

**QUITCLAIM DEED WITH COVENANT**

**JOYCE-CANDAGE TYLER, a/k/a JOYCE TYLER** having a mailing address of 455 Ellsworth Road, Blue Hill, Maine 04614, ("Grantor") for consideration paid grants to **JEAN E. BRIGGS**, having a mailing address of 65 Pret's Meadow Lane, Blue Hill, Maine 04614, ("Grantee") with **QUITCLAIM COVENANT**, a certain lot or parcel of land, together with any improvements thereon, situated in Blue Hill, County of Hancock and State of Maine being more particularly described in Exhibit A attached hereto and made a part hereof.

WITNESS my hand and seal this 16<sup>th</sup> day of December, 2016.

*Joyce O. Tyler*  
\_\_\_\_\_  
**JOYCE CANDAGE TYLER**

STATE OF MAINE  
COUNTY OF HANCOCK, ss.

December 16, 2016

Then personally appeared the above-named **JOYCE CANDAGE TYLER** and acknowledged the foregoing instrument to be her free act and deed.

Before me,  
*Amy J. Visentin*  
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Notary Public *Amy J. Visentin*  
My commission expires: *Attorney-at-Law*

**MAINE REAL ESTATE  
TRANSFER TAX PAID**

**NOTARY**



EXHIBIT A  
Tyler to Briggs

A certain lot or parcel of land, situated in Blue Hill, County of Hancock, State of Maine, bounded and described as follows:

Lot 1 of Pret's Meadow Subdivision as described on a Plan of Boundary Survey of "Pret's Meadow Subdivision Route 172, Ellsworth Road, Blue Hill, Maine" drawn April 14, 2003 prepared by Richard I. Bowden, Professional Land Surveyor, recorded at the Hancock County Registry of Deeds in Plan File 31, No. 147.

TOGETHER WITH, such further land lying within an extension of the east and west sidelines of Lot 1 to the centerline of Pret's Meadow Road, subject to the rights of others to passage and use of said road.

SUBJECT TO the rights, restrictions, obligations and/or easements in the following instruments:

1. Easement sixty-six feet in width for all purposes, including utility services granted by Harry Edward Tyler and Joyce Candage Tyler to David W. Warren and Alice Jean Warren as recorded in the Hancock County Registry of Deeds in Book 3121, Page 334; and
2. Agreement Amending Easement dated September 24, 2003 between David W. Warren and Alice Jean Warren and Harry Edward Tyler and Joyce Candage Tyler as recorded in said Registry in Book 3745, Page 158.

This conveyance is further SUBJECT TO the following restrictions, obligations, and conditions which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property:

**SUBDIVISION ROAD**

1. Responsibility for all construction, improvement, paving, maintenance and repair, including utilities, of the subdivision road easement shown on the subdivision plan shall be allocated equally between the owners of each of the subdivision lots.
2. Any lot owner can improve the road easement at his or her own expense or upon agreement of all lot owners.
3. Each lot owner shall be solely responsible for damage to the road or within the road easement caused by such lot owner's invitees, guests or agents.
4. Lot owners shall share equally the cost of upkeep, repair and maintenance. Said upkeep, repair and maintenance shall include, without limitation, grading, ditching, addition of "rotten rock" or other fill, snow and ice removal, debris and old growth removal.
5. Without express written consent of the other lot owners, no lot owner shall place barriers or other obstructions along the easement which might obstruct the flow of vehicular or pedestrian traffic.

**DEVELOPMENT AND USE RESTRICTIONS**

1. All lots shall be used primarily for single family residential purposes but not for any commercial or industrial purpose except business incidental to home occupations.
2. No more than one single family dwelling, together with appurtenant outbuildings consistent with permitted uses such as garage or patio may be erected or maintained upon each lot.
3. All residences shall have full concrete foundation and be constructed with a minimum of 1250 square feet of floor area.
4. No mobile homes shall be erected, placed or maintained upon any lot.
5. No junked or abandoned vehicles shall be stored upon any lot.
6. The lots conveyed shall not be further divided.
7. No building of any kind or nature or like structure shall be built or placed or maintained within twenty (20) feet of the sideline with any other subdivision lot or remaining land of Joyce Tyler and ten (10) feet of any backline and not within fifty (50) feet of the legal sideline of the sixty-six (66) foot right of way.
8. No lot shall have more than 10% of the existing trees over 4" in diameter and 4' from the ground removed except as may be necessary due to disease, acts of nature, or clearing of actual area of home site construction.
9. Any new construction of a residential dwelling shall be completed within 18 months of the beginning of construction.
10. No husbandry of animals or poultry shall be conducted on any lot and no animals or fowl other than ordinary household pets shall be kept thereon.

The above described restrictions shall be for the benefit of and appurtenant to the other lots of the subdivision and shall be enforceable by the owners thereof, their heirs, successors and assigns who shall have the right to proceed at law or inequity to compel compliance therewith and prevent violation or breach of any of the restrictions and shall be entitled to recover all costs incurred at such proceedings, including reasonable attorney's fees, provided that the party initiating the enforcement action is, subsequently, the prevailing party. Further reference may be made to Declaration of Covenants Pret's Meadow Subdivision dated May 22, 2003 as recorded in the Hancock County Registry of Deeds in Book 3620, Page 265.

For Grantor's source of title reference may be made to deed dated September 23, 1976 from Harvey C. Saunders and Gertrude L. Saunders to Harry Edward Tyler and Joyce Candage Tyler as recorded in the Hancock County Registry of Deeds in Book 1272, Page 475. Further reference should be made to deed dated May 23, 1975 from Harry Tyler to Harry Tyler and Joyce Tyler as recorded in said Registry in Book 1216, Page 134. The conveyed premises are a portion of the premises there described. Harry Tyler died January 17, 2008 leaving Joyce Candage Tyler surviving joint tenant.

NO TITLE EXAMINATION HAS BEEN PERFORMED BY THE PREPARER OF THIS DEED.

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