

WARRANTY DEED  
MAINE STATUTORY SHORT FORM

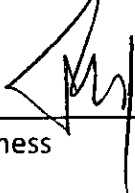
KNOW ALL MEN BY THESE PRESENTS, that I, **Andrea J. Hayes f/k/a Andrea Jean LeClair**, of 7 Gollums Way, Windham, ME 04062, for consideration paid, grant to **Cynthia Niemeyer and Jonathan James**, of 73 Two Bridge Road, Wiscasset, ME 04578, as joint tenants, with **WARRANTY COVENANTS**, the following described real property:

See attached Exhibit A

Being the same premises described in a deed from John S. Butt III to Andrea Jean LeClair dated June 18, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25204, Page 149.

Witness my hand and seal this 28<sup>th</sup> day September, 2012.

Signed, sealed and delivered in the presence of:


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Andrea J. Hayes

STATE OF MAINE  
COUNTY OF Cumberland, ss

Date: 9/28/12

Personally appeared the above-named **Andrea J. Hayes** and acknowledged the foregoing to be her free act and deed.

Before me,   
\_\_\_\_\_  
Notary Public/Attorney at Law

Print name: Jeffrey R. Vigne  
My commission expires: \_\_\_\_\_

MAINE REAL ESTATE TAX PAID

CJ #

EXHIBIT A

A certain lot or parcel of land located in the Town of Windham, County of Cumberland, State of Maine, being situated southerly of, but not adjacent to, Mount Hunger Shores Road and being Lot 'G' as shown on Revision Plan of Deer Hollow Subdivision, prepared by Ronald I. Keniston, dated April 20, 1992, recorded in the Cumberland County Registry of Deeds in Plan Book 192, Page 96.

Lot 'G' is conveyed Subject to and Together with those matters, conditions and notes as depicted or set forth on the said Revision Plan of Deer Hollow Subdivision, as affected by Affidavit Affecting Deer Hollow Subdivision dated September 22, 1998 to be recorded herewith, and the matters set forth or referred to below, which shall be binding upon and benefit the Grantees their heirs and assigns and shall run with the land.

The conveyance of Lot 'G' is made with the benefit of an easement over the most easterly portion of Lot 'F' as shown on Revision Plan of Deer Hollow Subdivision, over a strip of land adjacent to the easterly sideline of Lot 'F' and 50 feet in width, from Mount Hunger Shores Road to Lot 'G', shown on said Plan as "Right of Way", as an easement or right of way for pedestrian and vehicular access and egress from Mount Hunger Shores Road to Lot 'G' for installation of utility services as defined in 33 M.R.S.A. § 458 as it may be amended, and for all other purposes of a right of way, specifically including the right to clear, excavate, pave, install and maintain a driveway and utilities in said easement area.

The conveyance of Lot 'G' is made subject to easements granted to the Portland Water District by deed dated march 31, 1995 and recorded in said Registry of Deeds in Book 11870, Page 196, and deed dated March 31, 1995 and recorded in said Registry of Deeds in Book 11870, Page 198.

The conveyance of Lot 'G' is made subject to whatever rights any person or persons and the public may have in and to the use of Woodland Road and Mount Hunger Road, also known as Little Sebago Road, those rights including but not limited to an easement granted by James H. Price and Jacqueline Laird Price to the Inhabitants of the Municipality of Windham over the southerly portion of said roads for all purposes associated with the construction and maintenance of town roads by deed dated October 6, 1992 and recorded in the Cumberland County Registry of Deeds in Book 10350, page 332.

Lot 'G' is also conveyed subject to the following covenants, conditions, and restrictions which shall be considered as real covenants running with the land and shall be binding upon the within Grantees, their heirs and assigns. All said covenants, conditions and restrictions shall be enforceable by Jacqueline Laird Price and James H. Price, or by the heirs, administrators and assigns of either of them, either in law or equity; any lot owner determined to be in violation of any covenant, condition or restriction shall pay for these costs of enforcement, including reasonable attorneys fees. Provided, however, that nothing contained herein shall be construed as creating an obligation on Jacqueline Laird Price, James H. Price or their heirs, administrators or assigns to enforce said restrictions. These covenants, conditions and restrictions shall continue in full force and effect until January 1, 2009, at which time they shall terminate.

CJ #

1. Residential Use: No parcel shall be improved or used except for single-family residential purposes, with no more than one principal residence. Any garage shall be attached to the principal residence, except Lot 'G' where a detached garage and/or barn is permitted.
2. Construction Period: Construction of any dwelling unit, exclusive of a garage and breezeway, which may be added at a later date, shall be completed within one year from the date that construction commenced.
3. Approval of Plans: Prior to the commencement of any construction on a lot, plans and specifications for all structures shall be submitted to Jacqueline Laird Price or her designated agent for written approval as to the following: quality of materials, harmony of external design, site, and color (including choice of materials for exterior siding) with existing or proposed dwellings; the placement of any structure on the lot; the profile of any structure with respect to finish grade elevation; the size of any structure; the location of a well and septic system; and the routing of utilities. No dwelling or other structure, including a garage and breezeway, which are added at a later date, may be constructed or placed on a lot without written approval.
4. Revegetation: All areas disturbed during the development of any lot must be revegetated as soon as reasonably possible, but in any event, no later than two years from the date construction originally started.
5. Mobile Homes, Trailers, Other Vehicles: Except during the construction period, no mobile homes shall be placed on a lot. Trailers used for camping and recreational vehicles can be parked or garaged on a lot so long as they are not used as a residence. All such trailers and recreational vehicles and all boats, utility trailers and equipment, including snowmobiles, may be stored on a lot in a reasonable manner but must be screened from Woodland Road and Mount Hunger Shores Road in so far as is reasonably possible and in any event may be stored no closer than 75 feet from the sideline of the above-named roads. No more than one unregistered motor vehicle, which is not garaged, may be stored on lot.
6. Buffer Areas: Buffer areas along lot lines within which no structure shall be permitted are as follows: front lot line 100 feet (except Lot 'B' and Lot 'D' 75 feet and Lot 'G' 50 feet); side lot line 30 feet; rear lot line 30 feet. Within the side lot buffer areas the trimming of trees and removal of dead and downed trees is permitted, but living trees which are 4 inches or greater in caliper shall not be cut or removed without written consent of Jacqueline Laird Price. No more than 30% of any lot may be clear of trees without written consent of Jacqueline Laird Price.
7. Animals: The keeping of poultry, swine, dog kennels, livestock or other animals shall not be permitted on any lot except for household pets normally housed in a single family residence, except that on Lot 'G' the keeping of up to three horses shall be permitted in accordance with Town ordinances, and horses may be kept on the remaining lots with the written consent of Jacqueline Laird Price.
8. Enforcement: When the "written consent of Jacqueline Laird Price" is required, such consent may be given by Jacqueline Laird Price, by her agent James H. Price, or by their heirs. Jacqueline Laird Price, James H. Price, the heirs of Jacqueline Laird Price and James H. Price, and any lot owner within the Deer Hollow Subdivision shall have the right to take legal action to secure enforcement of these covenants.

Received  
Recorded Register of Deeds  
Oct 02, 2012 08:15:14A  
Cumberland County  
Pamela E. Lovley

CJ #