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TRANSFER
TAX
PAID

WARRANTY DEED

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DONALD E. GEHRET and **SUE C. GEHRET** of Waterville, County of Kennebec and State of Maine, for consideration paid, grant to **MELVIN NALE** and **DEBORAH NALE** of Waterville, County of Kennebec and State of Maine, with **WARRANTY COVENANTS,** as joint tenants, the land in Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Land in Waterville, County of Kennebec, State of Maine, with the buildings thereon, bounded and described as follows, to wit:

Beginning at a point in a westerly line of Martin Avenue, which point is four hundred ten (410) feet northerly of an iron pin marking an angle point in the westerly line of Martin Avenue; thence northerly in the westerly line of Martin Avenue a distance of one hundred ten (110) feet; thence westerly at a right angle a distance of one hundred twenty-five (125) feet; thence southerly at a right angle a distance of one hundred ten (110) feet; thence easterly at a right angle a distance of one hundred twenty-five (125) feet to the point of beginning.

Meaning and intending to describe Lot #85 on plan entitled "Academy Acres" dated June 25, 1957, by R.G. Knowlton.

Subject to the following restrictions, number I to IX, which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, for a period extending to January 1, 1995, and which, until said date, shall be deemed as covenants running with the title to said land.

I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situated on said land be used for business or manufacturing purposes; and that no outbuildings shall be occupied as a residence prior to the construction of the main buildings.

II. That no house for more than one family shall be built upon said land, and that no building costing less than twelve thousand dollars ($12,000) shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet.

III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall be not nearer any side street than twenty-five (25) feet.

IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.

V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon.

VII. That if the owner of two or more contiguous lots purchased from the Ursuline Vice Provincialate Northeastern Vice Province desires

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to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.

VIII. Said single 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 thereof, or any of them, by the said grantees herein named, or any person holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the grantors, and their assigns, or the owner of any lots, to proceed at law or in equity to compel compliance with the terms thereof. The grantors herein do not hold themselves responsible for the enforcement of the foregoing restrictions.

IX. That no house or other buildings shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

Being the same premises conveyed to Donald E. Gehret and Sue C. Gehret by Warranty Deed from Donald G. Leach and Joan G. Leach dated June 30, 1986 and recorded in the Kennebec County Registry of Deeds in Book 2978, Page 87.

WITNESS our hands and seals on August 18, 1999.

X _____ WITNESS

X Donald E. Gehret DONALD E. GEHRET

X _____ WITNESS

X Sue C Gehret SUE C. GEHRET

THE STATE OF Maine **August 18, 1999**
Kennebec, ss.

Then personally appeared the above named DONALD E. GEHRET and SUE C. GEHRET and acknowledged the foregoing instrument to be their free act and deed.

Before me, X _____
Notary Public

m9903 gehrettonale

DAVID R. BUTLER
MY COMMISSION EXPIRES:
JUNE 21, 2000

SEAL

RECEIVED KENNEBEC SS.
1999 AUG 20 AM 8:25
ATTEST: _____ REGISTER OF DEEDS