

Doc # 00063052

OXFORD WEST DIST. REGISTRY
2012 Oct 12 10:13:54A
JEAN WATSON
REGISTER

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Smyth & Associates, P.A.
P.O. Box 1010
Kennebunk, ME 04043

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WARRANTY DEED (Maine Statutory Short Form)

I, BERNARD F. RODERICK, of the Town of Fairhaven, in the County of Bristol and Commonwealth of Massachusetts, for nominal consideration, grant to AMY L. CEDERHOLM and JOHN F. RODERICK, Trustees, or their successors in trust under the RODERICK FAMILY IRREVOCABLE REAL ESTATE TRUST, NO. TWO, dated June 27, 2012; with WARRANTY COVENANTS, the land in the Town of Lovell, in the County of Oxford and State of Maine as described verbatim in a deed from Christian J. Senechal to Bernard F. Roderick dated February 5, 2004 and recorded in the Oxford West Registry of Deeds at Book 470, Page 472.

Legal Description: SEE "EXHIBIT A" ATTACHED
Property Location: 4 Stub's Way, Lovell, Oxford County, Maine

IN WITNESS WHEREOF, I, BERNARD F. RODERICK, have hereunto set my hand and seal on June 27, 2012.


Witness Soelle Mendes


BERNARD F. RODERICK

COMMONWEALTH OF MASSACHUSETTS

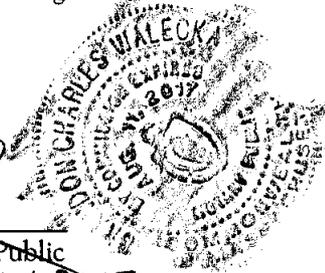
COUNTY OF BRISTOL, SS.

June 27, 2012

Then personally appeared the above named BERNARD F. RODERICK, who acknowledged the foregoing instrument to be his free act and deed.

Before me,


_____, Notary Public
My Commission Expires: August 11, 2017



NO REAL ESTATE
TRANSFER TAX PAID

EXHIBIT A

"A certain lot or parcel of land situated in Lovell, Oxford County, Maine, lying southerly of the Sabattus Road, so-called, being Lot Numbered Six (#6) as shown on plan entitled "EASTMANS' III", surveyed and drawn by Four Seasons Services, Inc., dated January, 1987 and recorded at the Oxford Western District Registry of Deeds on February 26, 1987 in Plan Book 8, Page 65, as amended by plan entitled "EASTMANS' II & EASTMANS' III - Amended", surveyed and drawn by Four Seasons Services, Inc., dated May, 1989 and recorded at said Registry in Plan Book 10, Page 19, reference to said plans being hereby made for more complete description of the herein conveyed lot, which contains some 86,582 square feet in area.

Saving, excepting and reserving, however, a right-of-way for all purposes, including the installation of utility services, leading southerly from said Sabattus Road across Lot #5 and Lot #6, in said EASTMANS' III, as amended; said right-of-way to be 66 feet in width, and to follow the course as shown on said amended plan dated May, 1989, and recorded in said registry of deeds in Plan Book 10, Page 19. The right-of-way hereby reserved shall be for the benefit of and appurtenant to lots #6 and #7 in said EASTMANS' III; also to all lands heretofore conveyed by the said Gordon M. Eastman lying southerly of said Sabattus Road, but not now adjacent thereto, which may be accessed by said right-of-way; and also appurtenant to all remaining lands of Gordon M. Eastman which may now or hereafter be accessed by said right-of-way, and/or any extension thereof.

Including in this conveyance as appurtenant to the parcel above conveyed a right of way for all purposes, including the installation of utility services, in common with Gordon M. Eastman, his heirs and assigns, and others now or hereafter having rights thereover, over and along the course of said 66 foot wide right of way reserved above.

All lots depicted on plan entitled "EASTMANS' III, Lovell, Maine", dated January, 1987 and recorded in Oxford Western District Registry of Deeds at Plan Book 8, Page 65, as amended by plan entitled "EASTMANS' II & EASTMANS' III - Amended, Lovell, Maine", dated May, 1989, recorded in said registry of deeds in Plan Book 10, Page 19 (save for Lot numbered 2 which was earlier conveyed in 1986) shall be subject to the following perpetual use restrictions, which shall be deemed real covenants running with the land, specifically enforceable by the owner of any lot depicted on said plan and/or by Gordon M. Eastman, his heirs and assigns:

1. No more than one single principal residential building shall be located on each lot at any one time.

2. No lot shall be subdivided, save for the division of a lot between the owner of two or more adjacent lots, in which case the lot so enlarged shall thereafter be deemed a single lot for the purposes of these restrictions.

3. The owners of Lots number Six (6) and Seven (7) agree to contribute their fair proportionate share of the expense of maintaining, improving and plowing the roadway providing access thereto, as shown on said plan as amended. In addition, the owners of said Lots numbered 6 and 7 agree to become and remain supporting members of any lot owners association hereafter created to maintain the roadways providing access to interior lots in Eastman's development.

Being the same premises conveyed by Warranty Deed from Gordon M. Eastman to Christian J. Senechal and Mary C.H. Senechal, and recorded in the Oxford Western District Registry of Deeds on November 27, 1989, Book 308, Page 389. See Book 357, Page 65 for the conveyance from Mary C.H. Senechal to Christian J. Senechal."

The within deed was prepared using a description provided to the drafter. No independent title search was performed and the drafter specifically makes no warranties regarding the accuracy of the information contained herein.