

QUIT-CLAIM DEED WITH COVENANT

MAINE REAL ESTATE
TRANSFER TAX PAID

KNOW ALL MEN BY THESE PRESENTS, THAT, JOY W. FOSTER of Ellsworth, Hancock County, Maine, for consideration paid, GRANTS to MARK OSBORNE and MARISA OSBORNE, both of both of 4 Westwood Hills, Ellsworth, Hancock County, Maine, with QUIT-CLAIM COVENANT, as JOINT TENANTS, two certain lots or parcels of land together with all buildings and improvements thereon, situated in said Ellsworth and bounded and described as follows as shown on a plan of "WESTWOOD HILLS ELLSWORTH, MAINE" made November 1, 1972 and recorded in the Hancock-County, Maine, Registry of Deeds in Plan Book 13, Page 20, described in Exhibit A annexed hereto.

Together with all rights, easements, privileges and appurtenances belonging to the granted estate.

Witness my hand and seal this 23rd day of September , 1993.

Joy W. Foster
Joy W. Foster

STATE OF MAINE
COUNTY OF HANCOCK

September 23, 1993

Personally appeared the above named Joy W. Foster and acknowledged the foregoing instrument to be her free act and deed.

Before me, Lynda C Hamblen

Notary Public

LYNDA C HAMBLEN
NOTARY PUBLIC, MAINE

MY COMMISSION EXPIRES JUNE 16, 1999

Notary: Print or type name

SEAL

COUNTY

FIRST PARCEL: Commencing at the northwesterly corner of Lot 21 and the southwesterly corner of Lot 22 as shown on said Plan; thence South eighty degrees fifteen minutes East (S. 80° 15' E.) but always following the northerly sideline of said Lot 21 a distance of two hundred (200) feet to the westerly sideline of a fifty foot (50') right of way as shown on said Plan; thence continuing on the same course (S. 80° 15' E.) a distance of fifty (50) feet to the easterly sideline of said fifty (50) foot right of way, which point is at the northwesterly corner of Lot 17 as shown on said Plan; thence continuing on the same course (S. 80° 15' E.) but always following the northerly sideline of said Lot 17 a distance of two hundred (200) feet to a bolt driven in the ground at the northeasterly corner of said Lot 17; thence South nine degrees forty-five minutes West (S. 9° 45' W.) but always following the easterly sidelines of said Lot 17 and Lot 16 a distance of two hundred ninety-three and eight hundredths (293.08) feet to the southeasterly corner of said Lot 16 as shown on said Plan; thence North eighty degrees thirty-eight minutes West (N. 80° 38' W.) but always following the southerly sidelines of said Lot 16 and Lot 20 a distance of four hundred fifty (450) feet to the southwesterly corner of said Lot 20 as shown on said Plan; thence North nine degrees forty-five minutes East (N. 9° 45' E.) but always following the westerly sidelines of said Lot 20 and said Lot 21 a distance of two hundred ninety-six and seventeen hundredths (296.17) feet to the point of beginning.

The above-described parcel of land consists of Lots numbered 16, 17, 20 and 21, together with a portion of a fifty (50) foot right of way, all as shown on said Plan.

SECOND PARCEL: A strip of land fifty (50) feet in width extending southerly from Westwood Drive to the northerly sideline of the FIRST PARCEL hereinabove described, said fifty (50) foot strip being bounded and described as follows as shown on said Plan recorded in said Registry of Deeds in Plan Book 13, Page 20:

On the North by the southerly sideline of Westwood Drive
 On the East by the westerly sideline of Lot 18
 On the South by the northerly sideline of the FIRST PARCEL hereinabove described as conveyed
 On the West by the easterly sideline of Lot 22

The premises hereinabove described as conveyed, consisting of FIRST PARCEL and SECOND PARCEL, are conveyed expressly subject to the following permanent restrictions and conditions (not conditions subsequent) to wit:

1. Said premises shall be used for residential purposes only and not for any commercial or industrial uses.

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2. No more than one single family dwelling with the usual appurtenant structures, such as a garage, patio, toolhouse and playhouse may be erected or maintained upon said premises. No dwelling with private garage shall be constructed on said premises, the actual cost of which is less than Forth Thousand Dollars (\$40,000).

3. No dwelling house or garage shall be constructed on said premises until the plans and specifications for the exterior style, type of construction and materials to be used shall have been submitted to and approved by said Westwood Hills.

4. No dwelling house or garage shall be located on any numbered lot within forty feet of any perimeter boundary line of said lot, including any street line, except that when adjoining lots have a common ownership said forty foot setback provision shall apply only to the exterior perimeter boundaries of such adjoining lots owned by a common owner.

5. The location and construction of other permitted buildings, such as a toolhouse or playhouse, shall be subject to the approval of said Westwood Hills.

6. Boats, trailers, snowmobiles and similar vehicles, if stored outdoors, must be kept in an inconspicuous location.

7. No house trailer, mobile home, or other temporary structure shall be erected, placed, maintained or permitted to remain upon said premises except necessary temporary structures for a period not to exceed three months during the construction of a dwelling house and appurtenant structures, which temporary structures shall be removed promptly upon completion of said

construction.

8. Said premises, consisting of the FIRST PARCEL and SECOND PARCEL, hereinabove described, shall not be subdivided for sale or lease in parts or portions but shall be sold or leased only as an entirety.

9. No husbandry of animals or poultry shall be conducted upon said premises and no animals or fowl, other than ordinary household pets, shall be kept thereon.

10. No unregistered vehicle shall be stored on said premises except within a garage.

11. No trucks over 3/4 ton or backhoes, tractors and other similar equipment shall be parked overnight on said premises, and shall be permitted on said premises only when being used in the performance of services thereon for the lot owner.

12. Garbage cans, rubbish containers and clotheslines, if in view from a street or neighboring lots must be enclosed in a receptacle or screened from view.

13. Lawns, shrubbery and other landscaping shall be maintained in a good and sightly condition.

14. The foregoing restrictions and conditions shall run with the land and shall be for the benefit of all other lots shown on said Plain, and every part thereof. Invalidation of any one condition or restriction by Court Decree or otherwise, shall not affect any other restriction or condition herein set forth, which shall remain in full force and effect.

The above described premises are part of the premises conveyed by Dana G. Bolstad by deed dated October 16, 1970 and recorded in

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said Registry of Deeds in Book 1106, Page 482, and also part of the premises conveyed by John L. Moore et al by deed dated May 11, 1972 and recorded in said Registry of Deeds in Book 1141, Page 744.

Being the same premises described as conveyed in a deed from Westwood Hills to Charles K. Foster, Jr. dated November 15, 1977 and recorded in said Registry of Deeds in Book 1304, Page 626.

Also being the same premises described as conveyed in a deed from Charles K. Foster, Jr. to Joy W. Foster dated December 8, 1992 and recorded in said Registry of Deeds in Book 2034, Page 189.

TOGETHER WITH and as appurtenant to the premises hereinabove described as conveyed the right to enter upon remaining land of the Westwood Hills herein with the necessary men and equipment at all reasonable times and places to lay, maintain and repair water and sewer pipe lines to said premises herein conveyed across remaining land of the Westwood Hills herein from the main sewer line as now located in Westwood Drive and from the main water line installed by the Westwood Hills herein in said Westwood Drive, and to connect with the utility lines now installed on the northerly side of said Westwood Drive; provided that all work shall be done in a good and workmanlike manner, all debris promptly removed and all excavations promptly refilled.

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REGISTER OF DEEDS
HANCHON COUNTY SS.
Mary Pat Anderson

REGISTER

Put Jeff Foster