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02-23-2007 @ 03:18p

WARRANTY DEED

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KNOW ALL PERSONS BY THESE PRESENTS THAT WE, **DAVID ZISK AND LINDA A. ZISK**, both of P.O. Box 162, Mt. Vernon, Maine 04252 for consideration paid hereby grant to **MARK HAGOPIAN** of 37 Lakeview Way, Auburn, New Hampshire 03032, **with warranty covenants,** a certain lot or parcel of land together with any buildings thereon situated in **Chesterville,** Franklin County, State of Maine bounded and described as follows, to wit:-

Lot #4 as the same is depicted on plan entitled Parker Pond Shores, Patten Corporation of Maine, Chesterville, Franklin County, Maine prepared by Acme Engineering & Design, Inc. dated November 5, 1986 and recorded in the Franklin County Registry of Deeds in Plan P-979; reference to which is hereby made for a more particular description of the property herein conveyed.

This conveyance is subject to certain terms, conditions and restrictions set forth on Plan of Parker Pond Shores, Chesterville, Maine, recorded in the Franklin County Registry of Deeds in Plan P-979.

This conveyance is further made together with the right in common with other lot owners in this subdivision for the use and enjoyment of the Common Easement Area, so-called as depicted on the aforementioned Plan.

This conveyance is made together with and subject to an easement for ingress and egress and for the installation of utilities in common with others and all lot owners in the subdivision over the common roadways depicted on the aforementioned Plan of Parker Pond Shores.

Maine Real Estate Transfer Tax Paid

The above described premises are conveyed together with and subject to the provisions of a Declaration of Restrictive Covenants, Exceptions and Reservations dated July 7, 1987 and duly recorded in the Franklin County Registry of Deeds in Book 977, Page 13.

The following restrictions and conditions shall apply to the "Common Easement Area" as depicted on Plan of Parker Pond Shores made for Patten Corporation of Maine prepared by Acme Engineering and Design, Inc. dated January 3, 1987 and recorded in the Franklin County Registry of Deeds in Plan P-979.

1. The Common Easement Area shall remain in its natural state and shall not be altered through excavation, harvesting of timber, or development of any kind. Providing however, that nothing contained herein shall prevent the cutting of brush and trees for foot paths and fire lanes in the Common Easement Area or any other work that may be required for prudent forest management of the Area.

2. There shall be no snowmobiles, all terrain vehicles, or other type of vehicle permitted in, on, or though the Common Easement Area.

3. No parking of motor vehicles shall be allowed within the Common Easement Area.

4. No activity shall be allowed in the Common Easement Area that will unduly disrupt the wildlife contained therein, providing however, that this provision is not intended to prevent hunting or fishing within the Area.

5. There will be no construction of residential or commercial buildings or any other structures within the Common Easement Area.

6. There shall be no commercial activity of any kind allowed in the Common Easement Area.

7. Said Common Easement Area is subject to a right of way for ingress and egress as further delineated on the aforementioned Plan of Parker Pond Shores.

These restrictions may be enforced by the Parker Pond Shores Homeowners Association, who shall be entitled to proceed at law or in equity against anyone who violates these restrictions.

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By acceptance of this deed the Grantee herein, his heirs, personal representatives and assigns shall become a member of the Parker Pond Shores Homeowners Association a non-profit non-stock corporation duly organized and existing under the laws of the State of Maine and shall be subject to the By-laws, rules and regulations of said Association. This Association has been formed primarily to maintain the road, docking facilities and common easement area in the subdivision. The Association shall have the right to levy an assessment or charge for Association expenses which shall run with and bind the land herein conveyed and shall be binding upon the Grantee or Grantees, his, her, their, or its heirs, personal representatives, successors and assigns. This assessment or charge shall constitute a debt which may be collected by suit or action in any court of competent jurisdiction and shall constitute a lien or encumbrance on the land herein conveyed until paid. The lien hereby reserved and described shall, however, be at all times subordinate to the lien of any bonafide mortgage of any of the land herein conveyed, to the end and intent that the lien of any such mortgage shall be paramount to the lien for the charge herein imposed, and provided further, that such subordination shall apply only to the charges or assessments that shall become payable prior to the passing of title under foreclosure of such mortgage or acquisition of the title by deed in lieu of foreclosure; and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after foreclosure of such mortgage by sale or otherwise, or after conveyance in lieu of foreclosure.

A portion of said premises are conveyed subject to an easement for use and enjoyment by others in and to the "Common Easement Area" as depicted on said Plan of Parker Pond Shores. Said premises are further conveyed subject to a 50-foot right of way crossing a portion of said Common Easement Area and subject to an easement for ingress and egress for the owners of Lot "A", the location of said easement area being more clearly depicted on said plan.

The above described real estate being all and the same as described in a warranty deed from Patten Corporation of Maine to David Zisk and Linda A. Zisk dated July 18, 1987, recorded at Book 977, Page 174, Franklin County Registry of Deeds.

Excepting and Reserving therefrom the portion of the premises described in a warranty deed from David Zisk and Linda A. Zisk to Parker Pond Shores Homeowners Association dated June 24, 1992, recorded at Book 1296, Page 004, Franklin County Registry of Deeds.

Witness our hands and seals this 23rd day of February, A.D., 2007.

David Zisk

Linda A. Zisk

State of Maine
Franklin, ss.

February 23, 2007

Personally appeared the above-named **David Zisk and Linda A. Zisk** and acknowledged the foregoing to be **their** free act and deed, before me

Notary Public
Printed Name: Jonathan R. Luce
Comm. Expires: 02/04/2011

SEAL

ad.msoffice.winword.Deeds2007 Zisk David and Linda.wd

FRANKLIN COUNTY
Susan A. Black
Register of Deeds

Jonathan Luce
Farm