DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND EASEMENTS OF JORDAN SHORES SUBDIVISION LAMOINE, MAINE

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS AND COMMON EASEMENTS, made this 23 day of May, 2022, by Maine Woodland Properties, a Maine corporation with an address of 5210 Paylor Lane, Sarasota, FL 34240 hereinafter referred to as the "Declarant".

WHEREAS, Declarant has acquired by deed of Ralph A. Miro, Jr., Gioia Schultz, Gloria Miro, Anthony W. Miro, and Joseph Schultz, dated August 18, 2021 and recorded in the Hancock County Registry of Deeds in Book 7148, Page 256, a certain parcel of land situated on Douglas Highway, in the Town of Lamoine, County of Hancock, and State of Maine; and

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Lamoine, which is the above-referenced land acquired from Ralph A. Miro, Jr., et al, which development is known as Jordan Shores Subdivision and is more particularly described in a Plan of Subdivision "Jordan Shores" made by West Falls Surveying, approved by the Town of Lamoine Planning Board on April 14, 2022, and recorded in the Hancock County Registry of Deeds on April 22, 2022 as File: 49, No. 79, Instrument # 51 ; and

WHEREAS, Declarant desires to provide for the improvement of Jordan Shores 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 Jordan Shores Subdivision, their heirs and assigns owning such Parcels, that the use, benefit, and enjoyment of the individual Parcel shall not conflict with the harmonious plan; and

WHEREAS, the Declarant desires to establish the Jordan Shores Subdivision as a residential 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, 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/or facilities, and otherwise carrying out objectives of this Declaration;

NOW, THEREFORE, Declarant hereby declares that Parcels within the Jordan Shores Subdivision 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 that 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 any interest in any portion of the property including Declarant, and Declarant's grantees, successors, administrators, and assigns and shall be deemed to run with the land and 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 Jordan Shores Subdivision.

b. Declarant. Maine Woodland Properties, as aforesaid, and any successor to 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 Parcels, but not including Declarant.

d. Parcel. Any one of the numbered Parcels, numbered 1 through 11, within the Jordan Shores Subdivision as shown upon the Plan, which may hereafter be conveyed by Declarant.

e. Plan. That Plan labeled "Jordan Shores", approved by the Planning Board of the Town of Lamoine, Maine, on April 14, 2022, and recorded in the Hancock County Registry of Deeds on April 22, 2022 as File 49, No. 79, Instrument # 51.

ARTICLE II
Reservations, Exceptions and Easements

Each conveyance of a Parcel shall be deemed to be subject to the following as applicable:

a. Drainage and Utility Easement. Each Parcel shall be subject to an easement of 15 feet measured from the edge of the Road right-of-way, over the land of each Parcel owner for the benefit of Declarant, its successors and assigns for the perpetual right to enter upon the land for all purposes necessary to maintain utilities and ditches.

b. Access. A right-of-way for all purposes over and along the road, in the subdivision, as said is shown on the Plan of the Subdivision, in common with Declarant and the owners of the other parcels.

ARTICLE III

Protective Covenants and Restrictions

The following use restrictions and protective covenants shall apply to each Parcel conveyed from the Jordan Shores Subdivision, to be construed as real covenants, running with the land, enforceable by Declarant and the owner of each Parcel within the Jordan Shores Subdivision:

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 adoption, 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.

c. Surface Water, Stormwater and Groundwater. No owner of a Parcel, his agents, or successors in interest shall alter the natural course of surface water on any Parcel in a way that would alter the natural flow of such water across any other Parcel, unless such alteration is approved in writing by the owners of all Parcels affected.

d. Underground Storage/Hazardous Materials. There shall be no underground storage of fuel oil or activities involving the use or storage of hazardous materials as defined by the Resource Conservation and Recovery Act of 1976, 40 CFR, Part 261, as amended..

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. All structures erected on any Parcel shall be completed as to their exteriors, including paint, stain or varnish, on all exterior surfaces above the foundation, within twelve months from the date construction is commenced.

g. No Mobile Homes; Trailers and Tents. There shall be no mobile homes placed or stored on any Parcel. Travel trailers, camping trailers, tents or other form of mobile or temporary residence are allowed to be used and kept on the premises no longer than 120 days per calendar year. Once a home has been constructed, a motor home/camper can be stored on the property. Modular homes, pre-fabricated homes and log cabin kits are allowed to be built on the property.

h. Siding and Roofs. No dwelling or other building erected on any Parcel shall be covered with tar paper, asphalt siding, or corrugated metal siding but shall be covered with clapboards, shingles or other suitable material. Roofs of all buildings erected on any Parcel shall be pitched.

i. Trash. Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from the road or any other Parcel.

j. Business/Commercial and Unregistered Motor Vehicles. No unregistered motor vehicles may be kept on any property located in the subdivision unless said vehicle is parked in an enclosed garage. No 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.

k. Water Supply. The water supply for each Parcel shall be provided by means of drilled wells.

l. Road Maintenance. Each parcel owner in the Subdivision shall have right, duty and obligation to maintain both The Lane and Farm's Edge Road, the foot path and the public parking area.

m. Animals. No animals or fowl shall be kept on the premises except ordinary household pets, regularly housed within the home.

n. Power. Each parcel owner in the Subdivision will be responsible for extending underground power to their building site from the existing power lines roadside.

IN WITNESS WHEREOF, Maine Woodland Properties has caused this Declaration to be duly executed as of this 23rd day of May, 2022.

MAINE WOODLAND PROPERTIES
By: M T Emmons
Name: Michael T. Emmons
Title: President

State of Florida
County of Sarasota, ss.

The above-named Michael T. Emmons, in his capacity as President of Maine Woodland Properties personally appeared before me this 23 day of May, 2022 and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

DONNA HALLIGAN
Notary Public - State of Florida
Commission # HH 246754
My Comm. Expires Jul 24, 2026
Bonded through National Notary Assn.

Donna Halligan
Notary Public/Attorney at Law