

**DECLARATION OF PROTECTIVE COVENANTS,  
RESERVATIONS, RESTRICTIONS, AND EASEMENTS  
OF  
BEACON RIDGE SUBDIVISION**

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND COMMON EASEMENTS, made this \_\_\_\_ day of \_\_\_\_\_, 2018, by Ecopath Developers LLC, a Maine limited liability company, with a mailing address of 17 Arrowhead Drive, Brunswick, Maine 04011 hereinafter referred to as the "Declarant".

WHEREAS, Declarant has acquired by warranty deed dated September 02, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33433, Page 70-72, a certain lot or parcel of land situated at Thomas Point Road, in the Town of Brunswick, County of Cumberland, and State of Maine, containing approximately 15.23 acres; and

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Brunswick, ME, which is a portion of the above-referenced land acquired from Sandy Ridge Corporation, which development is known as Beacon Ridge Subdivision and is more particularly described in a Plan entitled "Recording Plan For Beacon Ridge Subdivision" prepared by Little River Land Surveying dated September 19, 2016, revised on January 04, 2017, and approved by the Town of Brunswick Maine Planning Board on February 09, 2017, and recorded in the Cumberland County Registry of Deeds on May 01, 2017, in Plan Book 217, Page 146; and

WHEREAS, Declarant desires to provide for the improvement of Beacon Ridge Subdivision in accordance with a harmonious plan for the relative location of residential structures, garages, rights-of-way, easements, roads, common areas, and general land use, all to assure the purchasers of Lots in Beacon Ridge Subdivision, their heirs and assigns owning such Lots, that the use, benefit, and enjoyment of the individual Lots, common amenities, facilities, easements, and roads will not conflict with the harmonious plan; and

WHEREAS, the Declarant desires to create a residential area of Beacon Ridge Subdivision providing for the greatest possible degree of health, safety, environmental beauty, and amenity for the property owners and inhabitants thereof, and to affect the foregoing purposes, desires to subject the property to protective covenants and common easements and for the administration and enforcement of same.

NOW, THEREFORE, Declarant hereby declares that the property shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the protective covenants and restrictions, the reservations and exceptions and the common rights and easements, hereinafter set forth, all of which are declared to be in furtherance of a uniform scheme for the development of the property and that said protective covenants, reservations and common easements are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the Lots located thereon, to create mutual, equitable servitudes upon each of the Lots in favor of each and all other Lots therein and to create reciprocal rights and privities of contract and estate between all persons acquiring or owning any interest in any portion of the property including Declarant, and Declarant's grantees, successors, administrators, and assigns and shall be deemed to run with the land and be a burden and benefit to and enforceable by all such persons, including Declarant, and Declarant's grantees, successors, administrators, and assigns.

## **ARTICLE I** **Definitions**

The following words, shall, as used herein, have the following meanings, unless the context plainly requires otherwise:

- a. **Road.** All roads and ways as shown on the Plan of "Beacon Ridge Subdivision".
- b. **Declarant.** Ecopath Developers LLC, as aforesaid, and any successor to all of Declarant's right, title, and interest in and to the property.
- c. **Owner.** The record owner, whether one or more persons or entities, of the fee simple title to any Lot, but not including Declarant.
- d. **Lot.** Any one of the numbered Lots within the property as shown upon the Plan, which may hereafter be conveyed by Declarant.
- e. **Plan.** That Plan entitled "Recording Plan For Beacon Ridge Subdivision" prepared by Little River Land Surveying dated September 19, 2016, revised on January 04, 2017, and approved by the Town of Brunswick Maine Planning Board on February 09, 2017, and recorded in the Cumberland County Registry of Deeds on May 01, 2017, in Plan Book 217, Page 146.
- f. **Subdivision.** The Beacon Ridge Subdivision as shown on the Plan.

**ARTICLE II**  
**Supplemental Declarations**

This Declaration may be amended from time to time by Supplemental Declarations duly executed by the Beacon Ridge Homeowners Association pursuant to a two-thirds majority vote of the Owners and recorded in the Cumberland County Registry of Deeds, provided however, that so long as Declarant is the owner of one or more of the Lots, it may, in its sole discretion and without joinder of any owner, amend, revise or abolish any one or more of the provisions of this Declaration by instrument duly executed and recorded in the Cumberland County Registry of Deeds. No such amendment shall render invalid any use of subdivision land within the property existing in accordance with this Declaration at the time of recording such Supplemental Declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration.

No amendment is permitted contrary to any approvals granted by the Town of Brunswick or the State of Maine Department of Environmental Protection without the written consent of either the Town of Brunswick, Maine Department of Environmental Protection, as applicable.

**ARTICLE III**  
**Reservations and Exceptions**

There is hereby excepted and reserved to the Declarant, for so long as it shall own any portion of the Lots, the following:

- a. Roads. A right-of-way for all purposes over, under, across and through the Roads, together with the right to install and maintain utility poles and lines and water and sewer lines adjacent to, within or under the traveled portion of said Roads.
- b. Underground Utilities. Declarant reserves the right to grant easements for utility purposes to enter onto any Lot within fifteen (15) feet of the Road Lot line for the purpose of constructing, reconstructing, installing, replacing, and maintaining an underground or an above ground utility therein and to extend, connect to, and use in common any previously installed utility by the Lot Owner providing that promptly after such entry the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.
- c. Plan Easements. Declarant reserves the right to grant all easements shown on the Plan and all Lots are conveyed subject to the right of Declarant to grant such easement.
- d. Conveyance of Sewer Pump Station to Town. Declarant reserves the right to convey to the Brunswick Sewer District, upon acceptance by the Brunswick Sewer District, all sewer pump station equipment, forced main piping, lateral piping, and all other above-ground and underground sewer facilities connecting to the Brunswick Sewer District in the Town of Brunswick, Maine.

- e. Conveyance of Roads to Town. Declarant reserves the right to convey to the Town of Brunswick, upon acceptance by the Town of Brunswick, all Roads shown on the Plan. Such conveyance may be in phases as approved by the Town of Brunswick.

Each owner of a Lot shall execute such confirmations of the foregoing easements as may be requested by the Declarant or its assigns.

#### **ARTICLE IV** **Common Rights and Easements**

Each conveyance of a Lot shall be deemed to be subject to and benefitted by, as the case may be, the following:

- a. Access. A right-of-way for all purposes over and along the Roads in the subdivision as said is shown on the Plan, in common with Declarant and in common with the Owners of the other Lots.
- b. Plan Easements. All Lots shall be subject to all restrictions, easements and matters shown on the Plan or existing on the face of the earth, including without limitation the perpetual rights of the Declarant, and the Town of Brunswick, their respective successors and assigns, for the benefit of the Declarant, the Town, and all other Lots to construct, use, maintain, and repair all roads, sidewalks, hydrants, drainage, flowage and utility improvements, ditches and swales, and all utility lines, poles, wires, piles, manholes and conduits as shown on or referred to in the Plan approved by the Town of Brunswick Planning Board, including without limitation, the following perpetual rights and easements:
  - (i) All Drainage and Maintenance Easement areas on all Lots for the benefit of the Town of Brunswick over Lots 1 through 23 as shown on the Plat including without limitation the perpetual right to alter the surface of the earth, to alter the flowage and divert storm waters, to install, maintain, inspect, repair and replace berms, outfalls, conduits, pipes, catch basins, hydroflow devices and other accessories and improvements. Except for the foregoing easement holders, no other person shall place or maintain structures in the easement area.
  - (ii) Open Space. In compliance with the Town of Brunswick Zoning Ordinance, the subdivision has 4.89 acres of dedicated Open Space, as shown on the Plan, which is dedicated to the Beacon Ridge Homeowners Association. The establishment of this Open Space common area is to ensure that such area will be retained forever in its natural undeveloped condition and to protect and conserve the natural condition of such area for the subdivision. No excavation, dumping, paving, or other alterations shall be made to the surface of the Open Space. The right to clear and restore forest cover and other vegetation that is damaged by forces of nature is at the discretion of Beacon Ridge Homeowners Association.

- (iii) Drainage Easement. A Drainage easement over Lot 6, as shown on the Plan, will be granted to the Town of Brunswick.
  - (iv) Sewer Easement. A Sewer Easement for the benefit of the Brunswick Sewer District including without limitation, the perpetual right to maintain, inspect, repair, or replace any property owned by the Brunswick Sewer District.
  - (v) Sewer Tap Easement. An easement to tap the underground sewer lines installed in Beacon Ridge Subdivision is granted for the benefit of any and all buildings constructed on Lot 24 of Evergreen Drive. This Lot 24 also referred to as 5 Evergreen Drive Brunswick, ME 04011, Tax map/lot 42-64, is currently owned by PAS Construction LLC by way of a Warranty Deed dated December 16, 2016 recorded in the Cumberland County Register of Deeds, Book #33697, Page #141.
  - (vi) Utility Easement. Easements for above ground and underground electrical utilities are granted to Central Maine Power Company. Such easements are recorded in the Cumberland Registry of Deeds as [1] DOC 6576; BK 34646; PG 330; 02/09/2018; [2] DOC 6579; BK 34646; PG 333; 02/09/2018; [3] DOC 7007; BK 34652; PG 140; 02/13/2018.
  - (vii) Entrance Signage Easement. A signage easement to benefit the Beacon Ridge Homeowners Association will be located on Lot 1, as shown on the Plan, for the purpose of installing an entrance sign/monument for Beacon Ridge Subdivision. The Beacon Ridge Homeowners Association shall have the right to maintain, replace, and repair the entrance sign and surrounding landscaping.
- c. Set-Back Requirements. Lots 1 through 23 are all subject to the undisturbed building set back requirement as shown on the Plan within the respective building set back areas on each Lot, such area shall be maintained in an undisturbed condition, except for any applicable driveway installation or removal of dead or dying trees and brush, unless otherwise approved by the Beacon Ridge Homeowners Association. This restriction shall not preclude the Town of Brunswick from performing drainage and roadway improvements within their easement areas.
- d. Fire Suppression. The Lots in Beacon Ridge Subdivision are located in the “out of hydrant district” with the nearest fire hydrant being 3000 LF away from Beacon Drive, as of the date of the filing of these Covenants. This condition of limited water supply at the site of the subdivision may result in increased homeowner insurance rates. It is a requirement of the Town of Brunswick, that a seller of any Lot shall disclose this limitation to any prospective buyer prior to any sale and that this information is included on any deed.
- e. Plan Notes. All General Notes and other matters as shown on the Plan shall be and hereby are deemed to be incorporated in any and all deeds to Lots sold by reference to the Plan and any amendments thereto.

Each owner of a Lot shall execute such confirmations of the foregoing easements as may be requested by the Declarant or its assigns.

**ARTICLE V**  
**Protective Covenants and Restrictions**

- a. Residential Use. No Lot shall be improved or used except for single family residential purposes, with no more than one principal residence and improvements accessory thereto.
- b. Architectural Review. Prior to commencement of construction of any building or subsequent additions thereto, the Lot owner shall submit to Declarant, its successors or assigns, the following: (a) a site plan showing the location on the Lot of the dwelling, the garage, the driveway and all walks, and patios; (b) floor plans for the dwelling; and (c) elevation plans showing all facades of all buildings on the Lot and proposed landscaping. The Declarant shall review such plans and any additional specifications submitted by the Lot owner to ensure that in Declarant's sole discretion, the type and style of architecture, the type and quality of the building materials used, and the builder or construction company are of a character and quality harmonious with the Beacon Ridge Subdivision and in conformance with this Declaration. The Declarant shall approve such plans in writing provided that they conform to these restrictions and that construction in accordance with such plans will not be detrimental to the development. The building on each Lot shall be constructed only in conformity with such approved plans. Upon completion, all dwellings and additions thereto shall be deemed to have complied with the paragraph. The purpose of this approval is to assure compliance with the overall development and environment of Beacon Ridge Subdivision.
- c. Approval of Contractors/Subcontractors. Prior to commencing any construction, all Lot owners, if not a general contractor, shall submit to Declarant for approval all contractors performing any construction of single family homes to be built on any Lot within the subdivision. Such approval shall be based on the experience, expertise, work quality, complaint history, financial ability and references provided by any such contractor or subcontractor.
- d. Construction Standards. It is the intention of the Declarant that the following standards and requirements for construction of dwellings on the property shall insure that all such dwellings will be of design, quality, workmanship, and materials which are compatible and harmonious with the natural setting of the area and completed in accordance with the following standards and requirements:
  - i. No structure shall be erected on any lot except one detached single family, residential dwelling which shall have not more than two stories in height and containing not less than 1,400 square feet of heated living space for a one-story design and not less than 1,700 square feet for a two story home, exclusive of open or

screened-in porches, garages, attics, and basements, unless otherwise approved by the Declarant.

ii. Construction of all principal and accessory structures shall be within the allowable building envelopes for each respective Lot.

iii. All houses shall be erected with a continuous foundation and shall include a heating system for year-round occupancy.

iv. All houses shall be constructed with at least a two (2) car garage, attached or detached, constructed at the same time of the primary residence.

v. Each Lot shall be constructed and maintained with an asphalt paved, or other approved surface, driveway and walkway to the front door.

vi. The design of residential dwelling and other acceptable buildings, including, but not limited to, materials, colors, textures, building shape, roof lines, window treatment, and site orientation shall be of a character harmonious with the natural beauty of the Beacon Ridge Subdivision environment.

vii. No dwelling or other building erected on any Lot will be covered with tar paper, asphalt siding, or corrugated metal siding but shall be covered with clapboards, shingles, premium vinyl siding or other suitable material. Roofs of all buildings erected on any Lot shall be no less than a six inch (6") pitch, as seen from the street.

viii. Residences shall not be of the split-foyer or raised ranch design. Log cabin homes and mobile homes are prohibited. Modular homes must be approved by the Declarant.

ix. Homes will be constructed giving high consideration to energy efficient materials, high efficiency heating and cooling systems, complete thermal enclosure, efficient lighting and appliances. It is encouraged that all builders have a Home Energy Rating System (HERS) test performed on their homes with the goal of striving to achieve an Energy Star rating or better.

x. Fuel tanks for heating purposes only shall be located in the basement or garage of the building or underground in compliance with all laws and regulations. All types of exterior fuel tanks shall be buried or screened by fencing or vegetation so as not to be seen from the street.

xi. The water supply for each Lot shall be provided by private wells.

xii. Each dwelling shall be marked with dwelling identification numbers located by or on the front door or near the driveway entrance. Dwelling identification numbers are required on all mailboxes. Declarant reserves the right to approve the design and construction of all mailboxes, so that they are consistent and uniform throughout the neighborhood.

xiii. Substantially all the landscaping shown in the plans submitted to and approved by the Declarant must be completed prior to or within the first growing season of occupancy whichever occurs sooner. All lots shall be hydro-seeded to establish lawns. The fronts of all homes must be landscaped and mulched. Each front lawn must have an approved, newly planted hardwood tree that measures at least 2" in diameter at the trunk area that is approximately 12 inches from the base of the tree.

xiv. Construction Progress. During construction, Lot owners or the Lot owner's contractor must maintain the site in a neat and orderly fashion. Construction debris shall be placed in dumpsters or disposed of at the end of each work day. Any damage to roads, asphalt paving, utility lines, landscaping, or other development work done in the subdivision caused by any Lot owner or his/her contractor shall be promptly repaired by the Lot owner at their sole expense, or an amount agreed upon to be paid to the Declarant who will make the necessary repairs.

xv. Completion of Construction. Any construction, including landscaping, commenced on any Lot shall be completed within a period of 12 months from the date construction originally commenced.

xvi. All construction activities, including the placement of all building structures on the site, shall be in accordance with all applicable local and state laws, codes, ordinances, and regulations.

- e. Prohibition on Subdividing Land. No Lot division shall be permitted.
- f. Road Maintenance. The Declarant shall construct the roadways designated on the Plan, in phases, in accordance with the Plans and specifications approved by the Planning Board for the Town of Brunswick, Maine. Upon completion of the Roads, Declarant may submit the Roads to the Town of Brunswick for acceptance, but it is understood that the Town has no obligation to accept said roads.
- g. Maintenance. All Lots, including the common areas, shall be maintained in a neat, attractive manner and kept in good repair. Every domestic water supply system and sewage disposal system shall be kept and maintained in compliance with all federal, state, and local requirements and in compliance with the provisions of this Declaration.
- h. Surface Water. No Owner of a Lot, his agents, or successors in interest shall alter the natural course of surface water on any Lot in a way which would alter the natural flow of such water across any other Lot, unless such alteration is approved by the Owners of all Lots affected.
- i. Tree Cutting. Any cutting of trees shall be done in compliance with any State of Maine statute or Town of Brunswick ordinance in existence at the time of cutting. In addition thereto, very limited tree cutting is permitted in the set-back buffer areas,



excluding areas in the building envelope that would include driveways, drilled wells, and buildings. The purpose of limiting tree removal in the set-back areas is to maintain a natural buffer between each dwelling and preserve the forested nature of the land. Area of tree removal shall be revegetated to the extent practical and in an effort to maintain the natural beauty of the environment. This section shall not preclude the removal of diseased or naturally damaged trees.

- j. Commercial Uses. No trade, business, profession, or commercial trade shall be conducted on any Lot unless:
  - i. There is no service to customers, patients, or clients on the premises.
  - ii. There is no shipping of goods, products, or inventory from the premises.
  - iii. There is no noise, odor, or other non-visual indication that a business is operated on the premises.
  - iv. There are no employees other than the Owner(s) of the premises.
  - v. There is no advertisement of the business on the premises.
- k. Signage. No Lot owners shall place or allow to be placed any signs or advertising devices including commercial, political, informational, or directional signs or devices, except only that a Lot owner may install a "For Sale" or "For Rent" sign referring only to a Lot residence thereon. Signs for a one day event such as "Yard Sale" are permitted.
- l. Animals. The keeping of dog kennels, livestock, or other animals shall not be permitted on the property except household pets normally housed in a single family residence.
- m. Unregistered Motor Vehicles. Any unregistered motor vehicle(s) must be kept in an enclosed garage. No house trailer, business or commercial vehicle, or vehicle of similar nature shall be brought upon, maintained, or be permitted to remain on the property except a business vehicle normally used by a Lot Owner in his or her occupation, which may remain on the property provided the vehicle is parked in an enclosed garage.
- n. Tractor Trailers. No tractor trailers may be kept on any property located in the subdivision.
- o. Recreational Vehicles. All recreational vehicles and boats shall be maintained in a neat and orderly fashion and screened from view, if possible.
- p. Antennae/Satellite Dishes. No large television antennae are permitted. Satellite dishes, DirectTV, DishTV or other similar sized satellite dishes are permitted subject to the restriction that they be installed such that they are not visible from the Road. Man made or natural screening may be used to satisfy the requirement that the satellite dish not be visible from the road.
- q. Lawn Fertilizer. Only natural and/or organic based fertilizer may be used on lawns.

- r. Trash. Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from the Road or any other Lot.
- s. Fencing. No fencing shall be constructed any closer to the front of the Residence and the street than a line extending from the rear of the Residence or the rear of the garage. No chain link fencing is permitted in the subdivision. Fences made of cedar or high end vinyl may be permitted, subject to the discretion of the Declarant prior to turnover, or Beacon Ridge Homeowners Association thereafter.
- t. Exterior Lighting. Outdoor flood lighting shall be installed in such a manner that it will not shine on other lots or homes in the development.
- u. Common Area. A right of access to and use of the Open Space as shown on the Plan, is permitted for all Lot Owners. Any clearing, filling, dumping, grading, or building within any Open Space area as depicted on the recorded Subdivision Plan shall constitute an amendment to the Subdivision Plan and shall require prior approval from the Town of Brunswick.

#### **ARTICLE VI** **Homeowners Association**

The owner of each parcel within the property, or his heirs, successors, or assigns, shall automatically, during the period of his ownership and by virtue of said ownership, be a member of the Beacon Ridge Homeowners Association so long as he retains title to any parcel on the Plan.

- a. Purposes. The purposes of the Association shall be the operation and maintenance of the roads, if applicable, in the subdivision and any other common facilities of limited or general use located within the common areas; the administration and enforcement of the protective covenants and easements set forth in this Declaration; the general protection of the property; and the performance of any functions relating to the use, maintenance, or improvement of the property required by this Declaration or which may be approved by vote of the owners.
- b. Bylaws. The Association shall be organized and operated pursuant to the Bylaws of Beacon Ridge Subdivision Homeowners Association, which Bylaws shall be recorded in the Cumberland County Registry of Deeds, as amended from time to time by the Association.
- c. Voting. Each owner, by virtue of his ownership of a parcel, shall automatically be entitled to the votes as provided for in the Bylaws of the Beacon Ridge Homeowners Association.

d. Assessments.

- i. Each owner shall be assessed by the Association, at least annually, a fee covering his share of the net costs of carrying out the functions and purposes of the Association. The fees shall be computed and collected in accordance with the Bylaws of the Association. The collection of the assessments may be made in advance and limited reserves may be maintained in order to ensure that the purposes and obligations of the Association are carried out in a timely manner.
- ii. Initial Deposit for Reserves. Upon the initial conveyance of each Lot, the Declarant shall require each Lot Owner to deposit with the Association an amount of \$200.00, two hundred dollars. Such funds shall be held without interest by the Association as a reserve for expenses. No such deposit shall excuse any subsequent payment of an annual assessment. The Association shall have no duty to refund any such deposit when the Lot to which it relates is transferred, but the Lot Owner may, if so provided in any agreement relating to the transfer, recover an amount equal to such deposit from his or her transferee.
- iii. Such assessments as collected by the Association shall include any municipal taxes as charged against the common areas or the roads. Each owner shall pay a share of such tax proportionate to the number of parcels owned by him.
- iv. Such assessments, together with interest thereon, and cost of collection as provided in said Bylaws shall be charged upon each parcel of the owner against whom each assessment is made. If any assessment is not paid when stated to be due, then such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eighteen (18) percent per annum from the due date and any owner or owners, or the Association, may bring an action at law or equity against any owner obligated to pay the same to enforce payment of the same. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the courts, together with the costs of the action.

**ARTICLE VII**  
**Declarant's Reserved Rights**

The conveyance of the Lots to Lot Owners shall be subject to the following rights reserved by the Declarant until the construction, marketing and sale of all Lots in the Subdivision are completed to:

- a. Change the size, number and location of Lots and other improvements and the size, layout and location of any Lot for which a Purchase and Sale Agreement has been executed by Declarant. The change or changes shall be effective upon the recording by the Declarant of an amendment to this Declaration and the recording by the Declarant of a modified Plan indicating the changes made and that such changes made have been approved by the Town of Brunswick Planning Board or the Maine Department of Environmental Protection, if applicable.
- b. Locate on the Subdivision, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities, including but not limited to water, electric, telephone, fuel oil and sewer, all subject to any required approval(s) by the Town of Brunswick.
- c. Connect with and make use of utility lines, wires, pipes and conduits located in the Subdivision for construction and sales purpose, provided that the Declarant shall be responsible for the cost of service so used.
- d. Use the Road shown on the Plan for ingress and egress and use the Subdivision for the storage of construction materials and equipment used in the completion of the Subdivision.
- e. Install and maintain signs and lighting for sales purposes.
- f. With respect to any Lots remaining unsold by Declarant, Declarant may let or lease such Lots to any person in as Declarant's sole discretion.

This article shall not be amended without the consent of the Declarant so long as the Declarant owns any of the Lots in the Subdivision.

The rights and obligations of the Declarant under this Declaration may be transferred by the Declarant to a successor developer by instrument duly executed and recorded in the Cumberland County of Deeds.

## **ARTICLE VIII** **Enforcement**

The provisions of this Declaration may be enforced by any Lot Owner or Owners. The Declarant may, but shall not be required to, enforce the provisions of this Declaration.

IN WITNESS WHEREOF, the said Declarant has caused this instrument be executed by

Paul A. Sharon, mgr., thereunto duly authorized this 19 day of April 19<sup>th</sup>, 2018.

WITNESS

Ecopath Developers LLC

*Paul A. Sharon*

*Paul A. Sharon*

By: Paul A. Sharon  
Its: Managing Member

STATE OF MAINE  
Cumberland, ss.

April 19<sup>th</sup>, 2018

Personally appeared before me, Paul A. Sharon, acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Ecopath Developers LLC.

Before me,

*Rachelle Gauthier*  
Notary Public



**Rachelle Gauthier**  
Notary Public, State of Maine  
My Commission Expires April 7, 2024

EXHIBIT A

EASEMENTS, DEEDS, RECORDED DOCUMENTS

[1] Recording Plan For Beacon Ridge Subdivision; dated September 19, 2016; revised on January 04, 2017; approved by the Town of Brunswick Maine Planning Board on February 09, 2017; and recorded in the Cumberland County Registry of Deeds on May 01, 2017; Plan Book 217; Page 146.

[2] Easement Deed to Brunswick Sewer District; granting all sewer installations to the Brunswick Sewer District; recorded in the Cumberland County Registry of Deeds on April 19 , 2018; Book 34788 , Page 095 .

[3] Warranty Deed to Town of Brunswick; Dedication of Beacon Drive to the Town of Brunswick; recorded in the Cumberland County Registry of Deeds on July 10 , 2018; Book 35050 , Page 216 .

[4] Easement Deed to Town of Brunswick; Drainage easement over Lot 6; recorded in the Cumberland County Registry of Deeds on July 10 , 2018; Book 35050 , Page 214 .

[5] Easements to Central Maine Power Company; Such easements are recorded in the Cumberland Registry of Deeds as [i.] DOC 6576; BK 34646; PG 330; 02/09/2018; [ii.] DOC 6579; BK 34646; PG 333; 02/09/2018; [iii.] DOC 7007; BK 34652; PG 140; 02/13/2018.

[6] Easement Deed to Beacon Ridge Homeowners Association; Signage Easement on Lot 1; recorded in the Cumberland County Registry of Deeds on April 19 , 2018; Book 34788 , Page 098 .

[7] Easement Deed to PAS Construction LLC; Sewer Tap Easement for Lot 24, Evergreen Drive; recorded in the Cumberland County Registry of Deeds on April 19 , 2018; Book 34788 , Page 095 .

Received  
Recorded Register of Deeds  
Apr 19, 2018 02:24:04P  
Cumberland County  
Nancy A. Lane