

Memo

TO: Parker Neck Association Members

**FROM: Tom Charlesworth
Ed Toombs**

SUBJECT: Deeds for Future Lot Sales

DATE: May 30, 2015

The lots and roads on Parker Neck were developed and sold by a number of different developers, beginning in the 1970's. There were at least 4 different phases or neighborhoods that were started at different times. Each neighborhood had some sort of covenants or rules governing what could and could not be done on the lots. Some rules were in official covenant documents that were recorded in the county land records. Some rules and restrictions were in the early deeds themselves. In general, there was a confusing system that was hard to understand and that had the potential to create problems. This was not only confusing and problematic for the owners. Into the early 2000's the neck had a reputation among real estate agents of having a confusing system of covenants that could create problems for lot owners.

In 2009 the neighbors and lot owners adopted a new Declaration and Bylaws that were intended to replace all of the old confusing documents – these old documents being called “Predecessor Legal Documents” in the new documents. Many neighbors worked on this project over a number of years. As of today 40 of the 45 lots in Parker Neck Association (“PNA”) have approved of these new documents. These new documents were effective and formally recorded in the real estate records of the county in 2009 (and copies are on the PNA website). All lots in PNA are subject to the terms and conditions of the new Declaration and Bylaws.

The 40 lot owners who formally approved of the new documents are called “Confirming Lot Owners” in the new documents. For them, the new documents state that these owners' lots are subject to the new Declaration and Bylaws and that these documents supersede all of the old rules in the Predecessor Legal Documents. Obviously, this clears-up and simplifies the confusing and problematic prior systems of covenants and restrictions. The 5 lot owners that have not formally approved the new documents are called “Non-Confirming Lot Owners” in the new documents. Their lots are subject to the new documents, but they are also subject to all of the old rules that apply to them in the

Predecessor Legal Documents. They may easily become Confirming Lot Owners by formally approving of the new documents, just as the other 40 lot owners have done.

Since 2009 a hand full of lots have been sold to new owners. As most of you know the formal transfer occurs through the old owner signing a deed that conveys the lot to the new owner. Typically these deeds state what restrictions and covenants the lot is subject to. Prior to the new Declaration and Bylaws these deeds would attempt to reference the appropriate Predecessor Legal Documents and/ or the particular restrictions in the relevant Predecessor Legal Documents.

After the adoption and recording of the new Declaration and Bylaws in 2009, deeds conveying a lot should state that the lot is subject to the new Declaration and Bylaws. We noticed that some deeds transferring lots after 2009 did not have this reference. Upon investigation through the PNA attorney we have discovered that typical practice for Maine attorneys is to simply have their paralegal copy the old deed. This would, of course, miss any change in the status of the restrictions that occurred after the old deed. This means, as in some of our recent deeds, that the deed omits a statement that the lot is subject to the terms and conditions of the new Declaration and Bylaws. In addition, in some cases involving Confirming Lot Owners these deeds actually referenced and reintroduced old restrictions from the Predecessor Legal Documents – restrictions that were intended to be eliminated for these owners.

Many neighbors participated in the effort to simplify and clarify the legal status of our lots, with this effort culminating in the adoption and recording of the new Declaration and Bylaws in 2009. We are concerned that post-2009 deeds may create a whole new level of confusion. Accordingly, the Board of PNA decided to take action to help future lot sellers and buyers use appropriate deed documents. There are three parts to this effort:

1. Our PNA attorney, Jim Hopkinson, has drafted an affidavit that explains the situation. This will be recorded in the county land records in such a way that lot buyers examining title to a lot will likely see it. Thus they will become aware of the situation and the need to use updated deed forms. A copy of this affidavit is attached.
2. Our attorney has also drafted sample deed forms that can be used and adapted by attorneys who draft future deeds that transfer our lots. Since the situations for the Confirming Lot Owners and Non-Confirming Lot Owners are different, there is a sample for each. And a copy of each is also attached to this memo. These deed forms clearly reference the new Declaration and Bylaws.
3. We will undertake an educational effort to maintain awareness in the community of this issue and the need to use appropriate deed forms for transfers. This memo is part of that effort – PLEASE PLACE A COPY OF THIS MEMO WITH YOUR HOUSE LEGAL / PURCHASE DOCUMENTS and PLEASE SUPPLY A COPY OF THIS MEMO TO THE ATTORNEYS AND TITLE COMPANY INVOLVED IN ANY

TRANSFER OF YOUR LOT. We will also mention this issue at our PNA annual meetings.

If any of the Non-Confirming Lot Owners would like to become Confirming Lot Owners, please let us know. Also, if you purchased a lot since 2009 you may want to have your deed checked to see if any action is required at this time.

PARKER NECK ASSOCIATION
AFFIDAVIT

BRAD HART, having first been duly sworn, do hereby depose and state as follows:

1. I am the currently elected and acting President of Parker Neck Association (the “Association”) a Maine non-profit association, and I have personal knowledge of the statements I make within this Affidavit.
2. On March 31, 2009, the Association recorded, or caused to be recorded, the Restated Comprehensive Declaration of Protective Covenants, Reservations, Restrictions and Easements of Parker Neck [Version Date January 2, 2008], recorded in the Sagadahoc County Registry of Deeds in Book 3067, Page 36 (the “Declaration”).
3. On March 31, 2009, the Association recorded, or caused to be recorded, the Amended and Restated Bylaws of Parker Neck Association [Version Date January 2, 2008] recorded in the Sagadahoc County Registry of Deeds in Book 3067, Page 60 (the “Bylaws”).
4. Capitalized terms herein are as defined in the Bylaws and Declaration.
5. As and to the extent set forth in the Bylaws and Declaration, all Lots are subject to the terms and conditions of the Declaration and Bylaws, notwithstanding the fact that certain recorded deeds conveying Lots after the effective date of the Declaration and Bylaws do not so state this.
6. As and to the extent set forth in Article XIII of the Bylaws, the only obligations of the Confirming Lot Owners with respect to the Common Scheme of Restrictions, Conditions and Rights are those set forth in the Declaration and Bylaws, with the Declaration and Bylaws superseding the terms and restrictions set forth in the Predecessor Legal Documents for these Confirming Lot Owners. Certain recorded deeds executed by Confirming Lot Owners after the effective date of the Declaration and Bylaws recite that such Lots are subject to the encumbrances of the Predecessor Legal Documents, which is inconsistent with Article XIII of the Bylaws.
7. As and to the extent set forth in Article XIII of the Bylaws, a Non-Confirming Lot Owner shall be subject to the terms and conditions of the Bylaws and Declaration and to the terms and conditions of the Common Scheme of Restrictions, Conditions and Rights contained in the Predecessor Legal Documents. Non-Confirming Lot Owners may become Confirming Lot Owners by executing and recording a Declaration and Confirmation as set forth in the Bylaws and Declaration.
8. Attached hereto as Exhibit A is a current list of Confirming Lot Owners and Non-Confirming Lot Owners.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY this _____ day of _____, 2015.

Parker Neck Association

Witness

By: Brad Hart
Its: President

STATE OF MAINE
Sagadahoc, ss.

_____, 2015

Personally appeared before me Brad Hart, President of Parker Neck Association, who made oath that the foregoing statements by him are true and based upon his own personal knowledge.

Before me,

Attorney-at-Law/Notary Public

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Exhibit A

Parker Neck Association Confirming and Non-Confirming Lots June 2015

Phase or Subdivision	Lot #	Lot Owner(s)	Parker Neck Address	Official USPS Notification Address	Confirming or Non-Confirming Lot	
Other		Eric B. Lundquist	56 Capt. John Parker	56 Capt. John Parker Phippsburg, ME 04562	Confirming	
PHC1	1A	Downeast Credit Union	Capt. John Parker	PO Box 130 Baileyville, ME 04694	Confirming	1
PHC1	1B	Richard M. and Valerie L. Senatore	Capt. John Parker	12 Neighborhood Court Bedford, NH 03110	Confirming	2
PHC1	2	Arthur C. & Susan R. Reno	Capt. John Parker	PO Box 1018 Bath, ME 04530	Confirming	
PHC1	3	Russell Y. & Joan Vaile Smith	70 Capt. John Parker	PO Box 206 Phippsburg, ME 04562	Confirming	
PHC1	4 (split)	Kathleen S. Winn	92 Capt. John Parker	92 Capt. John Parker Phippsburg, Me 04562	Confirming	3
PHC1	4B	Brent F. & Pamela M. Spooner	81 Capt. John Parker	PO Box 279 Phippsburg, ME 04562	Confirming	
PHC1	5	Judith E. Nash	96 Capt. John Parker	PO Box 327 Phippsburg, ME 04562	Confirming	
PHC1	6	Kevin L. Anderson & Joyce M. Anderson	126 Capt. John Parker	170 Bellevue Ave Melrose, MA 02176	Confirming	4
PHC1	6 (split)	Donald P. & Susan M. Connolly	117 Capt. John Parker	117 Capt. John Parker Phippsburg, ME 04562	Confirming	
PHC1	7	Lynn Trunz & Oliver Sheffield Dominick	132 Capt. John Parker	PO Box 219 Phippsburg, ME 04562	Confirming	
PHC1	8	Nicolas and JennyBess Dulac	150 Capt. John Parker	85 East India Row (Apt 35F) Boston, MA 02110	Confirming	5
PHC1	9	Therese J. Heaney	158 Capt. John Parker	PO Box 73 Phippsburg, ME 04562	Confirming	
PHC1	10	TCCC LLC (Tom and Carroll Charlesworth)	164 Capt. John Parker, P.O. Box 314, Phippsburg, ME 04562	238 15th St. No.16 Atlanta, GA 30309	Confirming	
PHC1	10A	Carl R. & Karin S. Peterson	165 Capt. John Parker	PO Box 500 Phippsburg, ME 04562	Confirming	
PHC2	11	Starland Properties LLC (Greg Melehov)	TBD Capt. John Parker	PO Box 5 Leonmister, MA 01453	Non-Confirming	
PHC2	12	Herbert J. Thomson & Julie A. Erb	192 Capt John Parker	839 River Road Woolwich, ME 04579	Confirming	
PHC2	13	Diane W Anderson	200 Capt. John Parker	PO 116 Phippsburg, ME 04562	Confirming	
PHC2	14	Arthur L. & Sarah T Tumolo	18 Herbert Drive	1304 Robinson Pl Falls Church, VA 22046	Confirming	

PHC2	15	Kevin J. & Cheryl A. Fitzgerald, as Trustees of the Fitzgerald-Maine Real Estate Trust u/t/d 6/22/05	26 Herbert Dr	4 Jay Lane Acton, MA 01720	Confirming	
PHC2	16	Bradley W. and Suzanne W. Hart (Lot 16)	34 Herbert Dr	34 Herbert Drive Phippsburg, ME 04562	Confirming	
PHC 2	17	Bradley W. and Suzanne W. Hart (Lot 17)	TBD Herbert Dr	34 Herbert Drive Phippsburg, ME 04562	Confirming	
PHC2	18	John R. & Mary Ann C. Vinton	33 Herbert Dr	PO Box 114 Phippsburg, ME 04562	Confirming	
PHC2	19	William I. Leavitt & Dana J. Oshiro	TBD Capt John Parker	180 Grove St Lexington, MA 02420	Confirming	
PHC2	20	John M. and Nancy M. Sleeth (being transferred from Sharen K. Bowden to the Sleeths)	TBD Rock Ledge Dr	622 Central Ave, (Apt 7) Lexington, KY 40502	Confirming	6
PHSW	1	John A. Quelch and Joyce A. Quelch, as Co-Trustess of the Quelch Realty Trust	274 Capt John Parker	57 Baker Bridge Rd Lincoln, MA 01773	Confirming	
PHSW	2	A. Edwin Toombs	296 Capt John Parker	PO Box 33 Phippsburg, ME 04562	Confirming	
PHSW	4D	John J. Connolly & Darlene Mackinnon	302 Capt John Parker	PO Box 336 Phippsburg, ME 04562	Non-Confirming	
PHSW	5D	John J. & Faith A. Mulrooney	304 Capt John Parker	PO Box 45 Phippsburg, ME 04562	Confirming	
PHSW	6D	Gary P. & Cheryl A. Morrison	TBD Capt John Parker	63 Cross Lane Beverly, MA 01915	Confirming	
PHSW	7D	Aram Parker Aslanian & Patricia Santi	324 Capt John Parker	PO Box 2 Phippsburg, ME 04562	Confirming	
PHSW	8D	H. Gregory & Jane S. Ketchen	TBD Capt John Parker	6 Herrick St Winchester, MA 01890	Confirming	
PHSW	9D	Jane S. Ketchen	TBD Capt. John Parker	6 Herrick St Winchester, MA 01890	Confirming	
PHSW	1M	Lynn R. Kaplan Camarda	311 Capt. John Parker	10 Coburn Woods Rd Hampton Falls, NH 03844	Confirming	
PHSW	2M	Linwood R. & Deborah A. Stockwell	67 Rock Ledge Drive	PO Box 17 Phippsburg, ME 04562	Confirming	
PHSW	3M	John L. and Kathy L. Settelen	59 Rock Ledge Dr	59 Rock Ledge Dr Phippsburg, ME 04562	Confirming	7
PHSW	4M	Sandra C. & Robert J. Lamere	57 Rock Ledge Dr	57 Rock Ledge Dr. Phippsburg, ME 04562	Confirming	
PHSW	5M	Sally R. Osberg, Trustee of the Osberg Family Trust dated 6/28/07	TBD Rock Ledge Dr	Skoll Foundation, Suite 200 Palo Alto, CA 94301	Non-Confirming	
PHSW	6M	Adah P. Ginn	TBD Rock Ledge Dr	220 Maine Mall Rd. South Portland, ME 04106	Confirming	

PHSW	7M	Lauren Carrolton	25 Rock Ledge Dr	1801 Founders Way Saugus, MA 01906	Non-Confirming	8
PHSW	1C	Daniel J. & Cynthia A. Chasse	251 Capt. John Parker	PO Box 164 Phippsburg, ME 04562	Confirming	
PHSW	5C	Helen Foster	34 Rock Ledge Dr	PO Box 357 Phippsburg, ME 04562	Confirming	
PHSW	6C	Howard & Stephanie Pruzansky	56 Rock Ledge Dr	PO Box 27 Phippsburg, ME 04562	Confirming	
PHSW	7C	Archibald M. Main, III & Elizabeth Savage Main	TBD Rock Ledge Dr	1113 Miles Standish Rd. Virginia Beach, VA 23455	Non-Confirming	
PHSW	2C	Wayne E. & Marcia E. Beach	267 Capt. John Parker	PO Box 250 Phippsburg, ME 04562	Confirming	

Key		Confirming Lots	40
PHC1 =	Parker Head Colony Phase 1	Non-Confirming Lots	5
PHC2 =	Parker Head Colony Phase 2	Total PNA Lots	45
PHSW =	Parker Head Southwest		

Notes:

1. Property is In foreclosure. Owned by John Curley when declaration filed.
2. Sold. Owned by John Curley when declaration filed.
3. Sold. Beryl McPherson was owner at time of declaration filing.
4. Sold. Charlie Spies was owner at time of declaration filing.
5. Sold. Hyla Partners (Oliver Dominick) was owner at time of declaration filing.
6. Sold. Sharen Bowden was owner at time of declaration filing.
7. Sold. Yeutter Trust was owner at time of declaration filing.
8. This Non-Confirming property passed to Lauren prior to the death of her father, Robert Spickler.

/PNA_ConfirmingLots - Ver B.xlsx

WARRANTY DEED

(seller)

Both of _____,

for consideration paid, grants to

(purchaser)

Both of _____, County of Sagadahoc and State of Maine, **as joint tenants and not as tenants in common**, with WARRANTY COVENANTS, the following described real property in Phippsburg, County of Sagadahoc and State of Maine:

See Exhibit A attached hereto and made a part hereof

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the premises hereinabove described.

WITNESS our hands and seals this _____ day of _____, 2015.

WITNESS

Witness

Witness

Witness

Witness

State of Maine

Cumberland, ss. _____, 2015

Personally appeared before me _____ and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,

Notary Public/Attorney-at-Law

EXHIBIT A
CONFIRMING LOT OWNERS

A certain lot or parcel of land, together with any improvements located thereon, situated in Phippsburg, County of Sagadahoc and State of Maine, and being more particularly described as follows:

[Insert Legal Description of Parcel]

The above described premises is conveyed subject to and together with the benefit of all terms and conditions of the Restated Comprehensive Declaration of Protective Covenants, Reservations, Restrictions and Easement of Parker Neck [Version Date January 2, 2008], dated March 31, 2009 and recorded in the Sagadahoc County Registry of Deeds in Book 3067, Page 36 (the "Declaration"), and the Amended and Restated Bylaws of Parker Neck Association [Version Date January 2, 2008], recorded in the Sagadahoc County Registry of Deeds in Book 3067, Page 60 (the "Bylaws"), which Declaration and Bylaws supercede the Common Scheme of Restrictions, Conditions and Rights contained in the Predecessor Legal Documents, as set forth in Article XIII of the Bylaws (such capitalized terms being as defined in the Bylaws and Declaration).

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WARRANTY DEED

(seller)

Both of _____,

for consideration paid, grants to

(purchaser)

Both of _____, County of Sagadahoc and State of Maine, **as joint tenants and not as tenants in common**, with WARRANTY COVENANTS, the following described real property in Phippsburg, County of Sagadahoc and State of Maine:

See Exhibit A attached hereto and made a part hereof

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the premises hereinabove described.

WITNESS our hands and seals this _____ day of _____, 2015.

WITNESS

Witness

Witness

Witness

Witness

State of Maine
County of _____

_____, 2015

Personally appeared before me _____ and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,

Notary Public/Attorney-at-Law

EXHIBIT A
NON-CONFIRMING LOT OWNERS

A certain lot or parcel of land, together with any improvements located thereon, situated in Phippsburg, County of Sagadahoc and State of Maine, and being more particularly described as follows:

[Insert Legal Description of Parcel]

The above described premises is conveyed subject to and together with the benefit of all terms and conditions of the Restated Comprehensive Declaration of Protective Covenants, Reservations, Restrictions and Easement of Parker Neck [Version Date January 2, 2008], dated March 31, 2009 and recorded in the Sagadahoc County Registry of Deeds in Book 3067, Page 36 (the "Declaration"), and the Amended and Restated Bylaws of Parker Neck Association [Version Date January 2, 2008], recorded in the Sagadahoc County Registry of Deeds in Book 3067, Page 60 (the "Bylaws").

The above lot is also conveyed subject to the applicable terms of the Common Scheme of Restrictions, Conditions and Rights contained in the Predecessor Legal Documents (such capitalized terms being as defined in the Bylaws and Declaration).

[Specific language from prior deeds stating applicable terms of the Common Scheme of Restrictions, Conditions and Rights as set forth in the Predecessor Legal Documents may be inserted here.]