

**SUPPLEMENTAL DECLARATION**

**AMENDED AND RESTATED  
SCHEDULE 2.2**

**TO**

**RESTATED COMPREHENSIVE DECLARATION OF  
PROTECTIVE COVENANTS, RESERVATIONS,  
RESTRICTIONS AND EASEMENTS**

**OF**

**PARKER NECK**

**[VERSION DATE JANUARY 2, 2008]**

**(THE "DECLARATION")**

**SCHEDULE 2.2 DATE: June 18, 2025**

WHEREAS, Parker Neck Association (the "Association") duly adopted that Restated Comprehensive Declaration of Protective Covenants, Reservations, Restrictions and Easements of Parker Neck [Version Date January 2, 2008] which is recorded in the Sagadahoc Registry of Deeds in at Book 3067, Pages 36 through 59 (the "Declaration"), and those Amended and Restated Bylaws of Parker Neck Association [Version Date January 2, 2008] which are recorded in the Sagadahoc Registry of Deeds in at Book 3067, Pages 60 through 98 (the "Bylaws");

WHEREAS, the Declaration and Bylaws contain restrictions applicable to the Lots owned by Members of the Association;

WHEREAS, Owners of Lots may seek variances to the restrictions contained in the Declaration and Bylaws, pursuant to the terms and conditions of the Declaration and Bylaws, including Section 2.2 of the Declaration;

WHEREAS, Section 2.2 of the Declaration contemplates that a Supplemental Declaration shall be recorded whenever a variance is granted, with such Supplemental Declaration containing a description of all variances granted under the Declaration, including the new variance;

WHEREAS, new variances have been granted since the recording of the prior Supplemental Declaration, Schedule 2.2 (which shows a Schedule 2.2 Date of May 2, 2019 and which was recorded on May 5, 2019 in the Sagadahoc County Registry of Deeds as 2019R-02468, such Supplemental Declaration referred to as the "Prior Supplemental Declaration"); and



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WHEREAS, such new variances which were granted since the recording of the Prior Supplemental Declaration are set forth in this Supplemental Declaration, Schedule 2.2;

THEREFORE, listed below are the currently valid variances from the terms and conditions of the Declaration and Bylaws (all capitalized terms herein having the same meanings as are set forth in the Declaration):

1. The set-back variance applicable to Lot 7, with the terms of such variance being as set forth in that "Amendment to Declaration of Restrictions and Conditions Property of Lynn T. Dominick and Oliver S. Dominick Lot #7, Parker Head Colony Phippsburg, Maine," dated June 10, 2000 and recorded in the Sagadahoc County Registry of Deeds at Book 1780, Page 50, and (b) the set-back variance applicable to such Lot 7 which is recorded in the Sagadahoc County Registry of Deeds at Book 1540, Page 164.
2. Prior recorded Supplemental Declaration Schedules 2.2 referred to a set-back variance applicable to Lot 2 of Parker Head Colony Phase I approving a 210 foot setback from the normal high water mark of the Kennebec River for buildings, with such prior Supplemental Declaration Schedules 2.2 stating that the terms of such variance were set forth in more detail in a Consent to and Waiver of Certain Conditions and Restrictions of Subdivision Lot 2 Captain John Parker Road, Phippsburg, Maine dated June 7, 2008 (the "Consent"), such Supplemental Declaration Schedules 2.2 also contemplated that said Consent would be recorded in the Sagadahoc County Registry of Deeds prior to the recording of the Declaration on March 31, 2009. According to the terms of the Consent, the Consent and variance were only effective if recorded by the Lot 2 Owners in Sagadahoc County Registry of Deed, prior to December 31, 2008, and failure to record by such date would render the Consent and variance null and void. No recording of the Consent has been located and absent such recording prior to December 31, 2008 the Consent and variance are null and void. See item 8 of this Supplemental Declaration, Schedule 2.2.
3. Set-back variances for the Lot identified in Section 1.7, Subsection F of the Declaration (sometimes referred to as the "Pejepscot Associates" Lot) as follows: When the house on such Lot was constructed it was and is agreed that the set backs applicable to such Lot, for Parker Neck Association purposes, were 165 feet from the normal high water mark of the Kennebec River and 50 feet from the southerly boundary line of the Lot (these two set-back requirements are referred to as the "PNA Set-backs"). Since there is no Parker Neck Association land or Member Lots to the west of the Pejepscot Associates Lot or to the north of such Lot, there are no Parker Neck Association set-back requirements for the western boundary of such Lot or for the irregular northern boundary of such Lot. The PNA Set-backs are hereby acknowledged and agreed to be the applicable set backs for Parker Neck Association purposes, and to the extent necessary are hereby acknowledged and agreed to be approved variances from the set-back requirements applicable to Association Lots. Furthermore, it is acknowledged and agreed that there are no set-back requirements under the Bylaws or the Declaration for the westerly boundary and the irregular northerly boundary of the Pejepscot Associates Lot, as there are no Parker Neck Association Member Lots or land adjoining the Pejepscot Associates Lot on these boundaries. The terms of this paragraph and variance apply to existing structures and to future structures.

\*\*\* NOT A TRUE COPY \*\*\*

4. With respect to the Lots in Parker Head Colony Phase I which are located on the Mill Pond, the required set-back from the normal high water mark of the Mill Pond is acknowledged and agreed to be 100 feet. This acknowledgement and agreement is included here because under the Predecessor Legal Documents there is a lack of clarity as to the correct set-back requirement and it is desirable to bring clarity and closure to this question, regardless of what might have been determined absent this acknowledgement and agreement. To the extent that another set-back distance might have been determined to be applicable, it is acknowledged and agreed that a variance exists establishing a 100 foot set-back from the Mill Pond for such Lots.

5. A variance has been granted to Lot 14, Parker Head Colony Phase II, allowing the Owner of such Lot to construct and maintain float and ramp structures extending from said Lot 14 into the Kennebec River, as well as a landing structure and system of stairs, all as more specifically shown on Exhibit "A" of the Supplemental Declaration, Schedule 2.2 (which shows a Schedule 2.2 Date of January 8, 2014 and which was recorded on September 29, 2015 in the Sagadahoc County Registry of Deeds at Book 2015R, Page 07615) (all of the structures shown in said Exhibit "A" hereafter referred to as the "Lot 14 Float and Ramp Structures"), provided that: (i) the actual Lot 14 Float and Ramp Structures must be constructed and maintained in the location shown on said Exhibit "A" and must conform to the drawings, specifications and dimensions shown on such Exhibit "A"; (ii) all required governmental permits are obtained; and (iii) as provided in Section 2.2 of the Declaration, the variance shall be effective upon the recording of a Supplemental Declaration containing an amendment to Schedule 2.2 of the Declaration, appending a description of such variance to said Schedule 2.2.

6. An amendment and variance have been granted for Lot 1 of Parker Head Colony Phase I to remove for such Lot the set back from the water of 250 feet set forth in Section 4.2 B (i) of the Declaration and in lieu thereof establish a set back of 125 feet from the normal high water mark of the Kennebec River for such Lot 1. Such amendment and variance apply only to Lot 1. Such 125 foot set back from the water was applicable to Lot 1 prior to the adoption of the Declaration but was inadvertently omitted from the Declaration. The amendment and variance noted here are made for the purpose of correcting this oversight.

\*7: A variance has been granted to Lot 16, Parker Head Colony Phase II, allowing the Owner of such Lot to construct and maintain float and ramp structures extending from said Lot 16 into the Kennebec River, as well as a landing structure and system of stairs, all as more specifically shown on Exhibit "B" of the Supplemental Declaration, Schedule 2.2 (which shows a Schedule 2.2 Date of January 8, 2014 and which was recorded on September 29, 2015 in the Sagadahoc County Registry of Deeds at Book 2015R, Page 07615) (all of the structures shown in said Exhibit "B" hereafter referred to as the "Lot 16 Float and Ramp Structures"), provided that: (i) the actual Lot 16 Float and Ramp Structures must be constructed and maintained in the location shown on said Exhibit "B" and must conform to the drawings, specifications and dimensions shown on such Exhibit "B"; (ii) all required governmental permits are obtained; and (iii) as provided in Section 2.2 of the Declaration, the variance shall be effective upon the recording of a Supplemental Declaration containing an amendment to Schedule 2.2 of the Declaration, appending a description of such variance to said Schedule 2.2.

8. A variance has been granted to Lot 2, Parker Head Colony, Phase I, to remove for such Lot the setback from the water of 250 feet set forth in Section 4.2. B. (i) of the Declaration and in lieu thereof establish a setback of 150 feet from the normal high water mark of the Kennebec River for such Lot 2. Such amendment and variance apply only to Lot 2.
9. A variance has been granted to Lot 8D, Parker Head Southwest, to remove for such Lot the setback from the center of the Roads of 75 feet as set forth in Section 4.3 B. of the Declaration and in lieu thereof establish a setback of 50 feet from the center of the Roads. Such amendment and variance apply only to Lot 8D.
10. A variance has been granted to Lot 9D, Parker Head Southwest, to remove for such Lot the setback from the center of the Roads of 75 feet as set forth in Section 4.3 B. of the Declaration and in lieu thereof establish a setback of 50 feet from the center of the Roads. Such amendment and variance apply only to Lot 9D.

I, Alvin E. Toombs, Secretary of the Association, hereby certify that the foregoing listing includes descriptions of all currently valid variances and that such variances were duly adopted and approved as required by the Declaration and Bylaws.

I, Bradley W. Hart, being the duly elected President of the Association, hereby confirm the foregoing and further confirm that Alvin E. Toombs is the duly elected Secretary of the Association.

June 18, 2025

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STATE OF MAINE

Sagadahoc, ss.

Then personally appeared the above-named Bradley W. Hart, President of the Association, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Association.

Before me, June 18, 2025

Lisa M. Wallace  
Notary Public

