MAINE REAL ESTATE TAX-Paid

DLN 1001840043047

WARRANTY DEED

JOINT TENANCY
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS that I, **John W. DiSanto,** of Portland, Cumberland County, State of Maine, for consideration paid, grant to **Richard P. Mailman and Suzanne E. Mailman,** both having a mailing address of 80 Highland Street, Portland, Maine 04103, with **WARRANTY COVENANTS, as joint tenants,** the land in Portland, in the County of Cumberland and State of Maine, described as follows:

A certain lot or parcel of land located on Partridge Circle, so-called, in the City of Portland, County of Cumberland and State of Maine, being lot number 1 in the Stroudwater Woods Subdivision as set forth on a "Plan of Stroudwater Woods in Portland, Maine for Santo and Elizabeth Cimino" by Owen Haskell, Inc., dated October 25, 1979, approved by the Portland Planning Board on November 13, 1979 and recorded in the Cumberland County Registry of Deeds on December 3, 1979 in Plan Book 125 at Page 21.

The property herein conveyed is subject to the following restrictions and covenants which, except as otherwise provided below in paragraphs lettered K, M, N, P, Q, R, and V, may be enforced by the Grantors, their heirs and assigns, the Homeowners Association formed or to be formed pursuant to Homeowners Association Declaration, recorded in Cumberland County Registry of Deeds in Book 4538, Page 110, its successors and assigns or the owners of any parcel or lot in the Stroudwater Woods Subdivision as shown on the above-mentioned plan of the said subdivision, to wit:

A. **No owner of the premises shall do or permit to be done any act upon the premises which may be, or is, or may become a nuisance.**

B. **No fences or free standing walls exceeding six (6) feet in height shall be erected on the premises.**

C. **No dead trees or other unsightly growths shall be permitted to remain on any part of the premises, and no refuse pile or unsightly object shall be allowed to be placed or permitted to remain on any part of the premises.**

D. **No sign of any nature or description shall be displayed or placed upon any part of the premises, except for signs whose total area does not exceed one (1) square foot giving the name of the occupants and the street name and number of the premises, and except for a "for sale" sign referring only to the premises, not to exceed two (2) square feet in size.**

E. **No mobile homes shall be placed on the property at any time; provided, however, that trailers used for camping or so-called recreational vehicles will be permitted on the property. All such recreational vehicles, boats and trailers**

or other vehicles of any type shall be stored in a reasonable manner upon the property.

F. The premises shall be maintained in a mowed, cultivated or landscaped condition; provided, however, that hay fields, lawns, domestic gardens, shade trees, hedges and other ornamental plantings, fences and driveways shall be expressly permitted.

G. No snowmobiles, motorcycles, motor bikes, any other motorized two-wheel vehicles, or all terrain recreational vehicles shall be operated on the premises by the Grantees, their heirs or assigns, or their respective invitees or licensees; provided, however, such vehicles may be stored on said premises for use elsewhere.

H. Drainage on, over and through any of the land shown on the aforesaid plan shall not be altered, impounded, or otherwise impeded in such a way as to permit drainage water to unnaturally accumulate on land of the owners of other lots in the Stroudwater Woods Subdivision or upon Partridge Circle.

I. The lot or parcel herein conveyed shall not be further subdivided.

J. No structures except single family residences and structures ordinarily appurtenant thereto shall be built or erected on the lot or parcel herein conveyed.

K. No structure shall be built or erected except upon the written approval of the plans, the general specifications for such structures, and the specific site or location of the structure by the Grantors herein which approval shall not be unreasonably withheld, so long as the Grantors herein own any lot or lots within the Stroudwater Woods Subdivision. Except upon written waiver by the Grantors herein all such structures must be of a traditional type or style, must fit harmoniously into the natural environment and must complement the principal structures on other lots in the Stroudwater Woods Subdivision.

L. No structure shall be closer than fifty (50) feet to the sideline of Partridge Circle.

M. No principal structure for residential use shall be built which has less than two thousand four hundred (2,400) square feet of total living space, except upon written waiver of the Grantors herein.

N. Construction of a principal structure on the lot herein conveyed must begin within two (2) years of this deed and construction must be completed within one (1) year of the commencement of construction. Should the Grantees, their heirs or assigns, fail to commence construction within two (2) years of the date of closing, the Grantors at their option, shall have the right to require the

Grantees, their heirs or assigns to convey the lot herein conveyed to the Grantors for the same price for which the Grantees purchased the lot. Should the Grantees, their heirs or assigns, fail to complete construction within one (1) year of commencing construction, the Grantors, at their option, shall have the right to require the Grantees, their heirs or assigns to convey the lot herein conveyed to the Grantors for the same price for which the Grantees purchased the lot, together with an amount equal to the actual costs of any improvements made by the Grantees, their heirs or assigns.

O. No solid or liquid refuse or waste of any type shall be disposed of or otherwise permitted to remain on the premises for more than thirty (30) days.

P. No construction, dredging, draining, digging, filling or removal of vegetative cover, of whatever type, which adversely affects the shoreline of the Stroudwater River, shall be undertaken on the premises without the written permission of the Grantors or the Homeowners Association to be formed, which approval shall be withheld only if, in the reasonable opinion of the Grantors or the Homeowners Association, the proposed construction, dredging, draining, digging, or filling or removal of vegetative cover would unreasonably, adversely affect the aesthetics or ecological balance of the shoreline and the waters.

Q. No living tree six (6) inches or greater in diameter, measured at four and one-half (4-1/2) feet above ground level shall be removed from within twenty (20) feet of the property line of the lot herein conveyed, nor within one hundred fifty (150) feet of the Stroudwater River, nor within thirty (30) feet of the sideline of Partridge Circle without the written approval of the Grantors or the Homeowners Association which approval shall not be unreasonably withheld.

R. Reserved.

S. Reserved.

T. The lot herein conveyed is subject to a utility easement given by Norman Brown et al to the Portland Water District dated July 20, 1932 and recorded in the Cumberland County Registry of Deeds in Book 1410 at Page 76 and a utility easement given by Laurence C. Plowman et al to the Portland Water District dated May 11, 1957 and recorded in the said Registry of Deeds in Book 2359, at Page 10.

U. All lots on the Subdivision are subject to an Order of the City Council of the City of Portland that upon the direction of the Director of Public Works of the City of Portland, "sidewalks and/or curbs shall be installed by the lot owners at no expense to the City in accordance with the applicable City ordinances then in effect." By acceptance of the deed herein contemplated, the Grantees

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11/05/2018, 10:11:03A
Register of Deeds Nancy A. Lane E-RECORDED

on behalf of themselves and their heirs and assigns agree that they or their heirs or assigns shall bear the costs of any such sidewalks and/or curbs that may be required and which are contiguous to the lot herein conveyed.

V. The restrictions contained in subparagraphs B, C, D, E, H, I, K, L, M, N, and Q hereof may be waived on the case-by-case basis by a writing signed by the Grantors or a majority of the members of the Homeowners Association.

Being the same premises conveyed to John W. DiSanto in a deed from Santo A. Cimino and Elizabeth K. Cimino dated June 10, 1981, and recorded in the Cumberland County Registry of Deeds in Book 4796, Page 31.

The premises are conveyed subject to any easements and restrictions of record, and together with all rights, easements, privileges and appurtenances belonging to the premises described herein.

WITNESS my hand this 31st day of October, 2018.

Witness

John W. DiSanto

STATE OF MAINE
COUNTY OF CUMBERLAND

October 31, 2018

Personally appeared the above named John W. DiSanto and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/Attorney at Law ~~Michelle M. Cilea~~

MICHELLE M. CILEA
MY COMMISSION EXPIRES JULY 13, 2020
NOTARY PUBLIC
MAINE

After recording return to:
Richard P. & Suzanne E. Mailman
75 Partridge Circle
Portland, ME 04102

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