

Alpine Title Services  
6 Pleasant Street  
Conway, NH 03818  
\$2,550

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Book 3512 Page 692 Page 1 of 4  
Register of Deeds, Carroll County  
*Lisa Scott* LCHIP CAA118622 25.00  
TRANS TAX CA921688 2,550.00

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## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **WILLIAM P. ELWOOD**, a married man, with a mailing address of 22 Beal Place, Scituate, Massachusetts 02066, for consideration paid, grant to **KEITH C. LAVOIE**, having a mailing address of 5 Dions Way, Norton, Massachusetts 02766 and **RALPH J. LAVOIE, SR.**, having a mailing address of 242 North Worcester Street, Norton, Massachusetts 02766, as joint tenants with rights of survivorship, and not as tenants in common, with WARRANTY COVENANTS, the following:

A certain lot or parcel of land, together with any improvements thereon, located in Madison, Carroll County, New Hampshire and which parcel is a portion of the former Section B which section is more particularly delineated on a plan for Arthur Bolduc recorded in Carroll County Records, at Plan Book 6, Page 73, top, and further depicted in Thorne's survey dated May, 1975, as follows:

Another parcel of Section B per Bolduc plans as follows: commencing at the northeasterlymost corner of the within grant at an iron pipe marking the northwesterlymost corner of Lot 13 of section B in said Bolduc subdivision on the southerly edge of an access road; thence southerly on a course of south 13 degrees 35' west 82.3 feet by the westerly sideline of said Lot 13 to an iron pipe; thence running to the left on a course of south 12 degrees 40' west 81.7 feet by the westerly sideline of Lot 14 to an iron pipe on the northerly sideline of an access road (being the third lateral access road running from town line road westerly through section B); thence turning to the right and running north 76 degrees 35' west 184 feet by the northerly sideline of said access road to an iron pipe at its intersection with another access road; thence turning to the right and running north 31 degrees 30' west 23.2 feet by said access road to an iron pipe; thence turning to the right north 13 degrees 25' east 132 feet by the easterly edge of said access road to an iron pipe marking the intersection with the access road first herein mentioned; thence turning to the right and running north 38 degrees 17' east 22.1 feet by said access road to an iron pipe; thence turning to the right and running south 76 degrees 35' east 184 feet by the southerly edge of said access road to the place of beginning. Being 0.75 acres more or less. Also shown as Lot A on plan entitled: "A Plan of Land in Madison, N.H. owned by: Martin Furnbach" dated October 4, 1977 recorded in Plan Book 56, Page 82.

**"There is also conveyed in common with the Grantors, their heirs and assigns in connection herewith general rights of way over all roadways depicted and/or laid out on the plans aforesaid as severally benefit the within parcels of land which rights of way to be in common with others having rights thereover but shall nevertheless to the extent not in conflict with the use of others therein, be deemed to be held for all purposes of ingress and egress including placement of utilities over and under the ground. Such rights of way shall severally be deemed appurtenant to the within granted tracts and shall extend as indicated on said plans to the public highway.**

**"There is saved, excepted and reserved nevertheless the water system and water lines as presently located under the surface of the ground serving this general area whether or not the same traverse any of the within granted premises by their location. For such purposes, there is further saved, excepted and reserved to the Grantor, its successors and assigns the right to enter any of the aforementioned parcels for purposes of digging, laying maintaining, replacing and/or inspecting any of such water pipe lines as traverse under the within granted premises provided that in the event the surface of the ground is disturbed, the same shall be resmoothed to its former condition and further expressly reserving the right to lay larger pipelines within the same trench as the existing pipelines and/or replace existing pipelines with larger pipelines and generally to maintain the same in a manner approved by the State of New Hampshire Water Supply and Pollution Control Commission or any successor agency for the State of New Hampshire supervising and/or controlling community water systems. For description purposes it is acknowledged that said pipelines generally run under the surface of all rights of way but to the extent traversing any of the within grant, such grant is to be deemed subject to said easement, as now constructed and existing under the surface of the ground.**

**"The above parcel is parcel D of Parcel 10 in deed of Great Northern Land Corporation to these Grantors dated July 29, 1975, recorded in said Records Book 599, Page 72, from which the quoted portion above has been copied. The rights hereunder conveyed and/or reserved are further delineated and appurtenant to all the parcels of the within Grantors and to the extent applicable, only common rights are granted and/or reserved hereunder.**

**'As evidenced by the acceptance of this deed, the parties hereto, for themselves, their heirs and assigns, agree that until January 1, 1995, each of the within tracts severally shall be subject to the following restrictions governing their use, which shall be construed as real covenants running with the land, enforceable as in equity by any owner of any cottage lot in the Pea Porridge Lake Development as originally laid out by Arthur L. Bolduc:**

**'1. Neither the property herein conveyed, nor any part of it, shall ever be used for any commercial purpose whatsoever, but solely for private residential purposes, which shall not be deemed to prevent rental for private residential purposes.**

**'2. No more than one residential building shall be maintained at any one time on this lot.**

**'3. No buildings shall ever be erected on either of the within parcels within fifteen feet of any exterior line of such parcels; provided, however, that while two or more adjacent parcels are owned by the same party, this restriction shall apply only to the exterior sidelines of the entire group of adjacent parcels held by the same owner.**

**'4. Sewage disposal shall be of modern interior design, utilizing water-flush closets or gas or electric fired combustion systems. All plumbing, sanitary facilities and private water supplies shall conform to all applicable Federal and State Laws, and local ordinances.**

**'5. No house trailers, camping trailers, travel trailers, tents, or other form of mobile or temporary residences of any type or description shall be kept on the premises unless fully enclosed within a garage. This restriction shall not apply to small tents used for play by children.**

**'6. All structures erected on said land shall have as exterior finish clapboards, shingles, masonry or other equal quality finish, with no tar paper, tarred shingles, or other types of tarred siding or rough boarding allowed. All structures erected on any such cottage lot shall be promptly and expeditiously completed as to their exteriors, including paint, stain or varnish on any exterior surfaces above the foundation within eighteen months after construction is commenced. Each residential building shall contain at least 480 square feet of floor area exclusive of porches, breezeways, sheds and garages.**

**'7. The land hereby conveyed, and all improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance at all times. No unregistered motor vehicles, junk or debris shall be stored or kept in open view of the premises; should any improvements on the premises be damaged by casualty or become unsightly through wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements above set forth. No activity shall be permitted on the land, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.**

**'8. Any breach of the use restrictions established hereunder shall be deemed a nuisance, which after fifteen days following mailing of written demand for conformance, the Grantor, his heirs and assigns, shall have the right to abate. The right is expressly reserved to enter said land, or any structure thereon, to abate such nuisance without liability for trespass or otherwise, and this shall be in addition to all other remedies for enforcement permitted by law or equity. In every such case, the party enforcing such restrictions shall be entitled to recover from the owner all expenses of abatement and/or enforcement, including reasonable attorney's fees.**

**"There is conveyed herewith without warranty of title a common appurtenance to use and enjoy the beach area in common with the Grantors, their heirs and assigns and others having rights therein, which beach area is designated on Bolduc Plan of Section A of the Pea Porridge Lake Development recorded in said Plan Book 6, Page 72, bottom, which beach area shall be for swimming and all reasonable uses in connection therewith but not to include boating."**

**Meaning and intending to describe and convey those premises conveyed by Warranty Deed of Frank M. Healy and Kathleen W. Healy to the Grantors herein dated June 26, 2017 recorded at the Carroll County Registry of Deeds at Book 3334, Page 689.**

**The above described is not homestead property of the grantor, nor of his spouse.**

EXECUTED, this 23<sup>rd</sup> day of JUNE, 2020.

WPK

William P. Elwood

STATE OF MA

COUNTY OF Plymouth

The foregoing instrument was acknowledged before me this 23 day of June, 2020 by William P. Elwood known to me or satisfactorily proven by photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

Richard Donohue

Notary Public/Justice of the Peace

Printed Name: Richard Donohue

My Commission Expires: 7-25-25

