

WARRANTY DEED

JORDAN & DERR, INC., a Maine Corporation with its principal place of business located at: P.O. Box 981, Ellsworth, Hancock County, Maine, for consideration paid, grants to: **RICHARD A. SHEA and PHYLLIS M. SHEA**, husband and wife, whose mailing address is: 49 Pillsbury Road, Londonderry, New Hampshire 03053, as **JOINT TENANTS**, with **WARRANTY COVENANTS**, a certain lot or parcel of land situated in Ellsworth, Hancock County, Maine, described as follows:

Lot No. 6-7, as shown on a subdivision Plan entitled, "River View II," prepared by Stephen R. Salsbury, PLS, dated December 3, 1998 and recorded in File 29, Plan 23 recorded in the Hancock County Registry of Deeds.

Lot No. 6-7 is conveyed subject to the following restrictive covenants (not conditions subsequent) imposed for the benefit of the remaining Lots shown on said Subdivision, to wit:

1. Lots shall be used for residential purposes only and not for any commercial or industrial uses, except for usual customary home occupations and professional uses;
2. There shall be no more than one (1) single family dwelling with usual appurtenant structures, such as garage, patio, or boathouse, may be erected or maintained on any lot;
3. No mobile homes, single or multi-unit manufactured homes, house trailers, tents, or temporary structures shall be erected, placed, maintained, or permitted to remain upon said lots;
4. Buildings shall be set back a minimum of fifty (50) feet from the roadway sidelines and a minimum of twenty-five (25) feet from rear and side boundary lines;
5. For the purpose of maintaining roads for the general use and benefit of all lot owners, each lot owner, in accepting a deed or contract for any lot, agrees to and shall be a member of and be subject to the obligations and duly enacted bylaws and rules of the Lot Owners Association, a non-profit corporation, if one is established. Pro-rata shares for upkeep expenses of the road and similar common improvements shall be shared on a per lot basis, with each lot receiving an equal assessment;
6. No numbered lot shown on the plan shall be further divided or sold. This does not preclude slight line adjustments between lots as long as all zoning regulations are met, and all appropriate approvals are received;

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7. No husbandry or animals or poultry shall be conducted upon the premises and no animals or fowl, other than ordinary domestic pets shall be kept thereon. Expressly prohibited, but not limited to, are sheep, goats, swine, poultry, and other farm animals;

8. No unregistered motor vehicles intended for over the road use shall be stored on any lot and no trucks over 3/4 ton shall be parked over night on any lot or on Barrett Way;

9. The foregoing restrictions are permanent restrictions (not conditions subsequent) and shall be for the benefit of all lot owners and forever run with the land;

10. Any proposed primary residential home to be built upon any lot shown hereon shall be reviewed and approved by Jordan & Derr, Inc., before construction starts.

11. The drainage easements and area shown adjacent to lots 6-9, 6-10, and 6-11 are for the benefit of the 50' wide roadways shown on the plan, and to permit drainage for any future development. The easements and easement area shown may be used for the transport and storage of water runoff, and are subject to the common uses of such an easement area, including but not limited to, clearing of vegetation, grubbing, ditching, installation of drainage pipe and structures, and the storage and ponding of water.

Together with a fifty (50') foot wide right of way in Barrett Road as depicted on Plan File 25, No. 7, for all purposes including all forms of access and transportation and for all utility services including facilities necessary for the transmission of electricity, gas, telephone communications, cable television, sewerage, water or similar services which are currently or may in the future become available. Said right of way shall be concurrent with the rights of the owners of Lots 1 through 5 as shown on said Plan.

A right of way, for all purposes of a way, including all forms of access and transportation and for all utility services including facilities necessary for the transmission of electricity, gas, telephone communications, cable television, sewerage, water or similar services which are currently or may in the future become available by and along the road known as Barrett Way and continuing to the Union River on land shown as the Shore Access, both as shown on a subdivision plan recorded in the Hancock County Registry of Deeds on December 3, 1998 in Plan File 29, No. 23.

Any and all other rights, easements, privileges and appurtenances belonging to the granted estate are hereby conveyed.

For Grantor's Source of title, see two (2) Quitclaim Deeds from Robert J. Barrett, III to Jordan & Derr, Inc. The first is dated June 26, 1998 and is recorded in the Hancock County, Maine, Registry of Deed at Book 2750, Page 409. The second is dated January 20, 1999 and is recorded in the Hancock County, Maine, Registry of Deeds, Book 2803, Page 267.

In Witness Whereof, the said Jordan and Derr, Inc., has caused this instrument to be executed by Jesse Derr, its Vice President duly authorized this 28th day of August, 2000.

JORDAN & DERR, INC.



By: Jesse Derr
Its: Vice President

HANCOCK, ss.

STATE OF MAINE

August 28, 2000

Personally appeared before me Jesse Derr and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,



Attorney at Law

Jeffrey C. Toothaker, Esq.

HANCOCK COUNTY

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