serving the Units or other designated parking areas only within the Condominium. No automobiles of Unit Owners shall be permitted to remain within the Condominium during the Restricted Occupancy Period. Golf carts of Unit Owners shall be permitted to remain within the Condominium during the Restricted Occupancy Period provided they are stored adjacent to, but not within, the driveways serving the Units, or at other areas within the Condominium as may be designated by the Association.

Section 6.15. Compliance with Condominium Documents. Each Unit Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto, and with the covenants, conditions and restrictions set forth or incorporated by reference in this Declaration or in the deed to his Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Manager or Executive Board on behalf of the Association or in a proper case by an aggrieved Unit Owner. In addition, the Manager or Executive Board may enforce such compliance by such other reasonable methods and procedures as may be adopted from time to time as set forth in the Rules and Regulations, provided, however, that no summary abatement or similar procedures may be utilized through non-judicial means to alter or abolish any items of construction. No Unit Owner shall do any work which may

jeopardize the soundness or safety of the property, reduce the value thereof, increase the rate of insurance thereof, or impair any easement, rights, appurtenances or other hereditament consisting of common elements, without the unanimous consent of all the other Unit Owners.

The provisions of this Declaration and the Bylaws and the rights and obligations established hereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Condominium Act as amended, replaced or revised, and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording of or by the acceptance of a deed or other document of conveyance, which deed or document transfers a Unit or any interest therein, the grantee, his heirs, successors or assigns, shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Bylaws and any Rules and Regulations of the Association.

ARTICLE 7

SPECIAL DECLARANT RIGHTS; NO OBLIGATIONS

Section 7.1. Special Declarant Rights. Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Condominium Act and in this Declaration, and shall include without limitation the following rights: (a) to complete improvements indicated on the Plat and Plans filed with the Declaration; (b) to exercise development rights; (c) to maintain sales offices, management offices, customer service offices, signs advertising the Condominium and models; (d) to use easements through the common elements for the purpose of making improvements within the Condominium or any real estate which may be added to the Condominium; and (e) to appoint or remove any officer of the Association or any Member of the Executive Board or to approve any acts of the Association or the Executive Board during the period of Declarant control.

Except as otherwise provided herein, these rights may be exercised by the Declarant until such time as the Declarant has conveyed all Units which may be created hereunder to Unit Owners other than the Declarant.

Section 7.2. No Obligations. Nothing contained in the Condominium Documents 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 required by the Condominium Act.

ARTICLE 8

DEVELOPMENT RIGHTS

Section 8.1. Development Rights Within Development Area. The Declarant reserves the right to create up to two hundred and twenty (220) additional Units in addition to the three (3) Units created by this Declaration, on the land within the area described in Schedule E hereto (the "Development Area"), up to a maximum of two hundred twenty-three (223) Units, being the total number of Units that have been approved by the Arundel Planning Board within the Development Area and hereinafter referred to as the "Approved Units", and to create limited common elements appurtenant to the additional Units so created similar in type and size to the limited common elements created by this Declaration as to any previously declared Units. Such two hundred and twenty (220) additional Units which may be created by the Declarant pursuant to the development rights reserved herein shall be constructed within the "Unit Areas" depicted on the Subdivision Plan and on the Plat and Plans, as said Unit Areas may be relocated within the Condominium as permitted pursuant to the "Planning Board Approval Notes" set forth on said Subdivision Plan, as said Subdivision Plan may be subsequently amended. Furthermore, the Declarant reserves the right to create an additional thirty-seven (37) Units within the Development Area beyond the two hundred twenty-three (223) Approved Units referred to above, and to create limited common elements appurtenant to the additional Units so created similar in type and size to the limited common elements created by this Declaration as to any previously declared Units, subject, however, to the receipt of all required additional approvals with respect thereto, which Units shall be located in such areas as shall be permitted by such approvals, thereby bringing the total number of Units that the Declarant has reserved the right to create within the Development Area to two hundred and sixty (260). Such additional Units may include the conversion of the Declarant's sales office and/or the caretaker's residence to Units. The Declarant also reserves the right to create in the Development Area such additional common elements as it in its sole discretion deems useful to and in accordance with the design of the Condominium as a whole.

Section 8.2. Location of Units Within On-Site Septic System Disposal Area. In the event that the Declarant should choose to connect the Condominium to a future public sanitary sewer system, additional Units and related limited common elements that the Declarant has reserved the right to create within the Development Area as provided in Section 8.1 above may be located within the existing on-site septic system disposal area subject, however, to the receipt of all required additional approvals with respect thereto, provided, however, that the Declarant shall be responsible for all costs and expenses including, but not limited to, any sewer system hook-up fees required to be paid by the public entity operating said system, with respect to all existing Units within the Condominium.

Section 8.3. Development Rights Within Addible Land. The Declarant further reserves the right to add all or any portion of the property labeled "Addible Land" on the Plat and Plans and described in Schedule F hereto (the "Addible Land") to the Condominium and to create up to thirty-six (36) Units within the Addible Land thereon, being the total number of Units that have been approved by the Arundel Planning Board within the Addible Land and hereinafter referred to as the "Additional Approved Units", and to create limited common elements appurtenant to the Additional Approved Units so created similar in type and size to the limited common elements created by this Declaration as to any previously declared Units. Such thirty-six (36) Additional Approved Units which may be created by the Declarant within the Addible Land pursuant to the development rights reserved herein shall be constructed within the "Unit Areas" depicted on the Subdivision Plan and on the Plat and Plans, as said Unit Areas may be relocated within the Condominium as permitted pursuant to the "Planning Board Approval Notes" set forth on said Subdivision Plan, as said Subdivision Plan may be subsequently amended. Furthermore, the Declarant reserves the right to create an additional eighty-four (84) Units within the Addible Land beyond the thirty-six (36) Additional Approved Units referred to above, and to create limited common elements appurtenant to the additional Units so created similar in type and size to the limited common elements created by this Declaration as to any previously declared Units, subject, however, to the receipt of all required additional approvals with respect thereto, which Units shall be located in such areas as shall be permitted by such approvals, thereby bringing the total number of Units that the Declarant has reserved the right to create within the Addible Land to one hundred twenty (120). The Declarant also reserves the right to create in the Addible Land such additional common elements as it in its sole discretion deems useful to and in accordance with the design of the Condominium as a whole.

Section 8.4. Maximum Number of Units. The maximum number of Units that the Declarant has reserved the right to create on the Property and the Addible Land pursuant to the exercise of the development rights set forth in this Article 8, is three hundred and eighty (380).

Section 8.5. Development Rights Period. The reserved development rights described in this Article 8 must be exercised, if at all, within twenty (20) years from the date on which this Declaration is recorded. Each of the development rights reserved herein may be exercised as to different portions of the Property and the Addible Land, and at different times, and no assurances are made by the Declarant as to the order in which the development rights will be exercised as to those portions. The exercise of any development right as to any portion of the Property or the Addible Land subject to that right does not obligate the Declarant to exercise that right in all or any other portion of the remainder of the Property or the Addible Land. The exercise of any of the foregoing development rights shall be evidenced by the recordation of an amendment to this Declaration in accordance with Section 1602-110 of the Condominium Act. The

reallocation of common element, common expense liability and voting rights shall be in accordance with the formulas set forth in Section 2.2. The amendment will become effective upon its recordation in the Registry of Deeds. Additionally, any improvements created pursuant to such amendment shall be consistent with existing improvements in terms of quality of construction.

ARTICLE 9

ASSOCIATION; EXECUTIVE BOARD

Section 9.1. The Association. The Association is the governing body of the Condominium and shall have all of the powers set forth in the Condominium Act, except as otherwise stated in this Declaration; and shall be subject to the provisions of the Condominium Act, this Declaration and the Bylaws, as amended from time to time. The members shall consist of all Unit Owners of the Condominium in accordance with the above provisions.

Section 9.2. Initial Executive Board. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Executive Board shall have the power to act on behalf of the Association. The initial Board shall consist of three (3) members (the "Members"). The Members of the initial Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed Board Members shall be replaced with Members elected by the Unit Owners, in accordance with the provisions of Section 9.3.

Section 9.3. Election by Unit Owners of Executive Board. No later than the earlier of (i) sixty (60) days after the conveyance of 75% of the Units (including Units which may be created pursuant to development rights reserved in Article 8 herein) to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, the Unit Owners shall elect an Executive Board initially composed of five (5) persons each of whom shall be Unit Owners or spouses of Unit Owners or, in the case of a Unit Owner which is a corporation, partnership, limited liability company, trust or estate, a designated officer, partner, member or manager, trustee or beneficiary thereof or other designated agent. The Board Members so elected shall serve until the first regular election of the Board held at the first annual meeting of the Association held in accordance with the Bylaws.

ARTICLE 10

MAINTENANCE; INSURANCE; ASSESSMENTS

Section 10.1. Maintenance. Generally, the maintenance, repair and replacement of the Units and common elements shall be allocated between the Unit Owners and the

Association in accordance with Section 1603-107(a) of the Condominium Act, subject to the following provisions:

(a) Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements to his own Unit. All maintenance and repairs to any water heaters, bathroom and kitchen fixtures and appliances, window glass, doors, screens and installations of the Unit, if any, including without limitation carpeting, finish flooring, utility lines, light, power, sewage, telephones, and all other accessories considered a part of the Unit area, shall be maintained at the owner's expense. Every Unit Owner must, at his own expense, maintain heat at sufficient levels to protect the common elements (sprinkler, water pipes, etc.) from damage. Every Unit Owner shall perform promptly all maintenance and repair work on his Unit which if omitted would affect the Condominium in its entirety, the common elements, or other Unit(s), and he shall be expressly responsible for any damages or liabilities resulting from his failure to do so. If any Unit Owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or Manager shall have the right but not the obligation to enter the Unit and perform such maintenance or repair in the name of the Unit Owner; the Association, after notice to the Unit Owner and opportunity to be heard before the Executive Board, shall be entitled to assess the expense thereof as a service charge due in full at the time of the next regular monthly payment.

(b) Limited Common Elements. The Association shall furnish and be responsible for all the maintenance, repairs and replacements to the limited common elements; provided, however, that the Unit Owner of any Unit having a limited common element deck, balcony, patio, screened-in or unscreened porch or driveway shall perform all normal maintenance and repair (other than regularly scheduled lawn mowing and related grounds landscaping and maintenance which will be the responsibility of the Association), including maintaining and repairing any screens and windows and keeping such limited common elements free and clear of snow and ice and in a neat and clean appearance and condition. The Association may assess expenses for maintaining limited common elements exclusively against the Unit or Units benefited (limited common expense), provided that structural repairs and replacements shall be treated as common expenses.

(c) Common Elements. The Association shall furnish and be responsible for all the maintenance, repairs and replacement of all common elements, except as provided above. Such maintenance shall be provided at the direction of the Manager or Executive Board, and shall be a common expense. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his negligence, misuse or neglect.

(d) No Obstruction of Drainage and Other Infrastructure. Whether undertaken by Unit Owners or the Association, any work to maintain, repair or replace

Units or common elements shall be undertaken in such a manner so as to avoid obstruction of any surface water drainage areas and other approved infrastructure, including other drainage facilities, water, sewer and any other underground utility lines and facilities.

Section 10.2. Insurance. The Association, through its Executive Board, shall obtain and maintain as a common expense such master policies of insurance for the Condominium as are required by the Bylaws.

Section 10.3. Assessments. Each Unit Owner shall pay to the Association, or its authorized representative, monthly, or as otherwise required by the Association, his proportionate share, as assessed by the Executive Board, of the expenses of maintenance, repair, replacement, insurance, administration and operation of the common elements and of any reserves for operation, maintenance or replacement established by the Executive Board. Such proportionate share shall be equivalent to the Common Expense Liability as set forth in Schedule B attached hereto, except that common expenses which, in the judgment of the Executive Board of the Association, benefit fewer than all of the Units may be assessed exclusively against the benefited Units. Payment thereof shall be in such amount and at such times as may be provided by the Bylaws or the Rules and Regulations of the Association and shall be subject to annual review. In the event of the failure of a Unit Owner to pay such assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided in Section 1603-116 of the Condominium Act. The obligation to pay any amounts required by the provisions hereof shall commence no later than sixty (60) days after the sale of the first Unit.

Section 10.4. Working Capital Fund. The Declarant shall establish a working capital fund for the Association equal to a minimum of three (3) months estimated Common Expense Liability for each Unit. Each Unit's share of the working capital fund shall be collected from the Unit purchaser upon the initial transfer of title from the Declarant to the purchaser and shall be transferred to the Association for deposit into a separate working capital account. The amount paid by the Unit purchaser shall not be considered as advance payment of the normal Common Expense Liability and no Unit owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise. Upon transfer of control of the Association to the Unit owners pursuant to Section 9.3 hereof, the Declarant shall pay each unsold Unit's share of the working capital fund to the Association. When any such unsold Unit is sold, the Declarant shall be entitled to reimbursement for the Unit's prepaid share. The working capital fund shall not be used for any purpose until after such transfer of control.

Section 10.5. Optional Escrow of Assessments. The Association may also require that a purchaser of a Unit make payments into an optional escrow account established and maintained by the Association pursuant to, and in accordance with the terms and

provisions of, Section 1603-115-A of the Condominium Act, as it may be amended from time to time.

ARTICLE 11

EMINENT DOMAIN

Section 11.1. Acquisition of Unit.

(a) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for his Unit and its interest in the common elements, whether or not any common elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall be thereafter a common element.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the common elements whether or not any common elements are acquired. Upon acquisition: (l) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit; and (2) the portion of the allocated interests, votes, and common expense liability divested from the partially acquired Unit, if any, are automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating, if appropriate, in the reallocation on the basis of its reduced allocated interests.

Section 11.2. Acquisition of Common Elements. If part of the common elements is acquired by eminent domain, the Association, through its Executive Board, shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements as their attorney in fact, and the portion of the award attributable to the common elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the Units to which that limited common element was allocated at the time of acquisition. Each Unit Owner shall be deemed to have delegated to the Executive Board his right to negotiate or settle with any entity seizing any of the common elements by eminent domain.

Section 11.3. Court Decree. The court decree shall be recorded in the Registry of Deeds.

Section 11.4. Priority of Liens. Notwithstanding anything to the contrary in this Declaration, the Bylaws or the Rules and Regulations of the Association, lien holders on any Unit, common element, or limited common element shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE 12

MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

Section 12.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Common Element Interest, Common Expense Liability and voting rights (the "Allocated Interests") appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Condominium Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the common elements or any part thereof except his own Unit and his own respective Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his mortgagee(s) and shall file a conformed copy of the note and mortgage with the Board.

Section 12.2. Mortgage Foreclosure. Any mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for common expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the mortgagee, other than the proportionate share of the common expenses which become due and payable from and after the date on which the mortgagee shall acquire title to the Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 12.3. Rights of Eligible Mortgage Holders.

(a) Pursuant to the requirements of Section 1602-119 of the Condominium Act, the Association shall send reasonable prior written notice by prepaid United States mail or, to the extent permitted under the Condominium Act, by electronic means to any other address, including an e-mail address, provided by an Eligible Mortgage Holder, to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

(1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

(2) A change in the allocated interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;

(3) The merger or consolidation of the Condominium with another condominium;

(4) The conveyance or subjection to a security interest of any portion of the common elements;

(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113, Subsection (a) of the Condominium Act, for purposes other than the repair or restoration of the damaged property;

(6) The adoption of any proposed budget by the Executive Board under Section 1603-113, Subsection (c) of the Condominium Act, and of the date of the scheduled Unit Owners meeting to consider ratification thereof; a summary of the proposed budget shall accompany this notice; and

(7) 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.

An "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed action if sent at the time notice thereof is given to the Unit Owners.

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, 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 in subsection (a), paragraph (7) hereinabove, the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

(c) 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 (a), paragraphs (1) through (6) hereinabove.

(d) Approval of amendments of a material nature to the Condominium Documents must be obtained from Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered as material:

(1) voting rights;

(2) assessments, assessment liens or the priority of assessment liens;

(3) reserves for maintenance, repair and replacement of common elements;

(4) responsibility for maintenance and repairs;

(5) reallocation of interests in the common elements or limited common elements, or rights to their use, except pursuant to the exercise of development rights by the Declarant;

(6) redefinition of any Unit boundaries, except pursuant to the exercise of development rights by the Declarant;

(7) convertibility of Units into common elements or common elements into Units, except pursuant to the exercise of development rights by the Declarant;

(8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium, except pursuant to the exercise of development rights by the Declarant;

(9) insurance or fidelity bonds;

(10) leasing of Units;

(11) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(12) a decision by the Association to establish self-management when professional management had been required previously by the Declaration or the Bylaws or by an Eligible Mortgage Holder;

(13) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified in the Declaration or the Bylaws;

(14) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(15) any provisions that expressly benefit mortgage holders, insurers or guarantors.

An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request by certified or registered mail, return receipt requested to approve a proposed addition or amendment and who fails to submit a response within thirty (30) days after it receives proper notice of the proposal, shall be deemed to have approved such request.

Section 12.4. Rights of Mortgage Holders, Insurers and Guarantors.

(a) 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:

(1) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;

(2) any sixty (60) day delinquency in the payment of common expenses or other charges owed by the owner of any Unit on which it holds the mortgage;

(3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action that requires the consent of a specified percentage of the Eligible Mortgage Holders.

(b) To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor 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 12.5. Condemnation Rights. 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 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.

Section 12.6. Books and Records. The Association must have current copies of the Condominium Documents concerning the Condominium as well as its own books, records and financial statements available during normal business hours or under other reasonable circumstances for inspection by Unit Owners or by holders, insurers and guarantors of first mortgages that are secured by Units in the Condominium and shall otherwise comply with all terms and conditions set forth in Section 1603-118 of the Condominium Act regarding Association records, as it may be subsequently amended. In addition, when the Condominium consists of fifty (50) or more Units, the Association must provide an audited statement for the preceding fiscal year if any holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Condominium submits a written request for such a statement. Any mortgage holder has the right to have an audited statement prepared at its own expense when a project consists of fewer than fifty (50) Units.

Section 12.7. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the Bylaws or the Rules and Regulations, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any mortgagee to: (1) foreclosure or take title to the Unit pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth.

ARTICLE 13

TERMINATION

Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of the Unit Owners of Units to which eighty percent (80%) of the votes in the Association are allocated and such agreement must also be approved by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages held by

Eligible Mortgage Holders. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 14

MISCELLANEOUS

If any provision of this Declaration, the Bylaws or the Rules and Regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the Bylaws or Rules and Regulations shall be determined by the Executive Board, which determination shall be final and binding on all parties.

If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a Unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues for thirty (30) days after notice thereof by the Association to the Unit Owner may be prohibited by the Executive Board from the use and enjoyment of any and all of the common elements not essential to access to the Unit, in addition to all other remedies, including penalties and fines, available to the Board.

In any dispute between one or more Unit Owners and the Declarant regarding the common elements, the Executive Board shall act for the Unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, arising out of or relating to, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree

otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

This Declaration is independent of any requirements or restrictions imposed by the ordinances of the Town of Arundel. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. The Town of Arundel has no authority or responsibility to enforce the provisions of this Declaration.

[End of page. Execution pages follow.]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by Tag Maine, LLC, its Manager, by Louis F. Tagliatela, Jr., its Manager, thereunto duly authorized, as of the 17th day of June, 2016.

WITNESS:

ARUNDEL-KENNEBUNKPORT COTTAGE PRESERVE LLC

By: Tag Maine, LLC
Its Manager

_____

By:_____
Louis F. Tagliatela, Jr.
Its Manager

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN, ss. June ____, 2016

Then personally appeared the above-named Louis F. Tagliatela, Jr., in his capacity as Manager of Tag Maine, LLC, Manager of ARUNDEL-KENNEBUNKPORT COTTAGE PRESERVE LLC, and acknowledged the foregoing instrument to his free act and deed in his said capacity and the free act and deed of said Tag Maine, LLC, in its capacity as Manager of ARUNDEL-KENNEBUNKPORT COTTAGE PRESERVE LLC, and the free act and deed of said of ARUNDEL-KENNEBUNKPORT COTTAGE PRESERVE LLC.

Before me,

_____
Notary Public

_____
Print name

My commission expires_____

LIMITED JOINDER
TO
DECLARATION OF CAPE ARUNDEL COTTAGE PRESERVE, A CONDOMINIUM

The undersigned, New Haven Mortgage Refinance, L.L.C., as Mortgagee under a Joint Venture Commercial Mortgage from Kennebunkport Cottage Preserve LLC, now Arundel-Kennebunkport Cottage Preserve LLC, dated July 1, 2010, and recorded in the York County Registry of Deeds in Book 15890, Page 772 (the "Mortgage"), hereby submits the premises located in the Town of Arundel, Maine as described in Schedule A of the Declaration, being the premises subject, in part, to the Mortgage, to the provisions of the Maine Condominium Act for the sole and limited purposes of compliance with said Act and for the creation and granting of easements, licenses, uses, rights and privileges as described in the Declaration, provided that such consent shall not be construed to make said New Haven Mortgage Refinance, L.L.C., as Mortgagee, the Declarant or to impose on it any obligations or liabilities whatsoever under the Declaration or otherwise, including without limitation, any obligation or liability of any kind to any purchaser of any units, and said Mortgagee makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

The undersigned hereby agrees that the mortgage lien and security interest under the Mortgage shall be subject to the provisions of the Maine Condominium Act, as amended, and shall attach to the Units created pursuant to the Declaration. The undersigned further agrees that in the exercise of its rights as Mortgagee under the Mortgage, it does and will recognize the establishment of a condominium by the Declaration.

IN WITNESS WHEREOF, New Haven Mortgage Refinance, L.L.C. has caused this instrument to be executed by Louis F. Tagliatela, Jr., its Manager, as of the 17th day of June, 2016.

WITNESS:

New Haven Mortgage Refinance, L.L.C.

_____

By:_____
Louis F. Tagliatela, Jr.
Its Manager

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN, ss. June ____, 2016

Personally appeared the above-named Louis F. Tagliatela, Jr., Manager of New Haven Mortgage Refinance, L.L.C., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said New Haven Mortgage Refinance, L.L.C.

Before me,

_____
Notary Public

_____
Print name

My commission expires_____

LIMITED JOINDER
TO
DECLARATION OF CAPE ARUNDEL COTTAGE PRESERVE, A CONDOMINIUM

The undersigned, Martin H. Squire, Trustee of The Louis F. Tagliatela 2007 Spray Trust u/d/t dated April 26, 2007, as Mortgagee under (a) a Commercial Mortgage from Arundel-Kennebunkport Cottage Preserve LLC dated November 30, 2012, and recorded in the York County Registry of Deeds in Book 16483, Page 688, (b) a Commercial Mortgage from Arundel-Kennebunkport Cottage Preserve LLC dated November 30, 2012, and recorded in said Registry of Deeds in Book 16483, Page 709, and (c) a Commercial Mortgage from Arundel-Kennebunkport Cottage Preserve LLC dated November 30, 2012, and recorded in said Registry of Deeds in Book 16483, Page 730 (the "Mortgages"), hereby submits the premises located in the Town of Arundel, Maine as described in Schedule A of the Declaration, being the premises subject to the Mortgages, to the provisions of the Maine Condominium Act for the sole and limited purposes of compliance with said Act and for the creation and granting of easements, licenses, uses, rights and privileges as described in the Declaration, provided that such consent shall not be construed to make said Martin H. Squire, Trustee as aforesaid, as Mortgagee, the Declarant or to impose on him any obligations or liabilities whatsoever under the Declaration or otherwise, including without limitation, any obligation or liability of any kind to any purchaser of any units, and said Mortgagee makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

The undersigned hereby agrees that the mortgage liens and security interests under the Mortgages shall be subject to the provisions of the Maine Condominium Act, as amended, and shall attach to the Units created pursuant to the Declaration. The undersigned further agrees that in the exercise of its rights as Mortgagee under the Mortgages, it does and will recognize the establishment of a condominium by the Declaration.

IN WITNESS WHEREOF, Martin H. Squire, Trustee of The Louis F. Tagliatela 2007 Spray Trust u/d/t dated April 26, 2007, hereunto duly authorized, has executed this instrument as of the 17th day of June, 2016.

WITNESS:

_____

_____
Martin H. Squire, Trustee as aforesaid

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN, ss. June ____, 2016

Personally appeared the above-named Martin H. Squire, Trustee of The Louis F. Tagliatela 2007 Spray Trust u/d/t dated April 26, 2007, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Trust.

Before me,

_____
Notary Public

_____
Print name

My commission expires_____

LIMITED JOINDER
TO
DECLARATION OF CAPE ARUNDEL COTTAGE PRESERVE, A CONDOMINIUM

The undersigned, Pensco Trust, Custodian fbo Alan P. Marks IRA Account, as Mortgagee under a Commercial Mortgage from Arundel-Kennebunkport Cottage Preserve LLC dated November 30, 2012, and recorded in the York County Registry of Deeds in Book 16483, Page 751 (the "Mortgage"), hereby submits the premises located in the Town of Arundel, Maine as described in Schedule A of the Declaration, being the premises subject to the Mortgage, to the provisions of the Maine Condominium Act for the sole and limited purposes of compliance with said Act and for the creation and granting of easements, licenses, uses, rights and privileges as described in the Declaration, provided that such consent shall not be construed to make said Pensco Trust, Custodian fbo Alan P. Marks IRA Account, as Mortgagee, the Declarant or to impose on it any obligations or liabilities whatsoever under the Declaration or otherwise, including without limitation, any obligation or liability of any kind to any purchaser of any units, and said Mortgagee makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

The undersigned hereby agrees that its mortgage lien and security interest under the Mortgage shall be subject to the provisions of the Maine Condominium Act, as amended, and shall attach to the Units created pursuant to the Declaration. The undersigned further agrees that in the exercise of its rights as Mortgagee under the Mortgage, it does and will recognize the establishment of a condominium by the Declaration.

IN WITNESS WHEREOF, the said Pensco Trust, Custodian fbo Alan P. Marks IRA Account, has caused this instrument to be executed by Alan P. Marks, its authorized representative, as of the 17th day of June, 2016.

WITNESS:

Pensco Trust, Custodian fbo Alan P. Marks IRA Account

_____

By:_____
Alan P. Marks
Its Authorized Representative

COMMONWEALTH OF MASSACCHUSETTS
COUNTY OF MIDDLESEX, ss. June ____, 2016

Personally appeared the above-named Alan P. Marks, authorized representative of Pensco Trust, Custodian fbo Alan P. Marks IRA Account, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Pensco Trust, Custodian fbo Alan P. Marks IRA Account.

Before me,

_____
Notary Public

_____
Print name

My commission expires_____

SCHEDULE A

PARCEL 1:

A certain lot or parcel of land situated in the Town of Arundel, County of York, State of Maine, situated on, and adjoining, the northwesterly side of U.S. Route 1, bounded and described as follows:

BEGINNING at a 5/8" rebar with survey cap #1279 found 6" tall in the northwesterly sideline of U.S. Route 1 at the southerly corner of land now or formerly of Elizabeth Ann Buzzell described in deed recorded in York County Registry of Deeds in Book 4499, Page 261;

THENCE, running South 21° 32' 19" West, along U.S. Route 1, a distance of 329.55 feet to a point;

THENCE, turning and running South 35° 24' 02" West, along U.S. Route 1, a distance of 1146.62 feet, to an old iron pipe found at the easterly corner of land now or formerly of Richard E. Fritz, Sr., described in deed recorded in said Registry in Book 5353, Page 294, said iron pipe found being located 1.15 feet northwesterly of a stone monument found leaning;

THENCE, turning and running North 52° 16' 39" West, by said land of Fritz, passing through a 5/8" rebar with survey cap #1279 found 6" tall, and by land of said Fritz and Pauline Labrecque described in deed recorded in said Registry in Book 7256, Page 233, and again by land of said Fritz described in deed recorded in said Registry in Book 5353, Page 294, a total distance of 1669.44 feet to the northerly corner of said Fritz land at a point located South 35° 39' 31" West, a distance of 0.12' from a 5/8" rebar with survey cap #1279 found 7" tall;

THENCE, turning and running South 35° 39' 31" West, by said land of Fritz and passing through two 5/8" rebar with survey cap #1279 found, a distance of 753.16 feet to a 5/8" rebar with survey cap #1279 found 6 inches tall at the westerly corner of said Fritz land and in the northeasterly boundary of land now or formerly of Velma Jones Hayes described in deed recorded in said Registry in Book 5079, Page 278;

THENCE, turning and running North 54° 26' 55" West, by said land of Hayes, a distance of 440.07 feet to a 6" x 6" stone monument found 36" tall at the northerly corner of said Hayes land;

THENCE, turning and running South 31° 56' 01" West, by said land of Hayes, a distance of 775.50 feet to a 5/8" rebar with survey cap #2133 set at the westerly corner of said

Hayes land and at a point in the northeasterly boundary of other land of said Velma Jones Hayes described in deed recorded in said Registry in Book 1866, Page 521;

THENCE, turning and running North 53° 11' 01" West, by said land of Hayes and by the northeasterly sideline of the 20-foot wide right-of-way, now known as Back Woods Lane, located across land now or formerly of Robert M. & Denise M. Foster described in deed recorded in said Registry in Book 4375, Page 166, a distance of 300.23 feet to a 5/8" rebar with survey cap #1285 found at the easterly corner of land now or formerly of Joyce Spencer described in deed recorded in said Registry in Book 2277, Page 308;

Said 20-foot wide right-of-way being shown on plan entitled "Subdivision of Marion H. Brown Property in North Kennebunkport, York County, ME., Acquired from Freeland A. Knight, York Registry of Deeds, Book 840, Page 130 & Book 851, Page 396" dated May 1934, by W. E. Carleton, Surveyor, recorded in York County Registry of Deeds in Plan Book 11, Page 28;

THENCE, turning and running North 55° 53' 54" West, by said 20-foot wide right-of-way located across said land of Spencer, a distance of 230.35 feet to a 4" x 4" stone monument found 24" tall at the southerly corner of land now or formerly of Norman Leach described in deed recorded in said Registry in Book 2469, Page 299;

THENCE, turning and running North 59° 19' 40" East, by said land of Leach, a distance of 848.79 feet to a 6" x 6" stone monument found 18" tall;

THENCE, turning and running North 54° 26' 15" West, by said land of Leach, a distance of 294.67 feet to an iron rod found in an 8" x 8" stone monument found 14" tall in a stone wall corner;

THENCE, turning and running North 36° 34' 16" East, by said land of Leach and by land now or formerly of Ronald & Barbara Maurice described in deed recorded in said Registry in Book 8148, Page 101, a distance of 782.30 feet to a point to be marked with a 5/8" rebar with survey cap #2133 set at the easterly corner of said land of Maurice;

THENCE, turning and running North 52° 16' 39" West, by said land of Maurice and by land now or formerly of Michael & Tammy Jones described in deed recorded in said Registry in Book 14190, Page 467, a total distance of 1175.17 feet to the base of a ¾" iron pipe found 12" tall at land of owner unknown;

THENCE, turning and running North 37° 39' 54" East, by land of owner unknown, a distance of 756.29 feet to a 1" iron pipe found 8" tall;

THENCE, turning and running North 52° 20' 27" West, by land of owner unknown, a distance of 255.03 feet to a point to be marked with a 5/8" rebar with survey cap #2133 set at the southerly corner of land now or formerly of Wasyl Hallczuk described in deed recorded in said Registry in Book 2181, Page 221;

THENCE, turning and running by said land of Hallczuk and remains of wire fence the following six (6) courses and distances:

1. North 37° 24' 04" East a distance of 68.73 feet;
2. North 33° 17' 20" East a distance of 159.79 feet;
3. North 29° 47' 45" East a distance of 159.73 feet;
4. North 35° 09' 41" East a distance of 146.07 feet;
5. North 29° 37' 37" East a distance of 118.14 feet;
6. North 37° 40' 05" East a distance of 78.03 feet to a 8" x 5" granite monument found 22" tall;

THENCE, turning and running North 53° 47' 53" West, by said land of Hallczuk, a distance of 35.05 feet to a point to be marked with a 5/8" rebar with survey cap #2133 at land now or formerly of Porter Land Preservation, LLC, described in deed recorded in said Registry in Book 14249, Page 213, and being part of "Lot 3 Retained Land" on "Subdivision Plan of Hidden Meadows, Mountain Road, Arundel, Maine, for Record Owner: Porter Land Preservation, LLC" Sheets 2 and 3 of 8, dated October 28, 2005, by Sebago Technics, Inc., recorded in York County Registry of Deeds in Plan Book 312, Pages 19 and 20;

THENCE, turning and running by said land of Porter Land Preservation, LLC, the following three (3) courses and distances:

1. North 39° 15' 27" East a distance of 745.77 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
2. North 70° 32' 46" East a distance of 624.93 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
3. South 52° 56' 09" East a distance of 41.96 feet to a 8"x 8" tapered stone post found 20" tall at the westerly corner of land formerly of Oscar Goulet as described in deed recorded in said Registry in Book 995, Page 310;

THENCE, turning and running South 52° 56' 09" East, by said land formerly of Goulet, a distance of 1655.86 feet to a stone pile at land now or formerly of Dorothy K. & Kenneth Gregoire and Peter C. Mourmouras described in deed recorded in said Registry in Book 15064, Page 661;

THENCE, turning and running South 41° 50' 39" West, by said land of Gregoire and Mourmouras, a distance of 116.70 feet to a 5/8" iron rod found (rebar) at the northerly corner of land now or formerly of Cynthia L. Hopkins described in deed recorded in said Registry in Book 1883, Page 126;

THENCE, continuing South 41° 50' 39" West, by said land of Hopkins, a distance of 417.40 feet to a 5/8" rebar with survey cap found 3 inches tall at the northerly corner of land now or formerly of Elizabeth Ann Buzzell described in deed recorded in said Registry in Book 4499, Page 261;

THENCE, turning and running South 39°07'24" West, by said land of Buzzell, a distance of 34.14 feet to a drill hole found in ledge at the easterly corner of other land of said Buzzell described in deed recorded in said Registry in Book 6474, Page 327;

THENCE, turning and running North 51° 56' 36" West, by said land of Buzzell, a distance of 559.96 feet to a point located 0.23 feet southwesterly of a 5/8" rebar with survey cap found 6 inches tall at land now or formerly of Kennebunk, Kennebunkport & Wells Water District described in deeds recorded in said Registry in Book 5859, Page 75, and in Book 6274, Page 330;

THENCE, continuing North 51° 56' 36" West, by said Water District land, a distance of 99.92 feet to a point located 0.34 feet southwesterly of a 3/8" drill hole found in ledge;

THENCE, turning and running South 39° 09' 08" West, by said Water District land a distance of 734.46 feet to a capped iron rod found 10" tall at the westerly corner of said Water District land;

THENCE, turning and running South 51° 55' 16" East, by said Water District land a distance of 517.09 feet to a ¾" iron pipe found 4" tall;

THENCE, turning and running South 52° 00' 20" East, by said Water District land a distance of 142.65 feet to a 5/8" iron rod found 10" tall at land now or formerly of Elizabeth Ann Buzzell described in deed recorded in said Registry in Book 4499, Page 261;

THENCE, turning and running South 52° 00' 20" East, by said land of Buzzell, a distance of 1918.53 feet to the point of beginning.

CONTAINING 195.80 acres, more or less.

REFERENCE is made to the following three (3) deeds for Arundel-Kennebunkport Cottage Preserve LLC's source of title to the above-described Parcel 1:

1. Warranty Deed from REM Development, LLC, to Kennebunkport Cottage Preserve LLC, now known as Arundel-Kennebunkport Cottage Preserve LLC, dated July 1, 2010, recorded in said Registry in Book 15890, Page 767;
2. Quitclaim Deed With Covenant from Daniel K. Whitten and Susan V. Whitten to Arundel-Kennebunkport Cottage Preserve LLC dated August 17, 2010, recorded in said Registry in Book 15918, Page 990; and
3. Warranty Deed from Porter Land Preservation, LLC, et al, to Arundel-Kennebunkport Cottage Preserve LLC, dated June 2, 2011, recorded in said Registry in Book 16106, Page 669.

TOGETHER WITH the benefit of the rights and easements set forth in a certain Non-Exclusive Access Easement Agreement by and between Mary A. Fitanides and Porter Land Preservation, LLC dated October 5, 2004, and recorded in said Registry in Book 14249, Page 215, subject to the terms and conditions thereof.

TOGETHER WITH the benefit of the rights and easements set forth in a certain Access Easement and Agreement by and among Granite State Gas Transmission, Inc., Porter Land Preservation, LLC, et al, dated May 31, 2011, recorded in said Registry in Book 16106, Page 647, subject to the terms and conditions thereof.

TOGETHER WITH the benefit of the rights and easements set forth in said deed from Porter Land Preservation, LLC, Hidden Meadows Homeowners Association, Biddeford Savings Bank to Arundel-Kennebunkport Cottage Preserve, LLC dated June 2, 2011, recorded in said Registry in Book 16106, Page 669, subject to the terms and conditions thereof, further reference being made to a Consent and Release relating thereto by Porter Land Preservation, LLC, et al., in favor of, and for the benefit of, Arundel-Kennebunkport Cottage Preserve, LLC, dated May 31, 2011, and recorded in said Registry in Book 16106, Page 660.

TOGETHER WITH any appurtenant easement rights which may exist in the 20-foot wide right-of-way (now known as Back Woods Lane) and the 15-foot wide right-of-way (now known as Nick's Way) shown on the above-referenced plan by W. E. Carleton, Surveyor, recorded in York County Registry of Deeds in Plan Book 11, Page 28, subject to the rights of others, if any, therein.

TOGETHER WITH any prescriptive easements rights which may exist in the traveled portions of Nick's Way and Back Woods Lane, subject to the rights of others, if any, therein.

SUBJECT TO the following matters:

1. Easement from Elmer F. Pratt to Central Maine Power Company and New England Telephone and Telegraph Company dated September 21, 1956, and recorded in said Registry in Book 1338, Page 361, to the extent still of force and effect;

2. Easement from Porterland Preservation, LLC to Central Maine Power Company and Verizon New England Inc. dated September 18, 2006, and recorded in said Registry in Book 14987, Page 718, relating to Hidden Meadows Subdivision;

3. Notice of System Development Charge by the Kennebunk, Kennebunkport and Wells Water District dated August 13, 2015, and recorded in said Registry in book 17084, Page 736;

4. Easement from Arundel-Kennebunkport Cottage Preserve LLC to Central Maine Power Company and Northern New England Telephone Operations, LLC dated July 10, 2015, and recorded in said Registry in Book 17093, Page 297;

5. Declaration of Covenants and Restrictions by Arundel-Kennebunkport Cottage Preserve LLC dated October 5, 2015, and recorded in said Registry in Book 17112, Page 311;

6. Easement from Arundel-Kennebunkport Cottage Preserve LLC to the Kennebunk, Kennebunkport and Wells Water District dated February 18, 2016, and recorded in said Registry in Book 17188, Page 576;

7. Easement from Arundel-Kennebunkport Cottage Preserve LLC to Time Warner Cable Enterprises LLC dated January 27, 2016, to be recorded by Time Warner Cable Enterprises LLC in said Registry;

8. State of Maine Department of Environmental Protection Orders dated May 18, 2004, and recorded in said Registry in Book 14481, Page 651, dated July 26, 2007, and recorded in said Registry in Book 15235, Page 211, dated March 10, 2010, and recorded in said Registry in Book 15835, Page 47, dated May 24, 2012, and recorded in said Registry in Book 16340, Page 508, and dated April 18, 2014, and recorded in said Registry in Book 16813, Page 947; and

9. Plan entitled "Arundel Seasonal Cottage Resort, Arundel, Maine, Subdivision Plan" consisting of six (6) sheets, signed by the Arundel Planning Board on October 14, 2010, and recorded in said Registry in Plan Book 347, Pages 1 through 8, as supplemented by plan entitled "Supplemental Subdivision Plan, Cape Arundel Cottage Preserve (F.K.A. Arundel Seasonal Cottage Resort), Route 1, Arundel, Maine" prepared

by Lower Village Survey Co., dated June 12, 2015, approved by the Town of Arundel Planning Board, and recorded in said Registry in Plan Book 377 Page 45.

EXCEPTING AND RESERVING from the above-described Parcel 1, however, and not hereby including as part of the premises comprising the Condominium, the following described parcel of land together with the hereinafter described excepted and reserved rights and easements appurtenant thereto:

A certain lot or parcel of land situated in the Town of Arundel, County of York, State of Maine, situated on, and adjoining, the northwesterly side of U.S. Route 1, bounded and described as follows:

BEGINNING at a 5/8" rebar with survey cap #1279 found 6" tall in the northwesterly sideline of U.S. Route 1 at the southerly corner of land now or formerly of Elizabeth Ann Buzzell described in deed recorded in York County Registry of Deeds in Book 4499, Page 261;

THENCE, running South 21° 32' 19" West, along U.S. Route 1, a distance of 329.55 feet to a point to be marked with a 5/8" rebar with survey cap #2133;

THENCE, turning and running South 35° 24' 02" West, along U.S. Route 1, a distance of 71.02 feet to a point to be marked with a 5/8" rebar with survey cap #2133 at remaining land of Arundel-Kennebunkport Cottage Preserve LLC to be conveyed to Maine Department of Transportation;

THENCE, turning and running by said land to be conveyed to Maine Department of Transportation the following two (2) courses and distances:

1. South 39° 20' 31" West a distance of 352.27 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
2. South 35° 14' 09" West a distance of 142.73 feet to a point to be marked with a 5/8" rebar with survey cap #2133 at the southeasterly corner of Founders Drive as shown on "Arundel Seasonal Cottage Resort, Subdivision Plan, Arundel, Maine, Sheet 1 of 6" by Stantec Consulting Services, recorded in York County Registry of Deeds in Plan Book 347, Page 3.

THENCE, turning and running by Founders Drive the following two (2) courses and distances:

1. North 49° 45' 05" West a distance of 179.48 feet;
2. Northwesterly along a curve to the left having a radius of 1550.00 feet,

chord bearing of North 56° 08' 32" West, chord length of 345.06 feet, an arc distance of 345.78 feet to a point to be marked with a 5/8" rebar with survey cap #2133 at remaining land of Arundel-Kennebunkport Cottage Preserve LLC;

THENCE, turning and running by remaining land of Arundel-Kennebunkport Cottage Preserve LLC the following three (3) courses and distances:

3. North 02° 46' 06" West a distance of 92.75 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
4. North 58° 46' 00" East a distance of 354.79 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
5. North 43° 33' 39" East a distance of 499.95 feet to a point at land of said Buzzell;

THENCE, turning and running South 52° 00' 20" East, by said land of Buzzell, a distance of 314.60 feet to the point of beginning.

CONTAINING 9.19 acres, more or less.

Said above-described excepted and reserved parcel of land being "Lot C-1" as shown on "Arundel Seasonal Cottage Resort, Subdivision Plan, Arundel, Maine, Sheet 1 of 6" by Stantec Consulting Services, recorded in York County Registry of Deeds in Plan Book 347, Page 3, and hereinafter referred to as the "Commercial Lot".

FURTHER EXCEPTING AND RESERVING the following rights and easements appurtenant to the Commercial Lot over, under and through Parcel 1 described above:

Right and Easement for Access and Utilities for the Benefit of the Commercial Lot: The right and easement to utilize that portion of Founders Drive, so-called, and the areas adjacent thereto, as depicted on the Plat and Plans as "Access & Utility Easement (Width Varies) (40,496 S.F.)", for the purpose of (a) vehicular and pedestrian access to and from the Commercial Lot, and (b) the installation, to the extent not already installed to serve the Commercial Lot, maintenance, repair and replacement of above-ground and underground utility and communication lines including, but not limited to, water lines, sewer lines, power lines, telephone and internet communication lines, and gas lines, to serve the Commercial Lot. Provided, however, that following the undertaking any work within said easement area in connection with the exercise of the above-described right and easement, the owner of the Commercial Lot shall promptly repair any damage to said easement area resulting therefrom in order to restore the damaged area to its previous condition. Provided further, however, that upon the commencement of the use of said easement area for vehicular and pedestrian access to and from the Commercial Lot in

connection with the development and operation thereof, the owner of the Commercial Lot and the Association shall share equally in the usual and customary costs and expenses of the maintenance of said easement area, including, but not limited to, the removal of snow and ice therefrom, and the repair of said easement area, so as to keep the easement area passable by vehicles and pedestrians, based upon periodic invoices for such work presented by the Association to the owner of the Commercial Lot and/or based upon an annual estimate for such work to be reviewed and agreed to by the Association and the owner of the Commercial Lot at a mutually agreeable time, which approval shall not be unreasonably withheld, conditioned or delayed.

Right and Easement for Septic System for the Benefit of the Commercial Lot: The right and easement to install, to the extent not already installed to serve the Commercial Lot, maintain, repair and replace a septic system and all appurtenances thereto generally within the area of Parcel 1 depicted on the Plat and Plans where are located or to be located the wastewater disposal system to serve the Condominium, together with the right and easement to install, to the extent not already installed to serve the Commercial Lot, maintain, repair and replace underground sewer lines and all appurtenances thereto generally within Founders Drive, Patriot Way and the thirty (30) foot wide sewer line corridor extending from Patriot Way to said wastewater disposal system area in order to connect said septic system to the Commercial Lot. Provided, however, that following the undertaking any work in connection with the exercise of the above-described rights and easements, the owner of the Commercial Lot shall promptly repair any damage to Parcel 1 resulting therefrom in order to restore the damaged area to its previous condition.

HEREBY INCLUDING, HOWEVER, as appurtenant to Parcel 1 described above, a right and easement for the purpose of installing, to the extent not already installed to serve said Parcel 1 described above, maintaining, repairing and replacing drainage ways, landscaping, signage, and above-ground and underground utility and communication lines including, but not limited to, water lines, sewer lines, power lines, telephone and internet communication lines, and gas lines, to for the benefit of the Condominium over, under and through that portion of the Commercial Lot depicted on the Plat and Plans as "Drainage, Landscaping, Utilities & Signage Easement (27,421 S.F.)" and more particularly described as follows:

BEGINNING at a point to be marked with a 5/8" rebar with survey cap #2133 at the southeasterly corner of Founders Drive as shown on the above-referenced plan and at an angle point in a small parcel to be conveyed by Arundel-Kennebunkport Cottage Preserve LLC to Maine Department of Transportation;

THENCE, running by said Founders Drive the following two (2) courses and distances:

1. North 49° 45' 05" West a distance of 179.48 feet to a point;

2. Northwesterly along a curve to the left having a radius of 1550.00 feet, chord bearing of North 52° 37' 55" West, chord length of 155.79 feet, an arc distance of 155.86 feet to a point;

THENCE, turning and running across said Lot C-1 the following six (6) courses and distances:

1. North 34° 29' 14" East a distance of 40.00 feet to a point;
2. Southeasterly along a curve to the right having a radius of 1590.00 feet, chord bearing of South 52° 37' 55" East, chord length of 159.81 feet, an arc distance of 159.88 feet to a point;
3. South 49° 45' 05" East a distance of 125.78 feet to a point;
4. North 35° 14' 09" East a distance of 99.98 feet to a point;
5. North 39° 20' 31" East a distance of 179.50 feet to a point;
6. South 50° 39' 29" East a distance of 50.00 feet to a point at remaining land of Arundel-Kennebunkport Cottage Preserve LLC to be conveyed to Maine Department of Transportation;

THENCE, turning and running by said land to be conveyed to Maine Department of Transportation the following two (2) courses and distances:

1. South 39° 20' 31" West a distance of 177.73 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
2. South 35° 14' 09" West a distance of 142.73 feet to the point of beginning.

ENCOMPASSING 27,421 square feet, more or less.

Provided, however, that following the undertaking any work within said easement area in connection with the exercise of the above-described right and easement, Arundel-Kennebunkport Cottage Preserve LLC and/or the Association, as the case may be, shall promptly repair any damage to said easement area resulting therefrom in order to restore the damaged area to its previous condition.

FURTHER EXCEPTING AND RESERVING from the above-described Parcel 1, however, and not hereby including as part of the premises comprising the Condominium, the following described parcel of land to be conveyed by Arundel-Kennebunkport Cottage Preserve LLC to the State of Maine for the purpose of widening Route One at the entrance to the Condominium, but hereby including a temporary right of pedestrian and vehicular access over said excepted and reserved parcel until such time as said excepted and reserved parcel is conveyed by Arundel-Kennebunkport Cottage Preserve LLC to the State of Maine and becomes a part of Route One:

A certain multisided and irregularly shaped lot or parcel of land without improvements, situated in the Town of Arundel, County of York, State of Maine, lying on the westerly sideline of, and adjoining Route 1, bounded and described as follows:

BEGINNING at a 5/8 inch rebar with survey cap #2133 set on the westerly sideline of Route 1 at the southerly corner of land herein conveyed, said rebar with survey cap being North 35°-24'-02" East a distance of 443.53 feet from an iron pipe found at the northeasterly corner of land now or formerly of Richard E. Fritz, Sr. as described in the York County Registry of Deeds in Deed Book 5353, Page 294;

THENCE, continuing North 35°-24'-02" East by the westerly sideline of Route 1 a distance of 632.06 feet to a 5/8 inch rebar with survey cap #2133 set at remaining land of Arundel-Kennebunkport Cottage Preserve LLC;

THENCE, across land of Arundel-Kennebunkport Cottage Preserve LLC the following three (3) courses and distances:

1) South 39°-20'-31" West a distance of 352.27 feet to a 5/8 inch rebar with Survey cap #2133 set;
2) South 35°-14'-09" West a distance of 142.73 feet to a 5/8 rebar with survey cap #2133 set;
3) South 25°-36'-25" West a distance of 139.94 feet to the point of beginning.

CONTAINING 9,322 square feet, or 0.21 acres, more or less.

ALL bearings used in this description are based on the Maine State Coordinate System, West Zone.

REFERENCE is made to a plan entitled, "Standard Boundary Survey, Retracement Survey, and Compilation of Plans of Property on/or Near Route I, Campground Road, and Mountain Road, Arundel, Maine, Owned by REM Development, LLC, Daniel K. and Susan V. Whitten, and Porter Land Preservation, LLC for Arundel Seasonal Cottages" dated July 25, 2008 by Lower Village Survey Co., said plan being recorded in said Registry in Plan Book 349, Page 02.

REFERENCE is also made to a plan entitled "Arundel Seasonal Cottages Resort, Arundel, Maine - Subdivision Plan, REM Development, PO Box 480, Ashland, MA 01721", by Stantec Consulting Services, Inc. and Lower Village Survey Co., recorded in said Registry in Plan Book 347, Pages 3-8 as supplemented by plan entitled "Supplemental Subdivision Plan, Cape Arundel Cottage Preserve (F.K.A. Arundel Seasonal Cottage Resort), Route 1, Arundel, Maine" prepared by Lower Village Survey

Co., dated June 12, 2015, and recorded in said Registry of Deeds in Plan Book 377 Page 45.

Being a portion of land described in a deed from REM Development LLC to Kennebunkport Cottage Preserve LLC (now known as the Arundel-Kennebunkport Cottage Preserve LLC), dated July I, 2010 and recorded in the York County Registry of Deeds in Deed Book 15890, Page 767;

ALL BEARINGS contained herein are based on the Grid North as derived from plan entitled "Standard Boundary Survey, Retracement Survey and Compilation of Plans of Property On/Or Near Route 1, Campground Road, & Mountain Road, Arundel, Maine, Owned By: REM Development, LLC, Daniel K. & Susan V. Whitten, Porter Land Preservation, LLC, for Arundel Seasonal Cottages" dated July 25, 2008, by Lower Village Survey Co., LLC, recorded in said Registry in Plan Book 349, Pages 1 and 2.

PARCEL 2:

A certain lot or parcel of land situated in the Town of Arundel, County of York, State of Maine, and situated on the northeasterly side of Campground Road (formerly known as Coleman Road) and adjacent thereto, bounded and described as follows:

BEGINNING at a 5/8" rebar with survey cap #1235 found in the northeasterly sideline of Campground Road at the southerly corner of land now or formerly of Normand and Debra A. Cloutier described in deed recorded in Book 10862, Page 279;

THENCE, running South 55° 07' 16" East, by said Campground Road and passing through the base of a 1" crimped iron pipe found 2 inches tall, a distance of 24.00 feet to a 5/8" rebar with survey cap #2133 set at the westerly corner of land now or formerly of Donna A. Grande described in deed recorded in Book 7733, Page 111; said rebar set being located 2.27 feet beyond said crimped iron pipe found;

THENCE, turning and running North 34° 09' 30" East, by said land of Grande and crossing over a 20-foot wide right-of-way shown on plan entitled "Subdivision of Marion H. Brown Property in North Kennebunkport, York County, ME., Acquired from Freeland A. Knight, York Registry of Deeds, Book 840, Page 130 & Book 851, Page 396" dated May 1934, by W. E. Carleton, Surveyor, recorded in York County Registry of Deeds in Plan Book 11, Page 28 (said 20-foot right-of-way shown thereon now being known as Back Woods Lane), a distance of 1554.06 feet to a 5/8" rebar with survey cap #2133 set in the northeasterly sideline of said right-of-way and at land now or formerly of Ronald and Barbara Maurice described in deed recorded in Book 8148, Page 101;

THENCE, turning and running North 55° 48' 21" West, along the northeasterly sideline of said 20-foot wide right-of-way, and by land of said Maurice, a distance of 24.00 feet to a 5/8" rebar with survey cap #1235 found 1 inch tall at the easterly corner of land now or formerly of said Cloutier;

THENCE, turning and running South 34° 09' 30" West, by said land of Cloutier, a distance of 1553.77 feet to the point of beginning.

CONTAINING 37,293 square feet or 0.9 acre, more or less.

TOGETHER WITH any appurtenant easement rights which may exist in the 20-foot wide right-of-way (now known as Back Woods Lane) and the 15-foot wide right-of-way (now known as Nick's Way) shown on the above-referenced plan by W. E. Carleton, Surveyor, recorded in York County Registry of Deeds in Plan Book 11, Page 28, subject to the rights of others, if any, therein.

SUBJECT TO the 20-foot wide right-of-way (now known as Back Woods Lane) located at the northeast end of the above-described Parcel 2 as shown on the plan for Marion Brown referred to above and on the plan by Lower Village Survey Co., LLC, hereinafter referred to, subject to the rights of others, if any, therein.

ALL BEARINGS contained herein are based on the Grid North as derived from plan entitled "Standard Boundary Survey, Retracement Survey and Compilation of Plans of Property On/Or Near Route 1, Campground Road, & Mountain Road, Arundel, Maine, Owned By: REM Development, LLC, Daniel K. & Susan V. Whitten, Porter Land Preservation, LLC, for Arundel Seasonal Cottages" dated July 25, 2008, by Lower Village Survey Co., LLC, recorded in said Registry in Plan Book 349, Pages 1 and 2. The above-described "Parcel 2" is shown on said plan as Parcel 6.

BEING the premises described as "Parcel 2" in deed to Arundel-Kennebunkport Cottage Preserve LLC from Daniel K. Whitten and Susan V. Whitten dated August 17, 2010, recorded in said Registry in Book 15918, Page 990.

SUBJECT TO the following matters:

1. State of Maine Department of Environmental Protection Orders dated May 18, 2004, and recorded in said Registry in Book 14481, Page 651, dated July 26, 2007, and recorded in said Registry in Book 15235, Page 211, dated March 10, 2010, and recorded in said Registry in Book 15835, Page 47, dated May 24, 2012, and recorded in said Registry in Book 16340, Page 508, and dated April 18, 2014, and recorded in said Registry in Book 16813, Page 947; and

2. Plan entitled "Arundel Seasonal Cottage Resort, Arundel, Maine, Subdivision Plan" consisting of six (6) sheets, signed by the Arundel Planning Board on October 14, 2010, and recorded in said Registry in Plan Book 347, Pages 1 through 8, as supplemented by plan entitled "Supplemental Subdivision Plan, Cape Arundel Cottage Preserve (F.K.A. Arundel Seasonal Cottage Resort), Route 1, Arundel, Maine" prepared by Lower Village Survey Co., dated June 12, 2015, approved by the Town of Arundel Planning Board, and recorded in said Registry in Plan Book 377 Page 45.

Further reference is made to the Plat and Plans described in Schedule C hereto.

SCHEDULE B

UNIT NO.	COMMON ELEMENT INTEREST COMMON EXPENSE LIABILITY	VOTE
Unit No. 18	1/3	1
Unit No. 21	1/3	1
Unit No. 29	1/3	1
Total	1	

The formula for allocating and reallocating Common Element Interest, Common Expense Liability and Vote for each Unit is set forth in Section 2.2 of Article 2 of this Declaration.

SCHEDULE C

Schedule C to this Declaration of Cape Arundel Cottage Preserve, a Condominium, consists of the "Condominium Plat and Plans, Cape Arundel Cottage Preserve, a Condominium, Route 1, Arundel, Maine" made for Arundel-Kennebunkport Cottage Preserve LLC by Lower Village Surveying Co., 13 Western Avenue, Lower Village, Kennebunk, Maine 04043, dated June 1, 2016, consisting of eighteen (18) sheets, and recorded in the York County Registry of Deeds herewith in Plan Book 875, Pages 1 through 18 and made a part hereof by reference.

SCHEDULE D

ARUNDEL PLANNING BOARD
468 Limerick Road
Arundel, Maine 04046

FINDINGS OF FACT AND NOTICE OF DECISION

April 8, 2010

WHEREAS, on August 6, 2009 the Arundel Planning Board received a preliminary subdivision and conditional use application from **REM Development, LLC** to develop a 259 seasonal cottage resort on 294.3 acres located at 1976 Portland Road on Tax Map 11, Lot 9 & Map 15, Lots 6, 7, 9 and 13 in the BI district.

WHEREAS on September 10, 2009 the Planning Board conducted a public hearing on the Preliminary Subdivision Plan and a Preliminary Subdivision Approval was granted subject to conditions;

WHEREAS, on April 8, 2010 a Public hearing was conducted regarding the Final Subdivision Plan and Conditional Use submission;

WHEREUPON the Arundel Planning Board reviewed and given due consideration of the applicant's amended application and has arrived at the following:

FINDINGS OF FACT

1. The owner with right title and interest of Map 15, Lot 6, 7, and 13 are REM Development , LLC, while the owners of Map 15, Lot 9 are Susan and Daniel Whitten of Sanford Maine, and Map 11, Lot 9 is Porter Land Preservation LLC of Arundel Maine.

2. The applicants are the owners of record with right title and interest in Map 15, Lot 6, 7, and 13 and have executed options to purchase Map 11, Lot 9 and Map 15, Lot 9.

3. The combined property is located at 1976 Portland Road with an limited access ingress/egress provided to emergency vehicles from Mountain Road via Hidden Meadows Road;
4. The applicant proposes to develop 259 seasonal cottage units in a series of clusters and linear communities along the proposed Founders Way private drive. In addition the applicant proposes to reserve a 9.18 acre commercial lot that will access Route 1 via Founders Way but will be developed under a Conditional Use permit independent of the Season Cottage resort community.
5. Primary access shall be from Route 1 with the required secondary access shall be provided via a locked gate

6. Seasonal cottages proposed in the project will be occupied only between May 1 through October 31 of each year;

7. The 259 seasonal cottages shall be served by an on-site community septic system and potable water will be supplied by Kennebunk Kennebunkport Wells Water District. The applicant will install a booster pump station to increase water pressure in the system to meet the needs of the facility.

8. The applicant has submitted plans and engineering drawings for the proposed storage areas in the following documents:

- A Maine DEP Site Location of Development Permit, Natural Resources Protection Act Permit, Tier 1 Wetlands Alteration Permit combined order L-21745-TC-E-N dated March 10, 2010, and a Water Quality Certification Amendment L-21745-28-D-A dated March 10, 2010 for the proposed project.

- Site Plan Set for the Arundel Seasonal Cottage Resort, prepared for REM Development LLC of Ashland Massachusetts by Stantec Consulting Services of Portland Maine dated 9/26/2008 with revisions through to February 15, 2010.

- Maine Department of Transportation Traffic Movement Permit date September 9, 2008 DIV .06-00086-A-M.

CONFORMANCE WITH CONDITIONAL USE CRITERIA

After due review and consideration the Arundel Planning Board has determined the application to be in conformance with the criteria of Section 9.7.H of the Arundel Land Use Ordinance as follows:

9.7.H.1 The proposed expanded use is compatible with and similar to the general categories of uses of neighboring properties, in that -

9.7.H.2 The proposed expanded use is consistent with the Comprehensive Plan and the anticipated future development of the neighborhood, in that -

9.7.H.3 There is adequate and safe pedestrian and vehicular access to and into the site to accommodate anticipated traffic to and from the proposed use, in that-

9.7.H.4 That there is adequate water supply and sewage disposal available to service the use in that-

9.7.H.5 That there will be no noise, dust, odor, vibration or smoke generated by the use that will adversely affect neighboring properties, in that-

9.7.H.6 The physical characteristics of the site including location, slope, soils, drainage and vegetative cover are suitable for the proposed use, in that

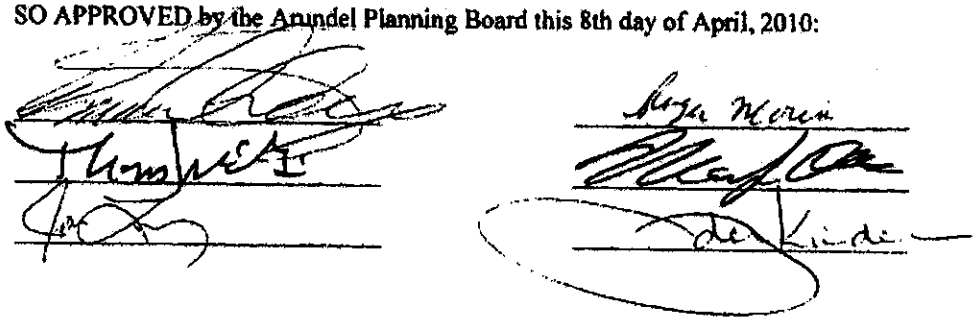
9.7.H.7 That the use will not constitute a public or private nuisance.

9.7.H.8 The proposed use conforms to all other requirements and applicable provisions of this ordinance, particularly any pertinent shoreland zoning standards.

THEREFORE BE IT RESOLVED that based on the above findings and conclusions the Arundel Planning Board hereby approves the subdivision and conditional use application of REM Development LLC located on Tax Map 11, Lot 9 & Map 15, Lots 6, 7, 9 and 13 in the BI district as shown on the approved plans, subject to the following conditions:

1. The blasting/crushing hours allowed are 7a.m.- 5p.m. Monday-Friday only.
2. Legal access to the Mountain Rd. will be secured prior to any construction beyond Phase II.
3. Condominium Documents will be approved by the town attorney prior to the conveyance of any seasonal units.
4. The plan will be amended to show a 5% road gradient from the intersection of Founders Way with Route 1 to a point past the proposed intersection with the driveway to the abutting commercial lot.
5. Condominium Documents will be approved by the town attorney prior to the conveyance of any seasonal units.
6. Letter of credit will be submitted to the Town Planner for Phase I development in the amount of $2,648,000. Performance assurances will be submitted in an amount to be determined by the Town Planner for all site improvements associated with successive phases prior to the beginning of construction.
7. A Knox Box with key to the gate limiting access from Founders Road to Hidden Meadow Road shall be installed and the combination provided to the Arundel Fire Rescue Department.
8. The applicant shall adhere to all approved plans and specifications. Any amendment or alteration to the plans must receive prior approval of the Town Planner or the Arundel Planning Board.

SO APPROVED by the Arundel Planning Board this 8th day of April, 2010:



ARUNDEL PLANNING BOARD
FINDINGS OF FACT
EXTENSION OF SUBDIVISION APPROVAL
March 22, 2012

WHEREAS, on April 8, 2010 the Arundel Planning Board approved the final subdivision and conditional use application with conditions from **REM Development, LLC** (now known as Kennebunkport Cottage Preserve, LLC) to develop a 259 seasonal cottage resort on 294.3 acres located at 1976 Portland Road on Tax Map 11, Lot 9 & Map 15, Lots 6, 7, 9 and 13 in the BI district.

WHEREAS on September 22, 2010, the Arundel Planning Board granted REM Development LLC a waiver to construct the entry road to the Seasonal Cottage project at a 6.33% gradient rather than the 5% specified on the approved plans.

WHEREAS on October 14, 2010, the Arundel Planning Board granted REM Development LLC an amendment to the Final Approval to reduce the surety bond from the approved Phase I amount of $2,648,000 to an amount commiserate with the construction costs of the model unit area shown on the site plan provided that the amount of $22,000 allocated for the creation of a water pump station be included in the new surety amount.

WHEREAS, due to subsequent economic changes and unfavorable market conditions the applicant has postponed commencing Phase I of the approved project and has not completed all of the original conditions of approval, including the provision of performance sureties and condominium documents.

WHEREAS, on February 23, 2012 the applicant has submitted a request to extend the existing permit approval beyond the standard two (2) year limit as specified in Section 8.3.F.

WHEREUPON the Arundel Planning Board reviewed and given due consideration of the applicant's amended application and has arrived at the following:

FINDINGS OF FACT

1. The owner with right title and interest of Map 15, Lot 6, 7, and 13 are Kennebunkport Cottages LLC (formally REM Development , LLC) , while the owners of Map 15, Lot 9 are Susan and Daniel Whitten of Sanford Maine, and Map 11, Lot 9 is Porter Land Preservation LLC of Arundel Maine.

2. The applicants are the owners of record with right title and interest in Map 15, Lot 6, 7, and 13 and have executed options to purchase Map 11, Lot 9 and Map 15, Lot 9.

3. The combined property is located at 1976 Portland Road with an limited access ingress/egress provided to emergency vehicles from Mountain Road via Hidden Meadows Road;
4. The applicant proposes to develop 259 seasonal cottage units in a series of clusters and linear communities along the proposed Founders Way private drive. In addition the applicant proposes to reserve a 9.18 acre commercial lot that will access Route 1 via Founders Way but will be developed under a Conditional Use permit independent of the Season Cottage resort community.
5. Primary access shall be from Route 1 with the required secondary access shall be provided via a locked gate

6. Seasonal cottages proposed in the project will be occupied only between May 1 through October 31 of each year;

7. The 259 seasonal cottages shall be served by an on-site community septic system and potable water will be supplied by Kennebunk Kennebunkport Wells Water District. The applicant will contribute cash assistance to construct an off-site booster pump station to increase water pressure in the system to meet the needs of the facility and the rest of Rte 1 corridor.

8. The applicant has submitted plans and engineering drawings for the proposed storage areas in the following documents:

- A Maine DEP Site Location of Development Permit, Natural Resources Protection Act Permit, Tier 1 Wetlands Alteration Permit combined order L-21745-TC-E-N dated March 10, 2010, and a Water Quality Certification Amendment L-21745-28-D-A dated March 10, 2010 for the proposed project.

- Site Plan Set for the Arundel Seasonal Cottage Resort, prepared for REM Development LLC of Ashland Massachusetts by Stantec Consulting Services of Portland Maine dated 9/26/2008 with revisions through to February 15, 2010.

- Maine Department of Transportation Traffic Movement Permit date September 9, 2008 DIV .06-00086-A-M.

9. The applicant has contended that since the Seasonal Cottage Project involves multiple phases, the project is not required to complete the project within 2 years. The applicant is requesting that to avoid any confusion that a reasonable maximum start date should be established by the Planning Board.

THEREFORE BE IT RESOLVED that based on the above findings and conclusions the Arundel Planning Board hereby approves the extension of subdivision and conditional use approval of Kennebunkport Cottages, LLC located on Tax Map 11, Lot 9 & Map 15, Lots 6, 7, 9 and 13 in the BI district as shown on the approved plans, subject to the following conditions:

1. The applicant shall be granted a 2 year extension on the completion of the Sales area and model unit section as specified in the October 14, 2010 approval.
2. The applicant shall post a surety with the Town Planner in an amount agreed upon between the Town Engineer and the applicant to cover all site development costs within this phase within 120 days of this approval.
3. The applicant shall provide KKWW District with all remaining financial commitments to complete the booster pump station currently under construction at 1002 Portland Road.

SO APPROVED by the Arundel Planning Board this 22nd day of March, 2012:

Attested by Arundel Town Planner

ARUNDEL PLANNING BOARD
FINDINGS OF FACT
EXTENSION OF SUBDIVISION APPROVAL
March 13, 2014

WHEREAS, on April 8, 2010 the Arundel Planning Board approved the final subdivision and conditional use application with conditions from **REM Development, LLC** (now known as Kennebunkport Cottage Preserve, LLC) to develop a 259 seasonal cottage resort on 294.3 acres located at 1976 Portland Road on Tax Map 11, Lot 9 & Map 15, Lots 6, 7, 9 and 13 in the BI district.

WHEREAS on September 22, 2010, the Arundel Planning Board granted REM Development LLC a waiver to construct the entry road to the Seasonal Cottage project at a 6.33% gradient rather than the 5% specified on the approved plans.

WHEREAS on October 14, 2010, the Arundel Planning Board granted REM Development LLC an amendment to the Final Approval to reduce the surety bond from the approved Phase 1 amount of $2,648,000 to an amount commiserate with the construction costs of the model unit area shown on the site plan provided that the amount of $22,000 allocated for the creation of a water pump station be included in the new surety amount.

WHEREAS, on March 22, 2012 the applicant received an approval to extend the subdivision and conditional use permit for another two years to April 8, 2014.

WHEREAS, due to subsequent economic changes and due to the negotiation of a Tax Increment Finance District with the Town of Arundel, the applicant has postponed commencing Phase 1 of the approved project and has not completed all of the original conditions of approval, including the provision of performance sureties and condominium documents.

WHEREAS, since the public vote on the ratification of the Seasonal Cottage Tax Increment Finance District will not occur before June 11, 2014, the applicant has requested a one year extension of the permit as specified in Section 8.3.F.

WHEREUPON the Arundel Planning Board reviewed and given due consideration of the applicant's amended application and has arrived at the following:

FINDINGS OF FACT

1. The owner with right title and interest of Map 15, Lot 6, 7, and 13 are Kennebunkport Cottages LLC (formally REM Development , LLC) , while the owners of Map 15, Lot 9 are Susan and Daniel Whitten of Sanford Maine, and Map 11, Lot 9 is Porter Land Preservation LLC of Arundel Maine.

2. The applicants are the owners of record with right title and interest in Map 15, Lot 6, 7, and 13 and have executed options to purchase Map 11, Lot 9 and Map 15, Lot 9.

3. The applicant proposes to develop 259 seasonal cottage units in a series of clusters and linear communities along the proposed Founders Way private drive. In addition the applicant proposes to reserve a 9.18 acre commercial lot that will access Route 1 via Founders Way but will be developed under a Conditional Use permit independent of the Season Cottage resort community.

4. The applicant received all required subdivision and conditional use permits , as well as DEP and MDOT permits required for the project's approval and construction

5. The applicant has already made substantial financial investment into the project development by contributing $100,000 to the constriction of the KKWWD Pump Station located off of Portland Road that has represented a substantive start to the project and a major benefit to water service in the entire Route 1 corridor.

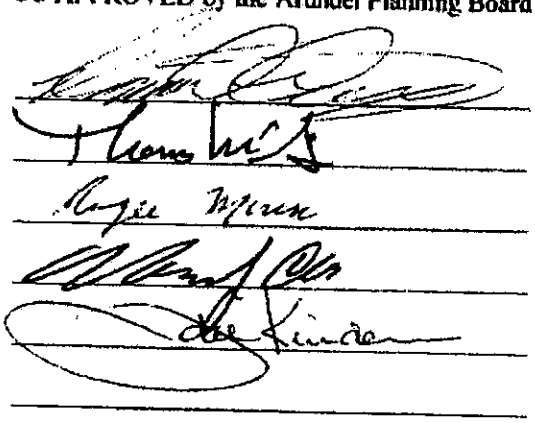
6. The applicant is currently in the process of preparing a Tax Increment Finance District and Development Program for the Town of Arundel that will insure that financing for infrastructure improvements and TIF revenues that will enable the Town to implement economic development improvements to substantially expand the non-residential tax base of the Town.

7. Since the Arundel-Kennebunkport Seasonal Cottage Project involves multiple phases, the entire project is not required to be completed within 2 years as with a standard unphased subdivision or conditional use/site plan application.

THEREFORE BE IT RESOLVED that based on the above findings and conclusions the Arundel Planning Board hereby approves the extension of subdivision and conditional use approval of Kennebunkport Cottages, LLC located on Tax Map 11, Lot 9 & Map 15, Lots 6, 7, 9 and 13 in the BI district as shown on the approved plans, subject to the following conditions:

1. The applicant shall be granted a one (1) year extension or to April 8, 2015 in order to begin substantial construction of the Sales area and model unit section as specified in the October 14, 2010 approval.
2. The Performance Assurance for completion of each phase shall be submitted to and approved by the Town Planner prior to the commencement of construction.

SO APPROVED by the Arundel Planning Board this 13th day of March, 2014:



SCHEDULE E

That portion of the Condominium subject to the development rights to create additional units, common elements and limited common elements as reserved in Article 8 of this Declaration consists of that parcel comprising the Condominium more particularly bounded and described in Schedule A hereto and designated on the Plat and Plans as the "Development Area", reference to which is hereby made.

SCHEDULE F

Those parcels of land subject to the development rights to add land to the Condominium, and to create additional units, common elements and limited common elements thereon as reserved in Article 8 of this Declaration consist of the parcels of land more particularly bounded and described as follows and designated on the Plat and Plans as the "Addible Land":

Parcel 1.

A certain lot or parcel of land situated in the Town of Arundel, County of York, State of Maine, situated on, and adjoining, the northwesterly side of U.S. Route 1, bounded and described as follows:

BEGINNING at a 5/8" rebar with survey cap #1279 found 6" tall in the northwesterly sideline of U.S. Route 1 at the southerly corner of land now or formerly of Elizabeth Ann Buzzell described in deed recorded in York County Registry of Deeds in Book 4499, Page 261;

THENCE, running South 21° 32' 19" West, along U.S. Route 1, a distance of 329.55 feet to a point to be marked with a 5/8" rebar with survey cap #2133;

THENCE, turning and running South 35° 24' 02" West, along U.S. Route 1, a distance of 71.02 feet to a point to be marked with a 5/8" rebar with survey cap #2133 at remaining land of Arundel-Kennebunkport Cottage Preserve LLC to be conveyed to Maine Department of Transportation;

THENCE, turning and running by said land to be conveyed to Maine Department of Transportation the following two (2) courses and distances:

1. South 39° 20' 31" West a distance of 352.27 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
2. South 35° 14' 09" West a distance of 142.73 feet to a point to be marked with a 5/8" rebar with survey cap #2133 at the southeasterly corner of Founders Drive as shown on "Arundel Seasonal Cottage Resort, Subdivision Plan, Arundel, Maine, Sheet 1 of 6" by Stantec Consulting Services, recorded in York County Registry of Deeds in Plan Book 347, Page 3.

THENCE, turning and running by Founders Drive the following two (2) courses and distances:

1. North 49° 45' 05" West a distance of 179.48 feet;
2. Northwesterly along a curve to the left having a radius of 1550.00 feet, chord bearing of North 56° 08' 32" West, chord length of 345.06 feet, an arc distance of 345.78 feet to a point to be marked with a 5/8" rebar with survey cap #2133 at remaining land of Arundel-Kennebunkport Cottage Preserve LLC;

THENCE, turning and running by remaining land of Arundel-Kennebunkport Cottage Preserve LLC the following three (3) courses and distances:

3. North 02° 46' 06" West a distance of 92.75 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
4. North 58° 46' 00" East a distance of 354.79 feet to a point to be marked with a 5/8" rebar with survey cap #2133;
5. North 43° 33' 39" East a distance of 499.95 feet to a point at land of said Buzzell;

THENCE, turning and running South 52° 00' 20" East, by said land of Buzzell, a distance of 314.60 feet to the point of beginning.

CONTAINING 9.19 acres, more or less.

Being a portion of the premises described in a deed from REM Development, LLC to Kennebunkport Cottage Preserve, LLC, now known as Arundel-Kennebunkport Cottage Preserve, LLC, dated July 1, 2010, and recorded in the York County Registry of Deeds in Book 15890, Page 767.

Said above-described parcel of land being "Lot C-1" as shown on "Arundel Seasonal Cottage Resort, Subdivision Plan, Arundel, Maine, Sheet 1 of 6" by Stantec Consulting Services, recorded in York County Registry of Deeds in Plan Book 347, Page 3, and being the "Commercial Lot", so-called, excepted and reserved in Schedule A hereto.

Further reference is made to the Plat and Plans described in Schedule C hereto.

Parcel 2:

A certain lot or parcel of land situated in the Town of Arundel, County of York, State of Maine, and situated southeasterly of, but not adjacent to, Mountain Road, and northwesterly of, but not adjacent to, Route 1, and being a portion of that parcel of land depicted as "Lot 3 Retained Land" on "Subdivision Plan of Hidden Meadows, Mountain Road, Arundel, Maine, for Record Owner: Porter Land Preservation, LLC" Sheets 2 and

3 of 8, dated October 28, 2005, by Sebago Technics, Inc., recorded in York County Registry of Deeds in Plan Book 312, Pages 19 and 20, bounded and described as follows:

BEGINNING at a point to be marked with a 5/8" rebar with survey cap #2133 in the northeasterly boundary of land now or formerly of Wasyl Hallczuk described in deed recorded in said Registry in Book 2181, Page 221, and at the westerly corner of that parcel of land conveyed by Porter Land Preservation, LLC and others to Arundel-Kennebunkport Cottage Preserve LLC by deed dated June 2, 2011, recorded in said Registry in Book 16106, Page 669; said point of beginning is also located North 53° 47' 53" West a distance of 35.05 feet from a 8" x 5" granite monument found 22 inches tall at the northerly corner of land of Arundel-Kennebunkport Cottage Preserve LLC described as Parcel B in deed from REM Development, LLC, to Kennebunkport Cottage Preserve LLC dated July 1, 2010, recorded in Book 15890, Page 767, and at the easterly corner of land now or formerly of Wasyl Hallczuk described in deed recorded in Book 2181, Page 221;

THENCE, running North 53° 47' 53" West, by said land of Hallczuk, a distance of 901.54 feet to a "5/8" rebar w/cap set" as shown on said Hidden Meadows plan;

THENCE, turning and running North 39° 59' 38" West, by said land of Hallczuk, a distance of 353.81 feet to a "5/8" rebar w/cap set" as shown on said Hidden Meadows plan in the southeasterly sideline of land now or formerly of Northern Utilities, Inc.;

THENCE, turning and running North 36° 40' 59" East, by said land of Northern Utilities, Inc., a distance of 508.86 feet to a proposed iron rod to be set at the southwesterly corner of "Open Space 2" as shown on said Hidden Meadows plan;

THENCE, turning and running North 74° 18' 54" East, by said "Open Space 2" a distance of 81.89 feet to a proposed iron rod to be set at the southwesterly corner of Lot 2 as shown on said Hidden Meadows plan;

THENCE, continuing North 74° 18' 54" East, by said Lot 2, a distance of 368.29 feet to a 5/8" rebar with survey cap #2170 found 14 inches tall in the westerly sideline of Hidden Meadows Drive and at the southeasterly corner of said Lot 2;

THENCE, turning and running South 04° 35' 37" East, by said Hidden Meadows Drive, a distance of 82.48 feet to a 5/8" rebar with survey cap #2170 found at the southwesterly corner of Hidden Meadows Drive;

THENCE, turning and running North 85° 24' 23" East, by said Hidden Meadows Drive, a distance of 50.00 feet to a 5/8" rebar with survey cap #2170 found at the southeasterly corner of Hidden Meadows Drive;

THENCE, turning and running North 86° 53' 09" East, by said Lot 1, a distance of 335.82 feet to a proposed iron rod to be set at the southwesterly corner of "Open Space 1" as shown on said Hidden Meadows plan;

THENCE, running by said "Open Space 1" the following three (3) courses and distances:

1. North 86° 53' 09" East a distance of 75.79 feet to a proposed iron rod to be set as shown on said Hidden Meadows plan;
2. North 08° 40' 49" East a distance of 228.61 feet to a proposed iron rod to be set as shown on said plan;
3. North 53° 19' 01" West a distance of 149.26 feet to a proposed iron rod to be set as shown on said plan at the easterly corner of land now or formerly of Benedict and Cathy Rush described in deed recorded in Book 14577, Page 669;

THENCE, continuing North 53° 19' 01" West, by said land of Rush, a distance of 426.51 feet to a proposed iron rod to be set in the southeasterly sideline of land now or formerly of Northern Utilities, Inc. as shown on said Hidden Meadows plan;

THENCE, turning and running North 36° 40' 59" East, by said land of Northern Utilities, Inc., a distance of 1510.68 feet to a stone wall at land now or formerly of Peter Moumouras described in deed recorded in Book 7063, Page 241;

THENCE, turning and running South 54° 37' 48" East, by said land of Moumouras, a distance of 195.81 feet to the westerly corner of land now or formerly of Richard A. & Sylvia Moreau described in deed recorded in Book 2963, Page 99;

THENCE, turning and running South 55° 22' 58" East, by said land of Moreau, a distance of 1610.33 feet to a "5/8" rebar w/cap set" as shown on said Hidden Meadows plan;

THENCE, turning and running South 41° 04' 43" West, by land of owner unknown, formerly Harvey L. Clough, described in deed recorded in Book 941, Page 322, a distance of 938.91 feet to a stone pile as shown on said Hidden Meadows plan;

THENCE, continuing South 41° 04' 43" West, by land of owner unknown, formerly of said Clough, a distance of 280.84 feet to a stone pile as shown on said Hidden Meadows plan at land of owner unknown, formerly Oscar Goulet described in deed recorded in Book 995, Page 310;

THENCE, turning and running South 41° 48' 39" West, by said land formerly of Goulet, a distance of 470.92 feet to an 8" x 8" tapered stone post 20 inches tall at the westerly

corner of said land formerly of Goulet and a corner of that certain parcel of land conveyed by Porter Land Preservation, LLC and others to Arundel-Kennebunkport Cottage Preserve LLC by deed recorded in Book 16106, Page 669;

THENCE, turning and running by said land conveyed by said Porter Land Preservation, LLC and others to Arundel-Kennebunkport Cottage Preserve LLC the following three (3) courses and distances:

1. North 52° 56' 09" West a distance of 41.96 feet to a point;
2. South 70° 32' 46" West a distance of 624.93 feet to a point;
3. South 39° 15' 27" West a distance of 745.77 feet to the point of beginning.

CONTAINING 97.61 acres, more or less.

ALL BEARINGS contained herein are based on the Grid North as derived from the "Subdivision Plan of Hidden Meadows" referenced above and also plan entitled "Standard Boundary Survey, Retracement Survey and Compilation of Plans of Property On/Or Near Route 1, Campground Road, & Mountain Road, Arundel, Maine, Owned By: REM Development, LLC, Daniel K. & Susan V. Whitten, Porter Land Preservation, LLC, for Arundel Seasonal Cottages" dated July 25, 2008, by Lower Village Survey Co., LLC, recorded in York County Registry of Deeds in Plan Book 347, Pages 1 and 2.

Further reference is made to the Plat and Plans described in Schedule C hereto.

BEING a portion of the premises conveyed to Porter Land Preservation, LLC by deed from Mary Fitanides dated October 5, 2004, recorded in Book 14249, Page 213.

Said above-described Parcel 2 is hereinafter referred to as the "Porter Land Preservation Parcel."

Arundel-Kennebunkport Cottage Preserve LLC holds an option to acquire the Porter Land Preservation Parcel, reference being made to a Fifth Amendment to Option Agreement dated as of March 1, 2015, and recorded in the York County Registry of Deeds in Book 17016, Page 368.