

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that, **C. A. JOHNSON ELIOS PROPERTY, LLC**, a Maine limited liability company, whose mailing address is 63 Island View Drive, Gouldsboro, Maine 04607, for consideration paid, GRANTS to **CAROLYN R. FANDREI**, whose mailing address is 8365 SW 134 St., Pinecrest, Florida 33156, with **WARRANTY COVENANTS**, a certain lot or parcel of land situated in Gouldsboro, County of Hancock, State of Maine, bounded and described in Exhibit A attached hereto and made a part hereof.

Together with all rights, easements, privileges and appurtenances belonging to the granted estate.

Witness our hand and seal this 19th day of October, 2004.

C. A. Johnson Elios Property, LLC

By: C.A. Johnson Managing Partner
C. A. Johnson, Managing Partner

STATE OF Maine
COUNTY OF Hancock

October 19, 2004.

Personally appeared the above-named C. A. Johnson and acknowledged the foregoing instrument to be his free act and deed in his said capacity and free act and deed of said LLC.

Before me, L. Jackson
Notary Public

SEAL

Notary: Type or print name

LORIANNE P. JACKSON
Notary Public, Maine
My Commission Expires July 6, 2005

MAINE REAL ESTATE
TRANSFER TAX PAID

EXHIBIT A

A certain lot or parcel of land situated in Gouldsboro, County of Hancock, State of Maine, bounded and described as follows, to wit:

All and the same premises depicted as Lot No. 4 on a subdivision plan entitled "Island View Subdivision", Gouldsboro, Maine, dated 21 May 2002, recorded in the Hancock County Registry of Deeds on 20 June 2002 at Plan File 31, No. 18.

The hereinabove described premises are conveyed subject to the following restrictive covenants (not conditions subsequent), to wit:

1. All lots shall be used for residential purposes only, and not for any commercial or industrial use, except for the usual customary home occupations and professional uses.
2. No more than one single family dwelling with usual appurtenant structures, such as garage, patio, or boathouse, may be erected or maintained upon any lot.
3. No mobile homes, modular homes, house trailers, tents or temporary structures shall be erected, placed, maintained or permitted to remain upon any lot.
4. No lot shall be further subdivided. This does not preclude site line adjustments between lots as long as all zoning regulations are met and all appropriate approvals are received.
5. No husbandry of animals or poultry shall be conducted upon the lots and no animals or fowl, other than ordinary domestic pets shall be kept on the premises.
6. No unregistered motor vehicle intended or over the road use shall be stored on any lot.
7. Each lot owner shall prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her lot. All lots shall be landscaped and neatly maintained and shall not appear to be in an unclean or untidy condition that will be obnoxious to the eye.
8. Each lot owner for the purposes of maintaining the road for the general use and benefit of all lot owners, by acceptance of a deed to any lot in the subdivision hereby agrees to abide by the terms and provisions of the Island View Road Maintenance Agreement to be executed by each lot owner and recorded at the Hancock County Registry of Deeds.
9. No single family dwelling with a floor area of less than 1200 square feet (not including garage) may be placed or erected upon said lots within this subdivision.
10. The foregoing restrictions are permanent restrictions (not conditions subsequent) and shall be for the benefit of Lots 1 through 7 as depicted on said subdivision plan and every part

thereof and shall run with the land. Invalidation of any one provision shall not affect any other provisions which shall remain in full force and effect.

The hereinabove described premises are conveyed subject to a view easement for the benefit of Lots 1 and 2 and together with the benefit of a view easement over and across Lots 4, 5, and 6 and a small portion of Lot 7. The centerline of the entire view easement area is more particularly bounded and described as follows, to wit:

Beginning at a point on the westerly sidelines of Lot 1 as shown on a plan entitled "Island View Subdivision", dated 21 May 2002, by Patrick J. Downey, P.L.S. and recorded at the Hancock County Registry of Deeds on 20 June 2002 at Plan File 31, No. 18; said point bearing North eight degrees twenty-five minutes forty-four seconds East (N 08-25-44 E) one hundred sixty-six and forty-two one-hundredths feet (166.42') from the southwest corner of said Lot 1; thence South eight-nine degrees thirteen minutes one second West (S 89-13-01 W) one hundred twenty-one and four one-hundredths feet (121.04') to a point; thence North eighty-seven degrees forty-one minutes fifty-five seconds West (N 87-41-55 W) two hundred forty-five and twenty-five one-hundredths feet (245.25') to a point; thence North eighty-three degrees one minute forty-two seconds West (N 83-01-42 W) four hundred forty-two and seventy-four one-hundredths feet (442.74') to a point.

Bearings referenced to Grid North, Maine State Coordinate System, East Zone.

The Grantee herein by acceptance of this conveyance hereby agrees for themselves, their heirs and assigns that they shall be responsible for maintaining so much of their premises as is affected by the view easement so as not to interfere with the view from any other lot benefited by said easement. No structures of any kind shall be erected or maintained within the view easement area nor shall any vegetation be allowed to grow over six (6') feet in height within the view easement area.

The Grantee herein by acceptance of this conveyance hereby also agrees for themselves, their heirs and assigns that any dwelling house to be constructed on the premises shall be constructed on that portion of the premises which lies southerly of the view easement area.

The hereinabove described premises is conveyed together with a five (5) foot wide walking right of way to the shore of Frenchmans Bay all as shown and depicted on said subdivision plan.

Also hereby conveying in common with all other lot owners in the subdivision, a right of way for all purposes of way, including the transmission of voice and utilities all as the same as defined in 33 M.R.S.A. Section 458 over and across the roadway all as shown and depicted on said subdivision plan.