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QUITCLAIM DEED with COVENANT

DLN # 1002040092554

JAMES J. LINNANE AND EILEEN V. LINNANE, whose address is 29 Folkestone Drive, Bar Harbor, ME-04609, for consideration paid, grant(s) to **ALAN R. RESTELL AND CHRISTINE V. RESTELL**, whose address is 8 James Road, Sterling, MA 01564, as joint tenants, with **QUITCLAIM COVENANT**, a certain lot or parcel of land, together with any buildings or improvements thereon, situated in Town Hill, Bar Harbor, Hancock County, Maine, bounded and described as follows:

Lot 6 of the "Folkestone" subdivision located in Town Hill, Bar Harbor, Hancock County, Maine as shown on the subdivision plat in File-27-108 in the Hancock County, Maine, Registry of Deeds being a portion of the property conveyed by Millicent Z. Carey to Harvey L. Bunker and Eve D. Harrison by deed dated 5/23/96 and recorded at Book 2540, Page 291 of the Hancock County Registry of Deeds.

By acceptance of delivery of this deed, the Grantees herein, for themselves, their heirs and assigns, hereby agree to the following restrictive covenants (not conditions subsequent) which shall constitute a common scheme or plan for Lots 1 through 11 as shown on said plan:

1. Said premises shall be used for residential purposed only and in no event shall the premises or any portion thereof be used for commercial or manufacturing purposes; provided, however, that this restriction shall not prohibit the lease of the premises for residential purposes; and shall not prohibit the use of a portion of the premises as a "home occupation" as defined in the zoning ordinance of the Town of Bar Harbor.
2. Any subdivision of said premises is prohibited, provided, however, that this provision shall not prohibit adjustments in any and all boundary lines between adjoining land owners;
3. No mobile homes as defined in Me. Rev. Stat. Ann. Tit. 10, Sec 9081(1), or "manufactured" homes or house trailers shall be permitted on the premises for use as a permanent or seasonal dwelling regardless of whether said manufactured home or house trailer is attached to a permanent foundation. This is not intended to exclude kit or modular houses which are assembled on-site and on completion, cannot be readily

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distinguished from a traditional "stick built" house. Further no lot owner shall allow the rental of the property herein conveyed for the purpose of allowing the same to be occupied by a mobile home, "manufactured" home or house trailer. Nothing herein shall prohibit the use of the lot herein conveyed for temporary travel trailers or campers; and

- 4. No wild animals, livestock, or fowl shall be maintained on the premises herein conveyed. Nothing herein contained shall be construed to preclude the maintenance and keeping of domestic or household pets on the premises.

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

Meaning and intending to convey all and the same premises as conveyed from Jichun Chen and Jie Sun to James J. Linnane and Eileen V. Linnane by deed dated March 18, 2004 and recorded in the Hancock County Registry of Deeds in Book 3871, Page 287.

WITNESS our hands and seals this 16 day of April, 2020.

Witness

[Signature]
JAMES J. LINNANE

Witness

[Signature]
EILEEN V. LINNANE

STATE OF MAINE
COUNTY OF HANCOCK ss.

APRIL 16, 2020.

Then personally appeared the above-named, James J. Linnane and Eileen V. Linnane, and acknowledged the foregoing instrument to be their free act and deed.

[Signature]
Attorney at Law/Notary Public
KAREN M. HAMILTON
NOTARY PUBLIC - MAINE
Print Name COMM. EXPIRES 5/2/2026