

# MOOSELEY RIDGE, MAINE

## Covenants

Hans W. Jenau and Rosemarie V. Jenau (hereinafter, "Jenau"), the record owner of Lots #1-9 located in Phillips, Maine, shown on a "Final Subdivision Plan of Mooseley Ridge, Rangeley Road, Phillips, Franklin County, Maine ("the Property") which was prepared by ACME Engineering & Design, Inc., New Vineyard, Maine and recorded as Plan P-4730 at the Franklin County Registry of Deeds which was approved by the Town of Phillips Planning Board and hereby submits the Property to the following covenants, conditions and restrictions which shall run with the land:

### EASEMENTS:

1. The owners and their heirs, successors and assigns (hereinafter, "Owners") of lots # 1 through # 9, also known as Phase 1 of the development, as shown on the plan are granted an easement to use in common with others of the privately owned road by Jenau.
2. The existing road on Mooseley Ridge remains a private road and must be maintained by all Owners prorated based on property size.
3. Jenau, their agents and employees reserves the right to use the road and the river front easement in conjunction with Owner at no charge to Jenau.
4. Jenau and its assigns reserve the right to install power and other utilities throughout the property for all Phases where desired.
5. Lot # 1 and lot # 9 grant access to the ATV trail and Snowmobile trail, which are crossing their property close to Rt. 4. This easement will be recorded within the deed of the property and may not be altered or removed.
6. A 20' pedestrian easement shall be granted for access to the Sandy River from an extension of the road.

### ELECTRICITY:

7. Power hook-up is provided at the entrance to the subdivision. Property owner must obtain individual power supply from Central Maine Power (CMP). The power grid was designed by CMP based on the stipulation that underground wiring is required. Property owner must accept to install power supply sufficient in size to accommodate the needs of other property owners.
8. Property owners desiring electrical hook-up must reimburse the property owner(s) for the prepaid part of the already installed power supply prorated as calculated by CMP.

**BUILDING AND CONSTRUCTION COVENANTS:**

9. All structures shall be covered externally in dark earth-tone hues to blend with the natural surroundings. All home exteriors will be finished within one (1) year from the date that construction is commenced.
10. All buildings shall be located in such a manner as to maintain a view for the other landowners. All buildings shall be located within setback lines as shown on the plan.
11. Fresh water may be made available by individual well on each property at the expense of the property owner.
12. Wastewater must be collected and disbursed through an individual septic tank system on the property at the expense of the property owner.
13. All dwellings shall have masonry or concrete foundations or slabs. Basements are permitted.
14. No temporary buildings, manufactured homes or trailers may be maintained on the property unless in conjunction with the legitimate construction of other permanent buildings. No temporary structure may remain on the premises longer than one (1) year from the time the construction of permanent buildings is commenced.
15. Prefabricated log homes or log cabins are permitted on the lots.
16. Construction must be completed within 1 year from the date construction is commenced.
17. The minimum size per dwelling shall not be less than 1,200 sq. ft. of heated/cooled living space. Decks, porches, basement and a detached garage or outbuilding shall not count for the minimum square footage requirement.
18. Driveways shall run directly from the roadway to the building site within the setback perimeters.
19. No fences of any kind shall be erected outside the setback perimeter of each lot.

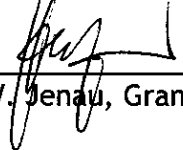
**LOT USE COVENANTS:**

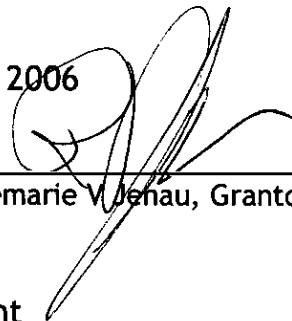
20. All Owners must maintain a wooded buffer between the road and neighbors property lines and the setback lines.
21. Properties # 2 through # 8 are for the exclusive use as single-family residences. No commercial uses may be undertaken on the property except home occupations subject to Phillips, Franklin County or State Zoning Ordinances. Leasing for recreational or residential use is permissible.
22. No signs shall be placed on the property except for rental, sale or lease. Signs shall not exceed three (3) square feet and no more than one sign on each lot so placed
23. Lots 1 and 9 may be allowed commercial signs no more than 60 sq. ft. and 25 feet in height above ground level of land on which it is located.
24. No animals, livestock, poultry of any kind or other non-domestic animals

shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept or maintained for any commercial purpose. No animal shelter, veterinarian office or any other animal breeding facility shall be allowed on the property.

- 25. No nuisances, public or private, shall be permitted on the property. No unregistered motor vehicles or other personal property may be stored on the property unless covered by outbuildings.
- 26. Utilities shall be placed underground. No more than one antenna and/or two satellite dishes, maximum 20 feet long, may be installed on each lot.
- 27. No lot owner may increase, decrease or modify the natural flow of water, of drainage swales, storm sewers or storm drains.
- 28. No lot may be further subdivided.
- 29. No snowmobiles, motorcycles, motorbikes, dirt bikes or All Terrain Vehicles may be operated on the property except to go directly to and from the access trails or road.
- 30. No lot owner shall store or accumulate on any lot within the subdivision any refuse, junk automobiles, junk appliances, or other tangible personal property of any nature or description not regularly used in the residence situated herein.
- 31. The property is hereby made subject to the By-Laws of the Mooseley Ridge Property Owners Association.

Executed effective as of this 26<sup>th</sup> day of October 2006


  
\_\_\_\_\_  
Hans W. Jenau, Grantor

  
\_\_\_\_\_  
Rosemarie V. Jenau, Grantor

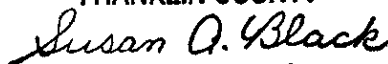
Acknowledgement

State of Florida)  
County of Seminole)

IN TESTIMONY WHEREOF Hans W Jenau and Rosemarie V Jenau have caused these presents to be executed this 16<sup>th</sup> day of May, 2007 before me, the undersigned Notary Public, personally appeared Hans W Jenau and Rosemarie V Jenau personally known to me (or proved to me on the basis of satisfactory evidence) whose name is subscribed to the within instrument and acknowledged to me that they executed the same and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument. WITNESS my hand and official seal.

Signature of Notary Public: 

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FRANKLIN COUNTY  
  
Register of Deeds



Ernest G. Muller  
Commission # DD440019  
Expires: JUNE 12, 2009  
WWW.AARONOTARY.com

*Paul Mills*