32-158
#3895

TRANSFER TAX PAID

WARRANTY DEED

012501

THIS WARRANTY DEED, made this May 26, 1993 by CHARLES F. WOJISKI of Monroe, Connecticut, to KAREN A. KNIGHT of Winslow, County of Kennebec, State of Maine.

CHARLES F. WOJISKI, in consideration of one dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does ***give, grant, bargain, sell and convey*** unto **KAREN A. KNIGHT**, and KAREN A. KNIGHT's heirs, successors and assigns, the following described premises, situated at 43 West River Road, in the city of Waterville, County of Kennebec, State of Maine and further described as follows:

A certain lot or parcel of land together with any buildings thereon situated in Waterville, County of Kennebec and State of Maine and bounded and described as follows:

Beginning at a granite bound in the westerly line of the Sidney Road, said granite bound marking the northeast corner of land of Edward J. Poulin and Zelie Poulin, and being further identified as marking the third angle in the west line of the Sidney Road from the Oakland Road; thence at an interior angle of sixty-two degrees thirteen minutes with the westerly line of the Sidney Road a distance of one hundred fifty-four and fifty-eight hundredths (154.58′) feet to an iron pin; thence at an interior angle of one hundred seven degrees and twenty-three minutes a distance of seventy-two and thirty-four hundredths (72.34′) feet to an iron pin; thence at an interior angle of eighty-one degrees and twelve minutes a distance of one hundred thirty-one and four hundredths (131.04′) feet to an iron pin the westerly line of the Sidney Road; thence at an interior angle of one hundred nine degrees and twelve minutes a distance of one hundred (100′) feet along the westerly line of the Sidney Road to the point of beginning.

The above described parcel of land is conveyed subject to the following restrictions lettered from A to E which will be binding upon the said grantees, and all persons claiming or holding under or through said grantees, and said restrictions shall be deemed as covenants running with the title to said land:

(a) That said lot or parcel of land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall occupy said land or any part thereof, at any one time;

(b) That no house for more than two families, and that no house costing less than five thousand ($5,000.00) dollars shall be built upon said lot; and that no building, or extension to such building, shall be erected or placed on any part of said land nearer to the westerly line of the Sidney Road than fifty (50′) feet;

32-158

(c) That any outbuilding, including garages, shall not be erected nearer to the westerly line of the Sidney Road than the front part of the main building erected or to be erected on said land;

(d) That no house or other building shall be erected or placed upon said land nearer to the lines of said lot than six (6') feet. The restriction in this paragraph shall not in any way affect those set forth in paragraphs lettered B and C;

(e) Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land, and for a violation of the terms hereof, or any of them, by the grantees herein named, or any person or persons holding or claiming by, under or through the aforesaid grantees the right is expressly reserved to the grantors, their heirs and assigns, to proceed at law or in equity to compel compliance with the terms thereof.

Meaning and intending hereby the same premises conveyed by Charles F. Wojiski and Arlene M. Wojiski by Warranty Deed of Jeannette D. Rancourt dated 1 July 1992 and recorded in the Kennebec County Registry of Deeds in Book 4171, Page 215. Herein Grantor is the surviving joint tenant.

To have and to hold the above-described property, together with all the privileges and appurtenances thereunto belonging, unto Grantee and Grantee's heirs, successors and assigns, forever. And CHARLES F. WOJISKI for himself and his heirs, executors and administrators, hereby ***covenants*** with KAREN A. KNIGHT, and KAREN A. KNIGHT's heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that Grantor has a good right to convey such premises; that the premises are free from all encumbrances, except as listed (list any encumbrances); That Grantor and Grantor's heirs, executors and administrators will forever WARRANT AND DEFEND all of the above-described property to Grantee, Grantee's heirs, successors and assigns, against every person lawfully claiming the same or any part thereof;

Witness my hand on this May 26, 1993.

Witness: X

X Charles F. Wojiski
CHARLES F. WOJISKI

ACKNOWLEDGEMENT

STATE OF ~~CONNECTICUT~~ MAINE, SS.
KENNEBEC, SS.

Personally appeared the above named CHARLES F. WOJISKI and acknowledged the foregoing instrument to be his free act and deed.

Date: May 26, 1993

X
Notary Public

DAVID R. WHITTIER
MY COMMISSION EXPIRES:
AUGUST 31, 1993

RECEIVED KENNEBEC SS.
1993 MAY 28 AM 9:00

SEAL

ATTEST:
REGISTER OF DEEDS