

Bk 16897 Pg284 #17579
08-02-2023 @ 09:57a

NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY
PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION
NOT DLN 1002340243584 NOT

KNOW ALL BY THESE PRESENTS, THAT I, ALICE MAY HERRICK, Personal Representative of the ESTATE OF ROSALINDA ALICE SWEENEY, deceased (intestate) (Penobscot County Probate Court, Docket No. 2022-0559), by the power conferred by the Probate Code, and every other power, in distribution of the Estate, hereby grant to ALICE MAY HERRICK, of 58 S. End Road, New Haven, Connecticut 06512, ROBERT HURLBURT, of 296 Valley Avenue Road, Exeter, Maine 04435, KENNETH RICHARDSON, of 119 Sea Hill Road, North Branford, Connecticut 06471 and BRIAN RICHARDSON, of 64 Enfield Road, Lincoln, Maine 04457, as tenants-in-common, being the individuals entitled to such distribution, the following real property located in Exeter, County of Penobscot and State of Maine, bounded and described in Exhibit A, which is appended hereto and incorporated herein.

WITNESS my hand and seal as of this 24 day of May, 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness Beth Grieder

Alice May Herrick
Alice May Herrick, Personal Representative of
the Estate of Rosalinda Alice Sweeney

STATE OF MAINE *Connecticut*
COUNTY OF PENOBSCOT, ss.: *New Haven*

On this 24th day of May, 2023, before me personally appeared the above-named ALICE MAY HERRICK and acknowledged the foregoing instrument to be her free act and deed, in her said capacity.

~~Notary Public~~

RICHARD K. COKER
Notary Public, State of Connecticut
My Commission Expires 08/31/2027

SEAL

Initial Initial Initial

AMH (SR) BR

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y
EXHIBIT A

N O T
A N
O F F I C I A L
C O P Y
A certain lot or parcel of land situated in EXETER, County of Penobscot, State of Maine, bounded and described as follows, to wit:

C O P Y
Being Lot #3, on the subdivision plan entitled "LedgeWood Subdivision, on the Avenue Road in Exeter, County of Penobscot, Maine", dated July 22, 1997, prepared by William E. Webber, Jr. of Webber Surveying, Inc., and containing 5.75 acres. Said plan being recorded in Penobscot Registry of Deeds as Plan 1997-68.

The foregoing being a portion and only a portion of the same premises conveyed to Bill and Barb Gourley, Inc. by Stewart N. Smith, by deed dated November 27, 1996, recorded in Penobscot Registry of Deeds, Vol. 6282, Page 162.

It is understood and agreed (and as a part of the consideration hereof and by the acceptance of these presents the grantees herein covenants for themselves, their heirs, executors, administrators and assigns to observe the same), and the above described premises are granted upon and are subject to the following covenants, restrictions, and reservations (in addition to any hereinabove or hereinafter mentioned):

1. No structures of a temporary character, trailer, basements, sheds, shacks or garages or other forms of mobile dwellings or out buildings shall be used at any time as a residence, provided, however, that nothing herein contained shall restrict an owner of a property from camping on his or her lot using any recreational equipment or vehicle. This may only be done on a seasonal basis and under no circumstances be called a residence. Recreational vehicles may be used for temporary camping on the lots shown hereon, however, said vehicles may not remain on any lot for more than 90 days in any given calendar year.
2. All structures erected on said lots shall be finished with clapboards, log siding, stone, masonry or other finished siding which shall be compatible with surrounding dwellings.
3. The exterior of any buildings shall be completed within one (1) year after commencement of construction.
4. All lawn or other suitable landscape areas shall be maintained in an attractive manner, no trash, junk cars, appliances, or refuse shall be allowed to accumulate on the lot and exterior of the residence in such a manner as to give an unsightly appearance, to create a nuisance or depreciate the subdivision.

These covenants shall run with the land and shall be appurtenant thereto and shall be binding

EPSTEIN & O'DONOVAN, LLP • PORTLAND, MAINE

Initial Initial Initial
AMH BR

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

upon any persons or parties which shall own or hereafter acquire the above described premises or any interest therein. The owner of any lot which may be subject to these covenants (or those substantially the same) and which was acquired from Bill and Barb Gourley, Inc. or in which Bill and Barb Gourley, Inc. was a predecessor in title shall have the rights to prevent or stop violation of any of these covenants by injunction nor other lawful process and to recover damages resulting from such violation. The failure of any owner to enforce such covenants at any time shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Invalidity of any one covenant by Judgment of Court shall in no way effect any of the other covenants which shall remain in full force and effect.

Meaning and intending to convey and hereby conveying the same premises conveyed to Rodger D. Sweeney and Rosalinda A. Sweeney as joint tenants by Warranty Deed from Bill and Barb Gourley, Inc., dated October 10, 2003 and recorded in the Oxford County Registry of Deeds in Book 6540, Page 294. Rodger D. Sweeney died on November 7, 2021, leaving Rosalinda A. Sweeney as surviving joint owner.

EPSTEIN & O'DONOVAN, LLP • PORTLAND, MAINE

No Transfer Tax Paid

**Susan F. Bulay, Register
Penobscot County, Maine**

Initial Initial Initial
AMH BR