



# WARRANTY DEED

33 M.R.S.A. §763; 33 M.R.S.A. §775 (1)

KNOW ALL MEN BY THESE PRESENTS, THAT CROBB BOX COMPANY, a Maine Corporation, of Ellsworth, Hancock County, Maine, with a mailing address of P. O. Box 247, Ellsworth, ME. 04605, for consideration paid, GRANTS to JOHN M. MAXWELL and LYNETTE A. MAXWELL, as joint tenants, of Austin, Travis County, Texas, with a mailing address of 12817 Hacienda Ridge, Austin, TX. 12805, with WARRANTY COVENANTS, a certain lot or parcel of land, situated in Bar Harbor, Hancock County, Maine, described in Exhibit A annexed hereto.

Together with all rights, easements, privileges and appurtenances belonging to the granted estate.

WITNESS its hand and seal this 24<sup>th</sup> day of September, 2010.

CROBB BOX COMPANY by:

  
Peter L. Richardson, Its President

STATE OF MAINE  
COUNTY OF HANCOCK

September 24, 2010

Personally appeared the above named Peter L. Richardson, the duly authorized President of Crobb Box Company and acknowledged the foregoing instrument to be the free act and deed in his said capacity and the free act deed of Crobb Box Company.

Before me,

  
Notary Public/Attorney at Law

William W. Form  
Notary: Print or Type Name

My Commission Expires: 03/30/13

**SEAL**

MAINE REAL ESTATE  
TRANSFER TAX PAID



**EXHIBIT A**

A certain lot or parcel of land situated in Bar Harbor, Hancock County, Maine, being more particularly described as Lot 16 on a plan entitled "Thundermist Road Subdivision" dated February 28, 1977, by Main-Land Development Consultants, Inc., recorded in the Hancock County Registry of Deeds in File #18, No. 162, to which further reference is hereby made.

Lot 16 contains an area of 3.2 acres all as according to said plan.

Each Lot together with a one twenty-sixth (1/26) interest in the road depicted as the way on said plans, a one twenty-sixth (1/26) interest in the common area as depicted on said plans, and a one twenty-sixth (1/26) interest in the nature park as depicted on said plans, said one twenty-sixth (1/26) interest to be used in common with others having similar rights therein. The one twenty-sixth (1/26) interest to the way, common area, and nature park shall be appurtenant to the lot described above.

Together with a right of way for all purposes of a way depicted on said plans, to which further reference is hereby made.

Subject to the conditions and restrictions as set forth on the plan recorded in said Registry in File #18, No. 162, to which further reference is hereby made.

Subject also to the following restrictions and conditions:

1. The premises shall be used only for the purpose of erecting one single family residence of at least 1500 square feet of living area. The only other buildings allowed on the lot will be a garage and accessory buildings. All construction shall be completed within twelve (12) months from the start of any such construction, and all landscaping shall be completed within twelve (12) months subsequent to the date of completion of the construction. All buildings shall be sited and designed with Grantor approval.
2. The Grantee will contribute proportionately to the maintenance of the roadways and any common areas contained in the subdivision to which the property hereby conveyed is a part.
3. No trash, inoperable motor vehicles, noisy animals, farm animals, including horses, shall be permitted on the premises.
4. Snowmobiles and All-Terrain vehicles will not operate within the subdivision.
5. All trees and other natural phenomena such as rocks and ledge outcroppings shall be left in their natural condition with the exception of the portion of the property utilized for the construction of permitting structure including driveways. All trees with a trunk diameter of more than six (6) inches shall be left in place unless their removal has been approved by developer.





6. No further subdivision of the lots shall be allowed. Mobile or manufactured homes, either temporary or permanent shall not be allowed.

7. All construction and other activities shall further be in compliance with all rules and regulations promulgated from time to time by the various governing administrative agencies, i.e., Town of Bar Harbor, County of Hancock, State of Maine, etc.

8. Recreational vehicles and boats may only be stored in enclosed buildings.

9. There shall be no business or commercial activity of any nature conducted upon the premises. The rental of the premises or any portion thereof for residential purposes shall not be considered a "business or commercial activity".

10. The Grantees shall not, nor permit others, to hunt, trap or in any other manner disturb the wildlife on the conveyed premises and common areas.

11. The Grantees by their acceptance of this deed acknowledges that they will abide by the Declaration of Covenants of the Thundermist Homeowners' Association.

12. The restrictions and covenants set forth above may be enforced by the owner of any other lot in said subdivision, or the association established thereunder.

③

#1



NEW YORK STATE  
SEAL

ROW  
Parcels  
Town Boundary  
Highways  
Buildings  
Road Centerlines  
Streams  
Lakes & Ponds  
Mask  
Atlantic Ocean

0 400 800 ft

Printed on 08/08/2025 at 01:42 PM

MapsOnline

# Town of Bar Harbor Property Summary Report

## 107 THUNDERMIST ROAD

Map and Lot Number:	205-015-000
Location:	107 THUNDERMIST ROAD
Owner Name:	MAXWELL, JOHN M
Alternate Id Number	13A-0-86-16

Owner of Record	Current Parcel Value	
MAXWELL, JOHN M	Land:	\$627,700.00
MAXWELL, LYNETTE A	Buildings:	\$0.00
12817 HACIENDA RIDGE		
AUSTIN, TX 78738	<b>Total</b>	<b>\$627,700.00</b>

Ownership History			
Owner Name	Book and Page	Sales Date	Sale Price
MAXWELL, JOHN M	5489/ 0253	09/26/2010	\$297000
CROBB BOX COMPANY	1476/ 0606	09/21/1983	\$0

Land Value Summary	
Lot Size	Assessing Value
3.20	\$627,700.00

Land Line Summary	
Use Code	Use Description
1302	RES LAND OCEAN

Accessed on 08/08/2025 from  
[http://mapsonline.net/barharborme/web\\_assessor/search.php?offset=0&owner=&pid=205-015-000&streetName=&streetNum=&streetUnit=](http://mapsonline.net/barharborme/web_assessor/search.php?offset=0&owner=&pid=205-015-000&streetName=&streetNum=&streetUnit=)

Town of Bar Harbor Property Summary Report	
107 THUNDERMIST ROAD	
Map and Lot Number:	205-015-000
Location:	107 THUNDERMIST ROAD
Owner Name:	MAXWELL, JOHN M
Alternate Id Number	13A-0-86-16

Building 1 Value Summary					
Sect. #	Living Area	Replacement Cost	Year Built	% Good	Replace Cost Less Depr
1	0	\$0.00	0		\$0.00
<div></div>					

Construction Detail Building 1					
Style		Roof Structure		Heat Type	
Model	Vacant	Roof Cover		AC Type	
Grade		Interior Walls 1		Total Bedrooms	
Stories		Interior Walls 2		Total Full Baths	
Occupancy		Floor Cover 1		Total Half Baths	
Ext. Wall 1		Floor Cover 2		Total Rooms	
Ext. Wall 2		Heat Fuel			

Outbuildings		
Code	Description	Number of Units/Size

Extra Features		
Code	Description	Number of Units/Size
<div></div>		

Accessed on 08/08/2025 from  
[http://mapsonline.net/barharborme/web\\_assessor/search.php?offset=0&owner=&pid=205-015-000&streetName=&streetNum=&streetUnit=](http://mapsonline.net/barharborme/web_assessor/search.php?offset=0&owner=&pid=205-015-000&streetName=&streetNum=&streetUnit=)

Property Location 107 THUNDERMIST ROAD Map ID 205 / 015/ 000/ Bldg Name Sec # 1 of 1 Card # 1 of 1 State Use 1302  
 Vision ID 2257 Account # 205-015-000 Bldg # 1 Print Date 4/9/2025 11:01:03 AM

CURRENT OWNER		TOPO	UTILITIES	STRY / ROAD	LOCATION	CURRENT ASSESSMENT										
MAXWELL, JOHN M		4 Rolling	0 None	1 Paved	7 Waterfront	Description	Code	Appraised	Assessed							
MAXWELL, LYNETTE A					3 Rural	RES LAND	1302	627,700	627,700							
12817 HACIENDA RIDGE																
AUSTIN TX 78738																
<b>SUPPLEMENTAL DATA</b> Alt Prcl ID 13A-0-86-16 Prop Size Val Cls 1 Tree Growt GASB 34 I Listed for GIS ID 205-015-000 Assoc Pid#																
Total						627,700	627,700									
<b>RECORD OF OWNERSHIP</b>																
MAXWELL, JOHN M		BK-VOL/PAGE	SALE DATE	QU	V/I	SALE PRICE	VC									
CROBB BOX COMPANY		5489 1476	0253 0606	09-28-2010	U I	297,000	0									
<b>PREVIOUS ASSESSMENTS (HISTORY)</b>																
Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed								
2025	1302	627,700	2025	1302	583,000	2024	1302	583,000								
Total		627,700	Total		583,000	Total		583,000								
<b>EXEMPTIONS</b>																
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int								
Total		0.00														
<b>OTHER ASSESSMENTS</b>																
<b>ASSESSING NEIGHBORHOOD</b>																
Nbhd	Nbhd Name	B	Tracing	Batch												
0001																
<b>NOTES</b>																
<b>BUILDING PERMIT RECORD</b>																
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments								
<b>VISIT / CHANGE HISTORY</b>																
Date	Id	Type	Is	Cd	Purpost/Result											
05-12-2021	SS			16	Field Review											
12-08-2006	MAP			50	Listed For Sale											
06-20-2006	PR			16	Field Review											
09-26-2005	DM			99	Vacant Land											
<b>LAND LINE VALUATION SECTION</b>																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1	1302	RES LAND OCE	FF		43.560	SF	4.32	1.00000	5	1.00	125	2.500		1.0000	10.8	470,400
1	1302	RES LAND OCE			2.200	AC	13,000.00	1.00000	5	1.00	125	2.500		1.0000	32,500	71,500
1	1302	RES LAND OCE			264.000	FF	130.00	1.00000	5	1.00	125	2.500		1.0000	325	85,800
Total Card Land Units					3.20	Ac.	Parcel Total Land Area					3.20	Total Land Value			627,700



BAR HARBOR, ME  
3403

State Use 1302  
Print Date

No Sketch

PROPERTY LOCATED AT: 107 Thundermist Road, Bar Harbor, ME 04609**PROPERTY DISCLOSURE – LAND ONLY**

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.****SECTION I – HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on your property? ..... ☐ Yes ☒ No ☐ Unknown

If Yes: Are tanks in current use?..... ☐ Yes ☐ No ☐ Unknown

If no longer in use, how long have they been out of service? N/A

If tanks are no longer in use, have tanks been abandoned according to DEP?..... ☐ Yes ☐ No ☐ Unknown

Are tanks registered with DEP?..... ☐ Yes ☐ No ☐ Unknown

Age of tank(s): N/A Size of tank(s): N/A

Location: N/A

What materials are, or were, stored in the tank(s): N/A

Have you experienced any problems such as leakage: ..... ☐ Yes ☐ No ☐ Unknown

Comments: None

Source of information: Seller, public information

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ..... ☐ Yes ☒ No ☐ Unknown

LAND FILL:..... ☐ Yes ☒ No ☐ Unknown

RADIOACTIVE MATERIAL:..... ☐ Yes ☒ No ☐ Unknown

METHAMPHETAMINE:..... ☐ Yes ☒ No ☐ Unknown

Comments: None

Source of information: Seller, Public records

**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

Buyer Initials \_\_\_\_\_

Page 1 of 4

Seller Initials MAA IAA

RE/MAX Collaborative, 556 Hammond Street Bangor ME 04401  
Cindy Gannon

2077173084

107 Thundermist



DocuSign Envelope ID: BFAFE132-11E5-4770-B6B3-9ACC2C8E09B9

PROPERTY LOCATED AT: 107 Thundermist Road, Bar Harbor, ME 04609**SECTION II — ACCESS TO THE PROPERTY**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? ..... ☒ Yes ☐ No ☐ Unknown

If Yes, explain: Deed RestrictionsSource of information: Seller, Deed

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass?..... ☒ Yes ☐ No ☐ Unknown

If No, who is responsible for maintenance? \_\_\_\_\_

Road Association Name (if known): Thundermist Road Association, Last known fee \$550/yearSource of information: Seller, Public Records, Deed, Association Document**SECTION III — FLOOD HAZARD**

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? ..... ☐ Yes ☐ No ☒ Unknown

If Yes, explain: N/A

Have any flood events affected a structure on the property? ..... ☐ Yes ☒ No ☐ Unknown

If Yes, explain: N/A

Has any flood-related damage to a structure occurred on the property? ..... ☐ Yes ☒ No ☐ Unknown

If Yes, explain: N/A

Has there been any flood insurance claims filed for a structure on the property? ..... ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the dates of each claim: N/A

Buyer Initials \_\_\_\_\_

Page 2 of 4

Seller Initials

107 Thundermist

DocuSign Envelope ID: BFAFE132-11E5-4770-B6B3-9ACC2C8E09B9

PROPERTY LOCATED AT: **107 Thundermist Road, Bar Harbor, ME 04609**

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? ..... ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the date of each payment: **N/A**

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? ..... ☒ Yes ☐ No ☐ Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?  
**Zone VE, X**

Relevant Panel Number: **23009C0986D** Year: **7/20/2016** (Attach a copy)

Comments: **None**

Source of Section III information: **Seller, FEMA.gov**

#### SECTION IV — GENERAL INFORMATION

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?..... ☒ Yes ☐ No ☐ Unknown

If Yes, explain: **Shoreland Zoning**

Source of information: **Seller, Deed, Public Records**

Is the property the result of a division within the last 5 years (i.e. subdivision)? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: **N/A**

Source of information: **Seller, Public records**

Are there any tax exemptions or reductions for this property for any reason including but not limited to:

Tree Growth, Open Space and Farmland, Blind, Working Waterfront?..... ☐ Yes ☒ No ☐ Unknown

If Yes, explain: **N/A**

Is a Forest Management and Harvest Plan available?..... ☐ Yes ☒ No ☐ Unknown

Has all or a portion of the property been surveyed?..... ☒ Yes ☐ No ☐ Unknown

If Yes, is the survey available?..... ☒ Yes ☐ No ☐ Unknown

Has the property ever been soil tested?..... ☐ Yes ☐ No ☒ Unknown

If Yes, are the results available?..... ☐ Yes ☐ No ☐ Unknown

Are mobile/manufactured homes allowed?..... ☐ Yes ☒ No ☐ Unknown

Are modular homes allowed?..... ☐ Yes ☐ No ☒ Unknown

Source of Section IV information: **Seller, Association Docs, Deed**

Additional Information: **None**

Buyer Initials \_\_\_\_\_

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Seller Initials





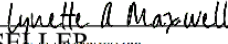
107 Thundermist

DocuSign Envelope ID: BFAFE132-11E5-4770-B6B3-9ACC2C8E09B9

PROPERTY LOCATED AT: 107 Thundermist Road, Bar Harbor, ME 04609ATTACHMENTS CONTAINING ADDITIONAL INFORMATION:..... ☐ Yes ☒ No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

Signed by: \_\_\_\_\_ 8/9/2025  
  
 SELLER \_\_\_\_\_ DATE  
 John M Maxwell

Signed by: \_\_\_\_\_ 8/9/2025  
  
 SELLER \_\_\_\_\_ DATE  
 Lynette A Maxwell

\_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE

\_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

\_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE

\_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE

\_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE

\_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE

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107 Thundermist

DYNAMIC MAP




PRINT MAP/  
FIRMette

MAP IMAGE




DOWNLOAD  
FIRM PANEL


Changes to this FIRM 

Revisions (0)

Amendments (0)

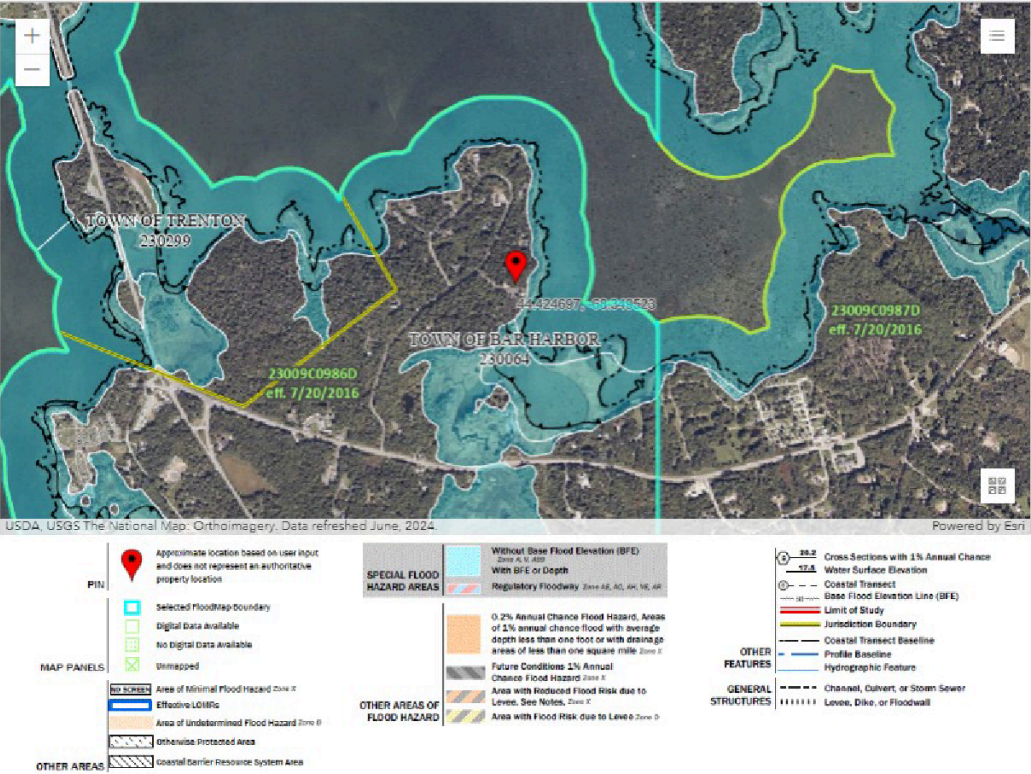
Revalidations (1)

Initial 

Initial 

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette.

Go To NFHL Viewer >



Docusign Envelope ID: BFAFE132-11E5-4770-B6B3-9ACC2C8E09B9

DECLARATION OF COVENANTS

THUNDERMIST HOMEOWNERS' ASSOCIATION

Page 6 amended on July 29, 1992

Initial Initial  
JMM LAM

original

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS (the "Declaration") is made this 15<sup>th</sup> day of October, 1987 by THUNDERMIST HOMEOWNERS' ASSOCIATION, a non-profit corporation, organized and existing under the laws of the State of Maine, (the "Declarant"), with a mailing address of P.O. Box 247, Ellsworth, Maine 04605.

BACKGROUND

A. The Town of Bar Harbor Planning Board has approved as of the 1st day of March, 1977 a Subdivision Plan of Thundermist Road Subdivision, prepared by Main Land Development Consultants, Inc., dated February 28, 1977, which provides for the subdivision of the Premises into twenty-six single family residential lots (individually the "Lot" or collectively the "Lots"). The Plan has been recorded in the Hancock County, Maine, Registry of Deeds, in Plan Book 1476 on the 23rd day of September, 1983.

B. The Declarant has caused to be incorporated under the laws of the State of Maine Thundermist HOMEOWNERS ASSOCIATION for the purpose of accomplishing the requirements of this Declaration.

NOW THEREFORE, this Declaration witnesses as follows:

ARTICLE IDefinitions.

The following terms when used in this Declaration shall have the respective meanings set forth below:

A. "Association": The Thundermist Homeowners' Association and its successors and assigns.

B. "Declaration": The covenants, conditions and restrictions and all other provisions set forth in this entire document, as amended from time to time.

C. "Member": The members of the Thundermist Homeowners'

Association. -

D. "Owner": Collectively, the record holder of the fee simple title to any lot in the Premises, whether one or more persons or entities.

E. "Premises": The real property situated in Bar Harbor, Hancock County, Maine, more particularly described in Exhibit "A" attached hereto.

F. "Township": The Town of Bar Harbor.

## ARTICLE II

### "Declaration": Persons Bound

The Declarant for itself, its successors and assigns, hereby declares and each Owner of any portion of the Premises by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree that the Premises is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, obligations, conditions, duties and other provisions created, declared and contained in this Declaration.

## ARTICLE III

### The Association

A. Organization. The Association is a nonprofit, corporation organized and existing under the laws of the State of Maine and charged with the duties and vested with the powers prescribed by law and set forth in this Declaration, as such may be amended from time to time.

B. Membership.

(1) Definition. Every Owner shall be a Member of the Association. Membership shall be appurtenant to ownership and shall run with the Lot giving rise to such membership, and



shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way.

(2) Members' Rights and Duties. Each Member shall have the rights, duties and obligations set forth herein.

(3) Exercise of Vote. Unless otherwise stated herein, each Member shall have one vote per Lot owned. The vote for any member which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership interest is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

#### ARTICLE IV.

##### Obligations of Association.

The Association and each Member thereof is deemed to covenant and agree as follows:

A. To be jointly and severally liable to maintain, at their cost and expense, in good order and condition and free of any cost and expense to the Town of Bar Harbor, the common areas, rights of way and roads, including the periodic inspection of the same at reasonable intervals and the making of all required repairs and replacements thereto;

B. To be jointly and severally liable to indemnify and hold harmless the Thundermist Road Subdivision and Thundermist Homeowners' Association from any and all damages or losses that may be suffered by reason of the installation or maintenance of the common areas, rights of way and roads, including the preparation and defense of any suit or like proceedings brought for the enforcement of collection of any such damages.



ARTICLE V

The Executive Committee.

A. The Executive Committee.

(1) Membership and Powers.

(a) the Executive Committee shall consist of no less than three Owners, which Executive Committee shall have all powers for the conduct of the affairs of the Association be charged with the power to levy assessments for the purpose of maintaining the common areas, rights of way and roads and shall have the duty of procuring adequate policies of insurance to indemnify the Town, the Executive Committee and the Association from any and all damages or losses that may be suffered by reason of the installation or maintenance of the common areas, rights of way and roads;

(b) The Executive Committee shall be empowered as follows:

(i) to select and contract with any individual or entity it may designate who shall perform on behalf of the Association periodic inspections at reasonable intervals of the common areas, rights of way and roads and make all repairs and replacements required to maintain same in good order and condition;

(ii) to procure such liability insurance as the Executive Committee shall deem necessary for purposes of indemnifying the Town, the Executive Committee and the Association from damages or losses that may be suffered by reason of the installation or maintenance of said common areas, rights of way and roads;

(iii) to levy annual assessments on each Lot for purposes of paying the costs and expenses incurred under subparagraphs (i) and (ii) above and for any additional liability that may be imposed upon the Association by reason of its maintenance and indemnification obligations set forth herein.

Each Lot shall be assessed an amount obtained by dividing the aggregate amount of each assessment by the total number of Lots of the Premises. Assessments shall be due and payable on November 1 of each year. All such assessments, together with interest thereon, costs of collection thereof and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. Upon the conveyance of a Lot to a new Owner, such Owner shall at the time of settlement be responsible for a pro rata share of the assessments against the Lot.

(iv) To establish and collect an operating capital reserve of \$1,000. per Lot to be paid by the Owner at the time of settlement on such Lot and to be held by the Executive Committee in trust for the Association.

(v) To prepare or arrange for the preparation of an annual statement of revenue and expenses which shall be provided to each Owner by January 15th for the preceding period of November 1st through October 31st.

(2) Declarant Control. Prior to the conveyance by the Declarant of the 18th Lot to be conveyed by the Declarant, the members of the Executive Committee shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Committee shall be replaced with Owners in accordance with the provisions of Subparagraphs (3) and (4) of this Article V.

(3) Notice by Declarant. At least thirty (30) days prior to the date scheduled for the conveyance by the Declarant of the 18th Lot to be conveyed by the Declarant (the "Closing Date"), the Declarant shall notify in writing all Owners of such Closing date.

(4) Election of Executive Committee by Owners. No later than sixty (60) days following the Closing Date, all members of the Executive Committee shall resign and the Owners (including the Declarant to the extent of Lots owned by the Declarant) shall elect a new three (3) member Executive Committee.

(5) Annual Meeting of Owners.

(a) The Executive Committee shall remain in power for one (1) year following the first meeting of the Association. On an annual basis on a date designated by the then existing Executive Committee, but no later than the anniversary date of the first meeting of the Association, the Association shall again meet for purposes of electing a new Executive Committee charged with the same responsibilities as the original Executive Committee and similarly empowered.

(b) The Executive Committee shall notify all owners in writing at least fourteen (14) days prior to the date of the scheduled annual meeting.

(6) Limitation of Liability. The Executive Committee and its members in their capacity as members, officers and employees of the Association:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Committee and paid by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Premises unless such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Committee;

(b) Shall not be liable to the Owners as a result of the performance of the Executive Committee members' duties for any mistakes of judgement, negligence or otherwise, except for the Executive Committee members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Committee or the Association in the performance of the Executive Committee members' duties.

*amended copy  
July 29, 1992*

(d) Shall have no personal liability in tort to an Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Committee members' own willful misconduct or gross negligence in the performance of their duties.

(7) Indemnification. Each member of the Executive Committee, in his capacity as an Executive Committee member, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Committee or any settlement of any such proceeding, whether or not he is an Executive Committee member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Committee member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Committee (with the affected member abstaining if he is then an Executive Committee member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Committee member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification set forth herein shall be paid by the Association and shall be assessed against and collectible from each Owner. Such right of indemnification shall be deemed exclusive of any of the rights to which such Executive Committee member and/or officer may be intitled as a matter of law or agreement or by vote of the Association or otherwise.

(8) Defense of Claims. Complaints brought against the Association, the Executive Committee, employees or agents

thereof in their respective capacities as such, shall be directed to the Executive Committee, which shall promptly give written notice thereof to the Owners and such complaints shall be defended by the Association. The Owners shall have no right to participate in such defense other than through the Association, unless such Owner is named as a defendant in such action. Complaints of a nature specified herein against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the Association.

#### ARTICLE VI.

##### ROAD, NATURE PARK, AND COMMON AREA

1. Purpose. Thundermist Road Subdivision includes a nature park and common area. These areas have been established by the Declarant to afford the Owners of lots within the subdivision and their guests the opportunity to enjoy and appreciate the natural beauty of Mount Desert Island. The existence of such areas is an essential element in the environment of this subdivision.

2. Responsibility. Declarant recognizes that as each lot owner is anticipated to own one twenty-sixth (1/26) of the road, nature park, and common area, all lot owners will share common concerns about the maintenance, use, enjoyment, and possible liability inherent in such ownership. The Association shall be responsible for regulating these aspects of the roadway, nature park, and common area. It is essential to the preservation of the community which Declarant envisions being reflected by the Thundermist Road Subdivision and Thundermist Homeowners' Association that the private nature of the roadway, common area, and nature park be preserved.

3. Restrictions. The following restrictions and covenants shall be held to run with the common area and nature park, enforced as set forth in Article VIII of this declaration.

A. Common Area:

1. All restrictions and covenants set forth in the deeds of the individual lot owners and imposed upon the subdivision.

2. The common area shall not be used for vehicular access to the shore, nor traversed by vehicles except as may be necessary to construct, repair and maintain the pathway for pedestrian access to the shore.

3. No gathering of persons which by its number or conduct interferes unreasonably with the safety and privacy of the lot owners shall be permitted.

4. No violations of the law.

B. Nature Park:

1. All restrictions and covenants set forth under "Common Area", above.

2. No activities shall be permitted which endanger or threaten the nesting sites of any birds or the habitats of wild animals, except within an area to be specifically designated for the construction of outdoor activity.

ARTICLE VII.

Amendment

Subject to the provisions of Paragraph B of this Article VII, this Declaration may be amended at any time by an instrument executed on behalf of the Association by any two (2) members of the Executive Committee after approval by not less than two-thirds (2/3) of the Members

of the Association.

#### ARTICLE VIII.

##### Enforcement

The Town of Bar Harbor, the Executive Committee, the Declarant the Association and any Owner shall have the right to enforce by any proceeding at law or in equity, all conditions, covenants, liens and charges now or hereafter imposed by the provisions of this declaration. Failure to so enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter.

#### ARTICLE IX.

##### Severability

Invalidation of any provision hereof by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed the day and year first above written.

THUNDERMIST HOMEOWNERS' ASSOCIATION

By: Peter Richardson  
Peter Richardson, President  
CROBB BOX COMPANY

STATE OF MAINE  
HANCOCK, ss.

OCTOBER 15, 1989

Personally appeared the above-named Peter Richardson, President of Crobb Box Company, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Crobb Box Company.

Before me,

William A. Fenn  
Notary Public  
WILLIAM A. FENN

Initial Initial  
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