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005859

WARRANTY DEED
Joint Tenancy

Know all Men by these Presents,

That I, LANGDON M. HOLDEN of Kingfield, Somerset County, Maine

in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS

paid by FRANCIS NOE and SANDRA NOE, both of Stoughton, MA

whose mailing address is

Maine Real Estate Transfer Tax Paid

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said FRANCIS NOE and SANDRA NOE

as joint tenants and not as tenants in common, their heirs and assigns forever,

A certain lot or parcel of land, situated in Kingfield, Franklin County, Maine, and being Lot 10 of Claybrook Homesites, Phase II, on real property now owned by Langdon M. Holden, situated in said Kingfield and fully described in Franklin County Registry of Deeds, P-2257.

There is also conveyed to the Grantees, their heirs and assigns, a 50' easement for purposes of travel in common with others, and the right to place public utility poles, wires and appurtenant fixtures either over or under said right of way, from Route 27, so-called, over and across a bridge which crosses the Carrabassett River and the right of way then running in a northerly direction along the easterly line of all lots which are located in the Claybrook Homesites Subdivision. Said right of way is more particularly described on said plan ot lots, dated May 17, 1989 and recorded in said Registry, P-2257.

Excepting and reserving to Langdon M. Holden, his heirs and assigns, and others the right to use in common with the Grantees, for purposes of travel, the above mentioned right of way leading from Route 27, so-called, to the easterly terminus ot the bridge crossing the Carrabassett River, and thence according to layout of said way in said plan.
The above described premises are subject to the following covenants, restrictions, easements, charges and liens (herein referred to as covenants and restrictions), which are as follows, to wit:

1. No trade, business or commercial activity of any nature shall be conducted on any lot. The rental of property for purposes of single-family residential occupancy shall not be considered a trade business or commercial activity.

2. No structure shall be placed or maintained upon a lot other than dwellings or appurtenant structures for single-family occupancy, which shall not be more than two stories high.

3. No further subdivision shall be made of the lot, nor shall any owner permit or grant an easement or right of way for travel across the lot.

4. All plans for the construction of private roads and driveways and all building plans for any building or structure to be erected upon any of the lots in the subdivision and the proposed location thereof upon any lot and any changes after approval thereof, any remodelling, reconstruction, alteration or addition to any building, structure, road or driveway upon any lot in the subdivision shall require the approval in writing of Langdon M. Holden. Before beginning the construction of any road, driveway, building or structure whatsoever, or remodelling, reconstruction or alteration, such road, driveway, building or structure upon the lot, the person or persons desiring to erect or modify the same shall submit to

Langdon M. Holden a complete set of road or driveway plans or complete set of building plans and specifications for the building or structure desired to be erected, constructed or modified. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of Langdon M. Holden and which do not comply fully with the approved plans and specifications, shall be erected, constructed or placed upon any lot. Approval of such plans and endorsements on such plans and specifications, a copy of which shall be delivered to the owner of the lot upon which the prospective construction work is contemplated prior to the beginning of construction.

5. No cutting of disease-free pine trees in excess of ten inches D.B.H. shall be permitted on any lot, except to clear space for building construction and driveways.

6. No animals, except household pets, shall be kept on any lot.

7. Any building construction once commenced must be completed within two (2) years.

8. All buildings and structures shall be set back at least 50 feet from any side line.

9. Garbage, trash or other solid waste materials shall be promptly disposed of and carried away to areas maintained for such purposes by a governmental agency or other lawfully authorized entity. All temporary storage areas on lots shall be in locations not visible from the right of way.

10. The Grantees herein, their heirs and assigns, will promptly pay to Langdon M. Holden, his heirs or assigns, or a non-profit corporation formed as a road association, his or her proportionate share of the cost of maintaining and repairing the right of way leading from Route 27, so-called over and across the bridge spanning the Carrabassett River and running in a northerly direction along the easterly line of the above described parcel of land. By accepting title as herein conveyed, the individual lot owner will be required to either form or join in a road association in which each lot owner will be a full voting member. The association will be charged with the responsibility of maintaining and repairing the bridge providing access to the Claybrook Homesites, Phase II and Holden Enterprises subdivisions. The association will provide an equitable and just method for the payment of any and all such costs for the repair and maintenance regarding such access including snow removal, among the several members of the association.

    It is agreed and understood that if, in the future, the Grantor sells and conveys additional lots over and beyond the six lots comprising the Claybrook Homesites, Phase II subdivision, then and in that event, the subsequent grantees of additional lots will also be obligated to pay a proportionate share of the costs of repair and maintenance to the right of way and the bridge spanning the Carrabassett River and the present owners' proportionate share will be fractionally reduced in a proportionate manner to the number of lots which are being served by the right of way serving Claybrook Homesites, Phase II, Holden Enterprises, and/or further subdivisions or sales of lots.

11. For a violation or breach of any of these covenants and restrictions by any person, claiming by, through or under said Holden, or by virtue of any judicial proceedings, said Holden and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of these covenants and restrictions shall not bar their enforcement.

Invalidation of any one of the above covenants and restrictions by judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

Being the same premises conveyed to Langdon M. Holden, et al. by deed from Basil L. Rowe, dated November 18, 1978 and recorded in Franklin County Registry of Deeds in Book 572, Page 59. Reference is also made to a deed from William Bradford Holden to Langdon M. Holden, dated May 19, 1988 and recorded in said Registry in Book 1030, Page 62.

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To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said FRANCIS NOE and SANDRA NOE as joint tenants and not as tenants in common, their heirs and assigns, to their own use and behoof forever.

And I do covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all encumbrances ; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will **warrant and defend** the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said LANGDON M. HOLDEN, a single man,

~~husband/wife~~ of the said

~~joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights to the above described premises~~, have hereunto set my hand and seal this 31st day of the month of July , A.D. 1989 .

Signed, Sealed and Delivered in presence of

Donald E. Eames — Langdon M. Holden
LANGDON M. HOLDEN

State of Maine, County of Somerset **ss.** July 31 , 1989 .

Then personally appeared the above named LANGDON M. HOLDEN

and acknowledged the foregoing instrument to be his free act and deed.

Before me, Donald E. Eames
Notary Public
~~Attorney at Law~~

Printed Name, Donald E. Eames

FRANKLIN, SS REC'D.
89 AUG -1 PM 1:50
ATTEST-REGISTER Susan A. Black