

WARRANTY DEED

**VICTOR K. SOULE, JR.**, whose address is 134 Sandy Beach Lane, Otis, Maine 04605, for consideration paid, grants to **EARLIN E. HART, JR.**, whose address is 52 Main Street, Salisbury, Massachusetts 01953, with WARRANTY COVENANTS, a certain lot or parcel of land, together with any buildings and improvements thereon, situated in Otis, County of Hancock, State of Maine, being more particularly described as follows, viz:

 Lot 2 on plan entitled "Sandy Beach Retreat, John Linnehan, Sr., and Jr., Beech Hill Pond, Otis, Hancock County, Maine", by Herrick & Salsbury, Inc., dated November 23, 1977, and recorded on December 22, 1977, in Plan File 15, Page 73, of the Hancock Registry of Deeds.

Together with and as appurtenant to said premises 1/37<sup>th</sup> in common and undivided of the fee title in and to the ways shown on plan entitled "Sandy Beach Retreat, John Linnehan, Sr., & Jr., Beech Hill Pond, Otis, Hancock County, Maine" by Herrick & Salsbury, Inc., dated November 23, 1977, and recorded on December 22, 1977, in Plan File 15, Page 73, of said Registry of Deeds, as Beach Ridge Lane, Timber View Drive and Sandy Beach Lane, and together with and as appurtenant to said premises a right-of-way for all purposes of a way over the way presently laid out leading from the terminus of said Sandy Beach Land at lots 1 and 4 on said plan recorded in Plan File 15, Page 73, of said Registry of Deeds, to Maine State Route #180, said right-of-way to be used in common with the grantors herein, their heirs and assigns, and all other person who may now or may hereafter acquire similar rights therein.

Together with and as appurtenant to said premises 1/37<sup>th</sup> in common and undivided of the fee title in and to the Sand Beach, so-called, as said Beach is shown on Plan entitled "Cottage Subdivision, Beech Hill Pond, Otis, Maine for Arthur A. Hauck", dated December 27, 1968, by Herrick & Salsbury, Inc., and recorded in Plan Book 11, Page 105, of said Registry of Deeds, said Beach to be used in common with the grantors herein, their heirs and assigns, and all other persons who may now or hereafter be entitled to the use of said Sand Beach for the purpose of bathing. Together with and as

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appurtenant to the herein conveyed premises 1/37<sup>th</sup> in common and undivided of the fee title in and to the area designated as "15' Right of Way" as said 15 foot right of way is shown on said Plan recorded in Plan Book 11, Page 105, of said Registry of Deeds, for purpose of access to said Sand Beach, said way to be used in common with the grantors herein, their heirs and assigns, and all other persons who may now or hereafter be entitled to the use of said way.

Together with and as appurtenant to said premises 1/37<sup>th</sup> in common and undivided of the fee title in and to the area designated "50' Right-of-Way" as said 50 foot right-of-way is shown on Plan recorded in Plan Book 11, Page 105, of said Registry of Deeds, said way to be used in common with the grantors herein, their heirs and assigns, and all other persons who may now or hereafter be entitled to the use of said way.

Said premises is conveyed subject to the following permanent restrictions (not conditions subsequent), to wit:

1. No more than one principal dwelling designed for single-family occupancy, together with the usual and necessary outbuildings, shall be erected thereon.
2. No animals, other than carriage and saddle horses or animals customarily kept as household pets, shall be kept or allowed on the conveyed premises. The keeping of cattle, sheep, goats and swine is expressly prohibited.
3. The disposal of any sewage emanating from the conveyed premises shall comply with all requirements and standards of Federal, State and local laws and regulations. No outhouse, so-called, shall be constructed or used thereon without prior written approval of Grantors.
4. No business or commercial venture of any type shall be conducted from said lot.
5. The conveyed premises shall not be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such premises to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon the said premise that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or security of the

surrounding property owners. No unregistered vehicles intended for over-the-road use shall be stored thereon.

6. No dwelling or summer residence, the actual value of which, at the time of construction, is less than \$10,000.00 shall be erected thereon. No tarred paper shall be used as exterior finish and any such building shall be constructed in good and workmanlike manner.
7. No house trailers, mobile home or tent shall be placed or used thereon, except that a camper or tent may be placed or used as a temporary housing facility for intermittent intervals from April to November; but in no event shall a camper or tent be a permanent housing facility.
8. The conveyed premises shall not be subdivided and shall be used and improved solely for residential purposes.
9. The grantees shall pay for 1/37<sup>th</sup> of the cost of maintaining and repairing the roadways shown on the said plans recorded in Plan Book 11, Page 105 of said Registry of Deeds and Plan File 15, Page 73, of said Registry of Deeds, together with a continuation of said Sandy Beach Lane, so-called to said U.S. Route #180.
10. No structure of any kind shall be erected by the grantees, their heirs and assigns, on said Sand Beach above referred to.

These restrictions shall be for the benefit of all other lots as shown on the plans above referred to and every part thereof and shall run with the land.

Meaning and intending to convey all of the same premises as conveyed from Jeannette C. Kidder to Victor K. Soule, Jr. by deed dated April 7, 2005 and recorded in the Hancock County Registry of Deeds in Book 4168, Page 72.

WITNESS my hand and seal this 3<sup>rd</sup> day of February, 2010.

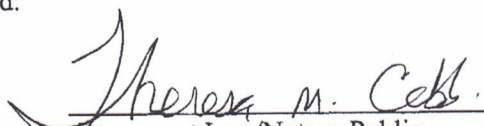
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Witness

Victor K. Soule JR  
Victor K. Soule, JR.

STATE OF MAINE  
COUNTY OF HANCOCK

ss. FEBRUARY 3<sup>rd</sup>, 2010

Then personally appeared the above-named, Victor K. Soule, Jr., and acknowledged the foregoing instrument to be his free act and deed.

  
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Attorney at Law/Notary Public

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Print Name THERESA M. COBB  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES APRIL 16, 2011

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