DEBRA L. ANDERSON, REGISTER OF DEEDS
Bk 17761 PG 20
Instr # 2018028977
07/24/2018 10:29:50 AM
Pages 4 YORK CO

DLN: 1001840033286

WARRANTY DEED

(Maine Statutory Short Form - 33 M.R.S.A. §§ 761 *et seq.*)

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Cheryl B. Doane aka Cheryl Bunt Doane,** of the Town of Kennebunk, County of York and State of Maine, for valuable consideration received, hereby **GRANT** to **Cheryl Bunt Doane and Charles Tucker** of the Town of Kennebunk, County of York and State of Maine, **as JOINT TENANTS and not as tenants-in-common,** with **WARRANTY COVENANTS** a certain lot or parcel of land, together with any buildings or improvements thereupon, situated in the Town of Kennebunk, County of York and State of Maine, and being more particularly described as follows:

See Exhibit A, attached hereto and incorporated herein.

Maine R.E. Transfer Tax Paid

Witness my hand and seal this 19th day of July, 2018.

Witness

Cheryl Bunt Doane

STATE OF MAINE
COUNTY OF YORK, SS.

Then personally appeared this 19th day of July, 2018, the above named Cheryl Bunt Doane and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public/ Attorney at Law
Printed Name: Kirk Armstrong
My Comm. Exp: Notary Public
State of Maine
My Commission Expires 12/2/2018

CORNERSTONE
TITLE AND SETTLEMENT
1438 WASHINGTON AVENUE
PORTLAND, MAINE 04103
P:(207)797-8595 F:(207)797-8598

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EXHIBIT A

(Maguire Road-Kennebunk, Maine)

A certain lot or parcel of land situated on the southwesterly side of Maguire Road in the Town of Kennebunk, County of York, and State of Maine bounded and described as follows:

Beginning at an iron pipe at the northeasterly corner of herein described lot on the southwesterly sideline of Maguire Road at the easterly corner of land now or formerly of Rodney J. Bunch, Jr. and Diane M. Bunch described in a deed dated September 29, 2005 and recorded in the York County Registry of Deeds in Book 14618, Page 556, said iron pipe being 631.25 feet southeasterly from a 3/4" iron rod at land now or formerly of the heirs of Nellie Bartlett;

Thence S 43° 06' 00" E along Maguire Road, a distance of 200.00 feet to a point marked by an iron pipe;

Thence S 46° 54' 00" W along the remaining land of the Grantors, a distance of 350.00 feet to a 3/4" iron pipe;

Thence S 52° 51' 00" W continuing along said Grantors' land, a distance of 1070 feet, more or less, to Branch Brook;

Thence northwesterly along Branch Brook and the town line between Wells and Kennebunk to a point and said Bunch land;

Thence N 49° 56' 00" E along said Bunch land a distance of 1180 feet, more or less, to a 3/4" iron pipe;

Thence N 46° 54' 00" E continuing along said Bunch land a distance of 350.00 feet to the point of beginning.

Containing 6.18 acres, more or less.

This conveyance is subject to the restrictions and conditions attached as Exhibit 1.

For source of title reference may be made to a Patricia L. Furness and Richard J. Furness to Cheryl B. Doane dated June 29, 2017 and recorded in Book 17505, Page 950 in the York County Registry of Deeds.

* * * * * *

Reviewed and Approved: CBD

EXHIBIT 1

1. Said premises shall be used for residential purposes only and shall be occupied by not more than one residential unit. No business whatsoever or commercial enterprise shall be allowed, except, however, a professional occupation may be carried on in connection with the occupation of said home as a residence so long as the residential occupation of said home is the primary use of same and said professional occupational use of said home is part time and incidental in character to the maintenance of a full time office at some other location.

2. A residential unit shall include no buildings or structures other than the following, viz: One detached building house designed as a residence for one family; one garage for private use constructed either as an integral part of the dwelling or as a detached building and adapted for the storage of not more than three (3) automobiles; suitable garden structures including a greenhouse; and such additional structures as shall from time to time be used in connection with single family dwelling houses situated in similar neighborhoods. No buildings, fences or other structures of any kind shall be erected, placed or allowed to stand upon said property until the plans, specifications and locations thereof shall have been approved by the Grantors herein, their heirs, executors, administrators, devisees or their duly authorized agent, and such approval shall be in writing.

3. No keeping of poultry, swine, dog kennels or livestock, other than household pets normally housed in a residence, shall be permitted.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. Any new residential structure shall contain only one kitchen, and at least eighteen hundred (1800) square feet, but not more than thirty-two hundred (3200), square feet of livable area, not including porches, screened, glassed in, or otherwise treated, stoops, garages, carports or other living terraces. The second floor may be finished within four (4) years after start of construction to meet the 1800 square foot requirement.

6. No structure of a temporary character such as, but without limitation thereto, a house trailer, recreational vehicle, mobile home, tent, shack, garage, barn or other outbuilding shall be used as a residence, either temporarily or permanently, on any lot. No house trailer or similar vehicle shall be brought upon or be maintained or be permitted to remain on said property.

7. The exterior walls of any structures built on said premises shall be covered with brick or stone masonry, clapboards, shingles or flush wood siding, and design of said structures shall be in keeping and harmony with other buildings in the neighborhood and shall present the same architectural appearance as is characteristic of other buildings in the immediate vicinity.

8. No fence shall be erected over four (4) feet in height and no trees shall be planted to form any fence over four (4) feet in height. No fence shall be built except a post and rail wooden fence. However, a swimming pool fence may be of any design or material usual and common for fences surrounding swimming pools.

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9. The Grantee herein agrees to complete all exterior building construction and landscaping within eighteen (18) months from the beginning of construction. Completion, as herein used, includes, but is not limited to porches, steps, decks, platforms, carports and other outside living terraces.

10. No building shall be constructed or altered so that such building, alteration or addition would result in the building or any part of it having a height of more than two and one-half (2-1/2) stories not to exceed thirty-five (35) feet high exclusive of chimneys. The height of buildings shall be the vertical measurement from average mean grade of the immediately adjoining ground to the highest point of the structure.

11. The erection and use of any structure of the occupation of the land hereby conveyed contrary to these conditions and restrictions, or any part of them, shall be conclusively deemed a nuisance for which the Grantors, their successors and assigns, may have remedy by due process of law or may, at their option, by their agents, enter and remove and abate such nuisance at the expense of the Grantee, his heirs and assigns, without being responsible for the trespass therefor.

End of Document

CBD