

BOOK: OR 6862 PAGE:645, # OF PGS: 2
12/04/2017 08:54:40 AM INSTR#: 2017018618
JULIE A. CURTIS, REGISTER OF DEEDS
HANCOCK COUNTY, MAINE
MAINE REAL ESTATE TRANSFER TAX PAID

**WARRANTY DEED
JOINT TENANCY**

KNOW ALL MEN BY THESE PRESENTS,

THAT, We, Richard Forest and Jean C. Forest, of Franklin, County of Hancock and State of Maine, in consideration of one dollar and other valuable consideration, paid by **Lesley S. West and Ralph T. West, Jr.,** of Wilton, County of Franklin, and State of Maine,

whose mailing address is: 714 Orchard Drive, Wilton, Maine 04294

the receipt whereof, I do hereby acknowledge, do hereby **GIVE, GRANT, BARGAIN, SELL and CONVEY** unto the said **Lesley S. West and Ralph T. West, Jr.,** as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever,

A certain lot or parcel of land together with any and all structures and improvements thereon situated in Franklin, Hancock County, Maine and being the same premises as described in a deed from Lila C. Fortin and Denis A. Fortin to Richard Forest and Jean C. Forest, dated February 29, 1996 recorded in Book 2499, Page 14 of the Hancock County, Maine Registry of Deeds in which deed said premises are bounded and described as follows, to wit:

"Lot 13 as shown on a plan entitled Dwelley Point -- Franklin Maine," dated October 25, 1976, prepared by Maine Land Services, by Deane F. Webster, R.L.S., and recorded in Hancock County Registry of Deeds in Plan Book 14, Page 185.

The above described lot is conveyed together with and is subject to an easement for a right of way over the private ways depicted on said plan. Said ways run from Dwelley's Point Road, a public way, to the tip of Dwelley Point and consist of a gravel road located on an easement strip fifty feet wide and a gravel road located on an easement strip twenty-four feet wide.

The above described lot is subject to the terms, conditions and use and building restrictions contained in the Declaration of Protective Covenants dated January 27, 1977 recorded in Book 1283, Page 104 and also to the terms and conditions contained in a Sight Location Order issued by the Department of Environmental Protection dated December 29, 1976 recorded in Book 1278, Page 182 of the Hancock County Registry of Deeds.

The above described lot is subject to an easement for a pole line and to construct and maintain appurtenances, given by Pine Tree Holdings to Bangor Hydro-Electric Company by an instrument dated May 2, 1977 recorded in said Registry in Book 1288, Page 31. The easement includes the right to enter lands and to trim or dispose of interfering trees or other growth. The easement also includes a covenant not to build or erect a structure within ten feet of any poles or wires.

The above described lot is subject to the rights of the public in and to the area between high and low water mark as such rights were provided by the Colonial Ordinance of 1641 – 1647 and as such rights have been interpreted by court decisions, including the rights of fishing, fowling, and navigation.

MEANING and INTENDING hereby to convey the premises conveyed to Richard Forest and Jean C. Forest by deed from Lila C. Fortin and Denis A. Fortin by deed dated February 29, 1996 recorded in Hancock County Registry of Deeds in Book 2499, Page 14.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said **Lesley S. West and Ralph T. West, Jr.**, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

AND we do **COVENANT** with the said Grantees, their heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all encumbrances except as hereinbefore set forth; that we have good right to sell and convey the same to the said Grantees to hold as aforesaid and that we and our heirs shall and will **WARRANT** and **DEFEND** the same to the said Grantees, their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, Richard Forest and Jean C. Forest, have hereunto set our hands and seals this 30th day of NOVEMBER, in the year two thousand seventeen.

Signed, Sealed and Delivered
in presence of:

[Signature]
[Signature]

[Signature]
Richard Forest

[Signature]
Jean C. Forest

STATE OF MAINE, KENNEBEC, ss

NOVEMBER 30, 2017

Personally appeared the above named **Richard Forest and Jean C. Forest** and acknowledged the foregoing instrument to be their free act and deed,

Before me,

[Signature]
Notary Public
Printed Name:

Matthew W. Dwyer
Notary Public, Maine
My Commission Expires November 5, 2023

PROTECTIVE COVENANTS

THIS DECLARATION, made this 27th day of January, 1977, by PINE TREE HOLDINGS, a general partnership having a mailing address at 900 Seventeenth Street, N.W., Washington, D.C., hereinafter called the Declarant.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the heirs, successors and assigns of all owners thereof;

NOW THEREFORE, said Declarant hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

Definition of Terms

Building Site shall mean any numbered lot shown on a Plan entitled "Dwellely Point", prepared for Pine Tree Holdings by William Dickson Associates, Inc., dated December 8, 1975, revised October 25, 1976 and recorded in the Hancock County Registry of Deeds in Plan Book 14, Page 185.

Partnership shall mean said Pine Tree Holdings.

Association shall refer to the Dwellely Point Lot Association.

CLAUSE IProperty Subject to this Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located at Dwellely Point, Town of Franklin, County of Hancock, State of Maine, and is more particularly bounded and described upon said Plan entitled "Dwellely Point" recorded in said Hancock County Registry of Deeds.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each Building Site thereof; to protect the owners of Building Sites against such improper use of surrounding Building Sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Building Sites; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of Building Sites therein.

A. All Building Sites in the tract shall be used for residential purposes, and no Building Site may be subdivided. Declarant, Declarant's heirs, successors and assigns shall not further subdivide, or cause to be further subdivided, the real property described in Clause I. No structures shall be erected, altered, placed, or permitted to remain on any Building Site other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height, private garage for not more than three (3) cars, and other outbuildings incidental and accessory to residential use of the premises.

B. Protective screening areas are established for residential lots as shown on said recorded Plan entitled "Dwellely Point". These areas shall be maintained by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential and natural quality of the area. Natural existing cover shall be maintained in these areas and may be enhanced with plantings, fencing or screenings constructed such as to be harmonious with the natural environment. No trees shall be removed from protective screening areas, which screening areas are shaded and designated as "Protected Wooded Area(s)" on said Plan.

C. No building shall be located on any Building Site other than in the Permitted Building Area shown on said Plan for the Building Site; except that the Partnership, as long as it shall own any Building Site may grant approval in writing for another location of any building; after the Partnership ceases to own any Building Site, then a majority of the owners of the Building Sites may grant such approval in writing; provided, however, in no event shall any building encroach upon any Protected Wooded Area shown on said Plan; the location of all buildings and structures, and the use thereof, shall comply with applicable laws and regulations. For purposes of this paragraph C, the word "building" shall not be deemed to include waste disposal fields or wells.

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D. Clear cutting of lots shall be prohibited. Cutting and clearing sufficient only to reasonably provide for access, safety, home construction, outdoor living, landscaping and view shall be permitted and for the purposes of cutting, clearing, pruning and otherwise removing, replacing and mending dead or diseased trees.

E. No residential structure with less than one thousand (1,000) square feet of usable living area shall be erected or placed on any Building Site.

F. No noxious or offensive trade or activity shall be conducted in any structure or on any Building Site, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

G. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

H. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than one (1) square foot in an area designating the occupant(s) of the lot.

I. No trailer, shack, garage, or other outbuilding erected on a Building Site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation, except any tents pitched and standing for no longer than three consecutive days and intended for use, and so used, as shelter for minor children camping overnite. The keeping of a mobile or movable home, either with or without wheels, on any parcel of property covered by these Covenants is prohibited.

J. No animals or poultry of any kind, other than housepets, shall be kept or maintained on any part of said property.

K. Water Supply. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Maine. Approval of such system as installed shall be obtained from such authority.

L. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Maine. Approval of such system as installed shall be obtained from such authority.

M. The owner of each Building Site to which these Covenants apply shall automatically become a member of the Association and shall be permitted to participate in the operation of the Association in accordance with the by-laws of said Association, and shall be obligated to pay assessments which may be levied by vote of the members of the Association pursuant to said by-laws for all common improvements and purposes.

N. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000 at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the Building Sites covered by these Covenants it is agreed to change said Covenants in whole or in part.

O. If any one or more of these Covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect.

P. The assessments authorized hereunder and pursuant to the said by-laws shall be a charge on the land and shall be a continuing lien upon the Building Site against which such assessment is made; if the assessment is not paid within thirty (30) days after the date when due under the provisions of said by-laws, then said assessment shall become delinquent and shall, together with interest at the legal rate, costs of collection and reasonable attorneys' fees, become a continuing lien on the Building Site, and buildings and improvements thereon, which shall bind such Building Site, buildings and improvements in the hands of the then owner, his heirs, devisees, successors, personal representatives and assigns. The personal obligation of the then owner to pay such assessment however, shall remain his personal obligation for the statutory period and shall not pass to his successors or assigns in title unless expressly assumed by them.

IN WITNESS WHEREOF, the said-PINE TREE HOLDINGS has caused its partnership name to be signed and its seal to be hereunto affixed by Vincent B. Welch general partner, this 27th day of January, 1977.

WITNESS:

PINE TREE HOLDINGS

By 
General Partner hereunto
duly authorized.

BOOK 1283 PAGE 108

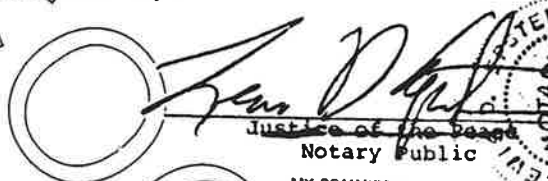
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STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

January 27, 1977

PERSONALLY APPEARED the above-named VINCENT B. WELCH, General Partner of Pine Tree Holdings, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Pine Tree Holdings.

Before me,


Justice of the Peace
Notary Public
MY COMMISSION EXPIRES
OCTOBER 20, 1983

MANCOCK, SS: REC'D *Man.* 31-1977 AT 3 441 M P. M