Receipt # 188885
ERECORD
Bk 5516 PG 65
04/13/2020 11:47:30 AM
Pages 4
DEED
Instr # 4267
Cherri L Crockett Register of Deeds OXFORD COUNTY

WARRANTY DEED

Statutory Short Form

DLN: 1002040091984

KNOW ALL BY THESE PRESENTS, That **We, Peter F. Weissbrod, Co-Trustee and Katherine R. Graczyk, Co-Trustee of the Weissbrod-Graczyk Family Revocable Trust u/d/t dated September 22, 2016**, whose mailing address is **111 Brave Boat Harbor Road, Kittery Point, ME 03905**, for consideration paid, grant to **Brian C. Betters and Kimberly J. Betters** whose mailing address is **1019 Latana Court, Davidson, NC 28036,** as JOINT TENANTS, with Warranty Covenants, the real property in the Town of **Brownfield**, County of **Oxford** and State of **Maine**, more particularly described as follows:

MAINE REAL ESTATE TRANSFER TAX PAID

A certain lot or parcel of land situated in the Town of Brownfield, County of Oxford and State of Maine and being more particularly bounded and described as follows: Lot #69 as the same is depicted on Plan of Saco River Shores, Brownfield, Maine made for Patten Corporation of Maine, compiled by Main-Land Development Consultants dated October 7, 1986, revised November 3, 1986 and recorded in the Oxford County Registry of Deeds Western District in Plan Book 8, Pages 73 through 76; said Lot #69 being more clearly depicted in Plan Book 8, Page 76; reference to which is hereby made for a more particular description of the property herein conveyed.

Together with and subject to notes, conditions, restrictions, and easements as set forth on Plan of Saco River Shores, Brownfield, Maine, recorded in the Oxford County Registry of Deeds Western District in Plan Book 8, Pages 73, 74, 75 and 76.

This conveyance is made together with and subject to the provisions of a Declaration of Restrictions Affecting Property of Patten Corporation of Maine, Saco River Shores Subdivision, in the Town of Brownfield, County of Oxford and State of Maine, dated November 10, 1987 and recorded in the Oxford County Registry of Deeds Western District in Book 292, Page 835. By acceptance of this deed the Grantees herein, for themselves, their heirs and assigns, agree to comply with the conditions and restrictions set forth in said Declaration.

The roads depicted on the aforementioned Plan of Saco River Shores are privately owned and maintained by the Saco River Shores Homeowners Association and shall not, now or at any future date, become public/town road maintained by the Inhabitants of the Town of Brownfield.

Also conveying to the Grantees herein, for themselves, their heirs and assigns, an easement for ingress and egress and the installation of utilities in common with all lot owners in the Subdivision and others over all roads depicted on the aforementioned Plan of Saco River Shores Subdivision.

Also conveying to the Grantees herein, their heirs and assigns, the right to the use and enjoyment of the areas labeled "Patten Environmental Trust, Inc. Conservation Easement Area Saco River Shores Homeowners Assoc. (S.R.S.H.A)" as the same are depicted on the aforementioned Plan of Saco River Shores Subdivision but specifically subject the terms, conditions, restrictions and rights set forth in a Conservation Easement Deed given by Patten Corporation of Maine to Patten Environmental Trust, Inc. dated November 10, 1987 and recorded in the Oxford County Registry of Deeds, Western District in Book 292, Page 839. By acceptance of this deed, Grantees herein, for

themselves, their heirs and assigns, agree to comply with all the terms and conditions set forth in the Conservation Easement Deed when using these conservation easement areas.

By acceptance of this deed the Grantees herein, their heirs, personal representatives and assigns shall become a member of the Saco River Shores Homeowners Association a non-profit nonstock 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. The objectives of the Association shall be to coordinate, supervise, administer, regulate and otherwise manage certain common land, so-called, in Saco River Shores Subdivision designated as "Patten Environmental Trust, Inc. Conservation Easement Area Saco River Shores Homeowners Assoc. (S.R.S.H.A.) and the "Recreation Areas" as depicted on said plan of Saco River Shores, and to maintain the roads, including the Town Beach Road and fire lanes, fire ponds and hydrants situated in the Saco River Shores Subdivision for the benefit of the property owners 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 land herein conveyed until paid. The lien hereby reserved and described shall, however, be at all times subordinate to the lien of any bonafide preexisting 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 assessment that shall become payable prior to the passing of title under foreclosure of such mortgage or acquisition of 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.

Also conveying an easement in common with other lot owners in this Subdivision to the use and enjoyment of the two 'Recreation Areas" so-called as depicted on Plan of Saco River Shores recorded in the Oxford County Registry of Deeds, Western District, subject however, to the following restrictions and conditions:

1. The "Recreation Areas" 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 footpaths and fire lanes in the "Recreation Areas" or any other work that may be required for prudent forest management of the Areas and further providing that a parking area may be constructed on the Recreation Area adjacent to the Saco River.

2. There shall be no all terrain vehicles permitted in, on, or through the Recreation Areas.

3. No activity shall be allowed in the Recreation Areas that will unduly disrupt the wildlife contained therein, providing however, that this provision is not intended to prevent hunting or fishing withing the Areas.

4. There will be no construction of residential or commercial buildings within the Recreation Areas providing that certain structures may be erected to service the lot owners who use the Area adjacent to the Saco River such as a bath house, toilet facilities, etc.

5. There shall be no commercial activity of any kind allowed in the Recreation Areas.

These restrictions may be enforced by the Saco River Shores Homeowners Association or by Patten Corporation of Maine, its successors and assigns, who shall be entitled to proceed at law or in equity against anyone who violates these restrictions.

This conveyance is also made together with and subject to certain easements which are more clearly depicted and established on the aforementioned Plan of Saco River Shores.

Said Premises are also conveyed subject to a utility easement granted to Central Maine Power Company and Continental Telephone Company.

SUBJECT TO all other easements, covenants and restrictions of record, if any.

SUBJECT TO all mortgages and encumbrances of record, if any.

Meaning and intending to convey and conveying the real property described in a deed to **Peter F. Weissbrod and Katherine R. Graczyk, Co-Trustees of the Weissbrod-Graczyk Family Revocable Trust u/d/t dated September 22, 2016 by virtue of a deed dated September 22, 2016 and recorded in the Oxford County Registry of Deeds at Book 650, Page 169.**

Certification of Trust

Pursuant to 18-B MRSA §1013, now comes, **Peter F. Weissbrod, Co-Trustee and Katherine R. Graczyk, Co- Trustee** of **Weissbrod-Graczyk Family Revocable Trust**, hereinafter "Trust", and under oath, certifies the following as true:

1. The Trust was executed and remains in full force and effect and has not been revoked, terminated, modified or amended in any manner that would cause the representations contained in this certification of trust to be incorrect;
2. We are the sole current Co-Trustees in charge of said Trust;
3. Under the terms of the Trust, We are vested with the full power and authority to transact all business related to Trust property;
4. In particular, We are authorized under the terms of the Trust to execute and deliver this Deed in the Town of Brownfield, County of Oxford and State of Maine and to direct disposition of sale proceeds, and to authorize an agent to act on our behalf during the closing if we so choose.

WITNESS our hands and seals this 9th day of April, 2020.

Witness

Weissbrod-Graczyk Family Revocable Trust

By: _____
Peter F. Weissbrod, Co-Trustee

Weissbrod-Graczyk Family Revocable Trust

Witness

By: _____
Katherine R. Graczyk, Co-Trustee

STATE OF Maine
COUNTY OF York, ss.

April 9, 2020

Personally appeared on the above date the above-named **Peter F. Weissbrod, Trustee and Katherine R. Graczyk, Trustee** of **Weissbrod-Graczyk Family Revocable Trust** in their stated capacity and acknowledged the foregoing instrument to be their free act and deed.

HEIDI M. STEVENS
Notary Public-Maine
My Commission Expires
June 14, 2024

Before me,

_____
Notary Public/Attorney at Law
Print name:
Exp: _____