

**DECLARATION OF PROTECTIVE COVENANTS  
RESERVATIONS, RESTRICTIONS, AND EASEMENTS OF  
JONES RIDGE SUBDIVISION  
LOIS LANE AND LUTHER LANE  
GOULDSBORO, MAINE**

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS AND COMMON EASEMENTS, made this 14th day of September 2020, by Clark Kent Development, LLC, an Illinois Limited Liability Company with its principal address of 2530 N. Marshfield Avenue, Chicago, IL 60614, hereinafter referred to as the "Declarant".

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Gouldsboro, which is a portion of the above-referenced land acquired, which development is known as Jones Ridge Subdivision and is more particularly described in a Plan of Jones Ridge Subdivision made by GH Johnston & Associates, dated June 19, 2018, approved by the Town of Gouldsboro Planning Board on March 5, 2019 and recorded in the Hancock County Registry of Deeds in 2019P0018.

WHEREAS, Declarant desires to provide for the improvement of Jones Ridge Subdivision a harmonious plan for the relative location of residential structures, garages, rights-of-way, easements, roads and general land use, all to assure the purchasers of parcels in Jones Ridge, their heirs and assigns owning such parcels, that the use, benefit and enjoyment of the individual parcel, easements and roads shall not conflict with the harmonious plan; and

WHEREAS, the Declarant desires to create a residential area of Jones Ridge Subdivision providing for the greatest possible degree of health, safety, environmental beauty, and amenity for the property owners and inhabitants thereof, and to effect the foregoing purposes, desires to subject the property to protective covenants and common easements and enforcement of same, the maintenance of improvements and facilities (including roads), and the establishment, collection and disbursement of assessments, all as set forth hereinafter, each and all of which are for the benefit of the property and of each parcel of the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way and other common roads and/or facilities, and otherwise carrying out objectives of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the property shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the protective covenants and restrictions, the reservations and exceptions, the common rights and easements, all of which are declared to be in furtherance of a uniform scheme for the development of the property, and said protective covenants, reservations, and common easements are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the parcels located thereon, to create mutual, equitable servitudes upon each of the parcels in favor of each and all other parcels therein and to create reciprocal rights and privities of contract and estate between all persons acquiring or owning an interest in an portion of the property including Declarant, and Declarant's grantees, successors, administrators, and assigns and shall be deemed to run with the land be a burden and benefit to and enforceable by all such persons, including Declarant, and Declarant's grantees, successors, administrators, and assigns.

ARTICLE I  
Definitions

The following words shall, as used here have the following meanings, unless the context plainly requires otherwise:

- a. Road. All roads and ways as shown on the Plan of Jones Ridge Subdivision.
- b. Declarant. Clark-Kent Development LLC, as aforesaid, any successor all of Declarant's right, title, and interest in and to the property.
- c. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any parcel or parcel, but not including Declarant.
- d. Parcel or Parcel. Any one of the numbered parcels within the property as shown upon the Plan, which may hereafter be conveyed by Declarant.
- e. Plan. That Plan labeled "Jones Ridge" Subdivision, June 19, 2018, approved by the Planning Board of the Town of Gouldsboro, Maine, on March 5, 2019, and recorded in the Hancock County Registry of Deeds 2019P0018.

ARTICLE II  
Reservations and Exceptions

Common Rights and Easements

Each conveyance of a parcel shall be deemed to include as appurtenant to said parcel, subject to such regulations as may be established from time to time by the parcel owners, the following:

- a. Drainage and Utility Easement. An easement of 15 feet measured from the road right-of-way, over the land of each parcel owner, and the perpetual right to enter upon the land for all purposes necessary to construct and maintain utilities-(above or below-ground) and ditches and sheet flow;
- b. Easement of access to Jones Pond.

ARTICLE III  
Protective Covenants and Restrictions

- a. Residential Use. No more than one principal residential building designed and occupied for single-family use shall be maintained on any single parcel at any one time. For the purposes hereof, "family" shall mean persons related by blood, marriage, or adoptions, or not more than four unrelated persons, living together as a single housekeeping unit. This restriction shall not prevent the erection of such auxiliary structures such as garages, storage buildings, or the like to be maintained in connection with the private residential use

of the property, nor shall it prevent either the attachment to or inclusion within the principal residential building an apartment or a separate guest house (with municipal approval).

- b. No Commercial Use. No parcel shall be used for any commercial purpose whatsoever, but solely for private residential purposes. This restriction shall not be construed to prevent rental of any home on said parcel for private residential purposes, nor to prevent the conduct of professions, craft work, artistic endeavors and similar home occupations, but only when conducted from within a private residence, solely by individuals regularly living therein. There is no noise, odor, vapor or other non-visual indication (nuisance or not) that a business is operated on the lot.
- c. Maintenance of Road, Stormwater Easements, Utility Services and Fire Pond. Each parcel owner in the Jones Ridge Subdivision shall be responsible for their own Road maintenance and snow removal.
- d. Sewage Systems. All on-site sewage disposal systems shall be designed and installed in compliance with the applicable requirements and standards in the State of Maine at the time said systems are designed and installed.
- e. Compliance with Ordinances. All construction activities, including the siting of buildings, septic systems, and water supply shall be in accordance with all local, state and federal laws, codes, ordinances, and regulations.
- f. Completion of Construction. Any exterior construction commenced on any parcel shall be completed within a period of 36 months from the date construction originally commenced.
- g. No Mobile Homes, Trailers and Tents. There shall be no singlewide mobile homes placed or stored on any parcel. No trailers, camp trailers, or temporary dwellings of any size shall be kept on or maintained on any of said lots. Recreational and fifth wheel vehicles will be permitted on a temporary basis connected to a permanent power source.
- h. Subdivision. No lots shown on the site plan of Jones Ridge Subdivision shall be subdivided.
- i. Home Development. Prefabricated or manufactured housing is allowed. No dwelling or other building erected on any parcel shall be covered with tar paper or asphalt siding but shall be covered with clapboards, shingles or other suitable material. Roofs of all buildings erected on any parcel shall be pitched.
- j. Livestock. No livestock, animals or poultry other than household pets shall be kept, maintained or allowed on any of the lots. No boarding or breeding kennels may be kept or maintained on any lot.
- k. Trash. Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from the road or any other parcel.

- l. Access to Jones Pond The walking path to Jones Pond shall be used only by Jones Ridge Subdivision Homeowners. The Jones Pond access shall only be used for non-motor watercraft. The Jones Pond access shall not be used for any group gatherings. No unregistered motor vehicles may be kept on any property located in the subdivision unless said vehicle is parked in an enclosed garage. No house trailer, business or commercial vehicle, or vehicle of similar nature (including tractor trailers) shall be brought upon, or be maintained, or be permitted to remain on the property except a business vehicle normally used by a parcel owner in his or her occupation may remain on the property provided said vehicle is parked in an enclosed garage.
- m. Water Supply. The water supply for each parcel shall be provided by means of drilled wells.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Clark Kent Development LLC has caused this Declaration to be duly executed this 14<sup>th</sup> day of SEPTEMBER, 2020.

Clark Kent Development LLC

By:

[Signature]

Name: ANDREW RAY

Title: MANAGING MEMBER

STATE OF ILLINOIS)

COUNTY OF COOK) ss:

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that ANDREW RAY, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14<sup>th</sup> day of September 2020.

[Signature]  
Notary Public

My Commission Expires: 10/15/2020

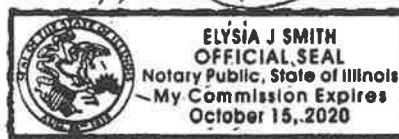


EXHIBIT "A"  
LEGAL DESCRIPTION

A certain lot or parcel of land together with any and all structures and improvements situated thereon, and appurtenances thereto, situated in Gouldsboro, Hancock County, Maine and being the same premises as described as follows, to wit:

Beginning at a No. 6 rebar on the southwesterly right of way of U.S. Route 1 in Gouldsboro, Hancock County, Maine and said point also marking the northerly corner of property now or formerly of Tom Allen, described in Book 2011, Page 19 of the Hancock County, Maine Registry of Deeds;

Thence S. 30° 20' 47" W. and generally following a wire fence along the northeasterly side of said Allen property a distance of 1918.08 feet to a 3/4" iron pipe; thence N. 86° 57' 38" W. following the northwesterly line of Morris, 143.05 feet to an iron pipe marking the northwesterly corner of Morris, aforementioned; thence S. 29° 21' 35" W. along land of Morris 135.87 feet to an iron pipe; thence S. 1° 08' 47" W. along land of Morris, described in Book 6468, Page 1 of said Registry, a distance of 267.22 feet to a #5 capped iron rebar; said rebar also bearing on a tie line S. 65° 18' 59" E. a distance of 514.50 feet from an iron pipe at or near the southwesterly corner of land now or formerly of Flaherty (described) in Book 896, Page 370 of said Registry; thence continuing to the seasonal highwater line, 2 feet more or less, of Jones Pond.

Thence Westerly but always following the seasonal high-water line of Jones Pond, 515' more or less, to a point bearing South 29° 46' 02" W. from the aforementioned iron pipe marking the approximate southeasterly corner of the property now or formerly of Flaherty described in Book 896, Page 370; thence N. 29° 46' 02" E. and generally following a wire fence and old blazes a distance of 1236.1 along land now or formerly of Flaherty to an iron pipe, which bears on a tie line S. 29° 46' 02" W. a distance of 655.82 feet, generally following a wire fence from a 5/8 inch rebar on the southerly side line of the U.S. Route 1 right of way; Thence N. 41° 13' 58" W. following the northeasterly boundary of Flaherty, aforementioned, a distance of 901.57 feet to a 5/8" rebar located on the easterly boundary of land now or formerly of Foss as described in Book 1323, Page 570 of said registry; thence N. 36° 39' 13" E., but following the easterly sideline of Foss 270.02' to a 5/8" rebar at or near the southerly sideline of U.S. Route 1 right of way.

Thence following the southerly sideline of the U.S. Route 1 right of way the following courses and distances:

- S. 61° 22' 23" E. a distance of 142.40 feet to a point;
- S. 67° 54' 50" E. a distance of 683.84 to a 5/8" rebar;
- S. 67° 54' 50" E. a distance of 536.68' to the point of beginning.

Together with any interest the grantors may have from the northeasterly sideline of the premises hereinabove described to the centerline of U.S. Route 1, subject to the rights of the public."