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GLENCOE HEIGHTS SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND COMMON EASEMENTS

This Declaration of Protective Covenants, Conditions, Restrictions and Common Easements, made this 23rd day of June, 2025, by **MAKA BUILDERS LLC,** a Maine Limited Liability Company with an established place of business in the City of Saco, York County, Maine (hereinafter called "Declarant"); and

WHEREAS, Declarant owns, by deed from Colleen Anne Campbell, dated June 14, 2024, and recorded in the York County Registry of Deeds in Book 19452, Page 772, certain real estate situated in the Town of Arundel, York County, Maine, and depicted upon Subdivision Plan entitled, "Glencoe Heights", approved by the Town of Arundel on April 16, 2024, and recorded in said Registry of Deeds in Plan Book 440, Page 10 (hereinafter called the "Plan"), as Lots No. 1 through 13; and

WHEREAS, Declarant desires to develop a thirteen (13) lot residential subdivision on property to be known as Glencoe Heights Subdivision (Lots No. 1 through 13, collectively, called the "Property", the "lots" or in the singular the "lot") with Conservation Lots, and one interior roadway, known as Jasper Lane and Jasper Lane Extension; and

WHEREAS, Declarant desires to assure quality standards for the wholesome development of the Property and to promote the interests and welfare of each owner of a part of the Property and therefore, desires to subject the Property to protective covenants and common easements, all as set forth hereinafter.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, occupied, improved, transferred, leased and otherwise used and disposed of subject to the protective covenants and common easements set forth herein, all of which are declared to be in furtherance of a uniform scheme of mutual equitable servitudes upon each and every portion thereof, in favor of each and every other portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof, which protective covenants and common easements shall be determined to run with the land and be a burden and benefit upon and to, and be enforceable by, all persons having any interest in any portion of the Property.

ARTICLE I
DEFINITIONS

Section 1: "Glencoe Heights" shall mean and refer to the lots and the property which are made subject to the terms of this Declaration, as the same may be amended from time to time.

Section 2: "Declarant" shall mean and refer to Maka Builders LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development of the Glencoe Heights Subdivision and if, in the conveyance to such successor or assign, the Declarant expressly transfers to such party Declarant's rights hereunder.

Section 3: "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions, Restrictions and Common Easements applicable to the property and as recorded in the York County Registry of Deeds, as the same shall be amended from time to time.

Section 4: "Lot" shall mean and refer to those numbered parcels shown upon the Plan. Lot shall also mean any residential lot or parcel of land which Declarant elects to make subject to the terms of this Declaration and which is shown upon a survey plan or plans recorded in the York County Registry of Deeds.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract companies, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Property" shall mean and refer to that certain real property hereinbefore described and shown on the Plan. In addition, the Property shall include any lot or lots which may be created from any other property of Maka Builders LLC, whether now owned or acquired in the future, which is contiguous to the original property or contiguous to any property which has been so added (herein the "Additional Property"); provided, however, that any such additional property will only become subject to the terms and provisions of this Declaration upon an amendment executed by the Declarant, expressly making such additional property subject to the terms hereof.

Section 7: "Road Maintenance" shall refer to and include, but not be limited to, snow plowing, sanding, repair, replacement and upkeep of any drainage and erosion control and the stormwater management system.

ARTICLE II
PROTECTIVE COVENANTS AND RESTRICTIONS

Each conveyance by Declarant, its successors and assigns, of any lot within the Property shall be subject to the following protective covenants and restrictions:

Section 1: Each lot shall be used for residential purposes only and may be occupied by one or more residential structures, a garage or garages for private use, constructed either as an integral part of the dwelling or as a detached building and adapted for the storage of not more than six (6) automobiles in total for all garages, an in-ground swimming pool, suitable garden structures including a greenhouse and such additional structures as shall from time to time be used in connection with residential uses situated in similar neighborhoods and permitted by the zoning ordinances of the Town of Arundel. Except as permitted under Article III, below, no lot

shall be used for access to any other land or for the use, introduction, maintenance or repair of utility services benefitting any other land not part of the Glencoe Heights Subdivision.

Section 2: The keeping of poultry, swine, or any livestock, other than household pets normally housed in a dwelling house, shall not be permitted, nor shall kennels be permitted.

Section 3: No commercial truck, recreational vehicle, camper, non-passenger vehicle, all-terrain vehicle, snowmobile, boat and/or trailers for the same shall be parked, stored or kept on the premises, unless stored entirely within an enclosed accessory structure, nor shall they be parked on the interior roadway.

Section 4: All proposed structures allowed under Section 1 of this Article shall be reviewed by the Declarant before any construction commences and shall be placed on permanent masonry foundations and only the use of architectural roofing shingles shall be allowed. The use of simulated or artificial brick or stone composition sidings shall be prohibited unless the appearance, finish and durability of the same shall be comparable to natural materials. Accessory structures on any Lot must be constructed of the same or compatible materials as specified for the dwelling constructed thereon. All propane or other utility tanks must be enclosed and finished to match the exterior of the residence on the Lot.

Section 5: Until the expiration of ten (10) years from the date of the sale of Maka Builders LLC's entire interest in the Glencoe Heights Subdivision, all plans, specifications and designs including, plans showing the location on the Lot, design, exterior appearance, materials, and colors of all buildings and structures, driveway, landscaping and walks, fences, decks or patios, swings, play or playground sets, and top of the foundation wall elevations must receive the written approval of the Declarant, its successors and specific assigns. Such approval shall not be unreasonably withheld but such plans, specifications, colors and designs must, in the opinion of the Declarant, be harmonious with other structures in the subdivision. No fences or free-standing walls exceeding six (6) feet in height shall be erected on a Lot, and any fence shall be subject to the design review approval requirement.

Section 6: All exterior finishing on any building, paving of driveways, and all landscaping to the grounds must be completed within one (1) year of the commencement of construction. Completed, as used herein, includes, but is not limited to, porches, steps, decks, platforms, carports or other outside living terraces, and grading and seeding of lawns.

Section 7: No junk, abandoned or unregistered vehicle shall be allowed on the premises, except as may be permitted under Section 3 of this Article, and no accumulations of trash or debris shall be allowed on the premises.

Section 8: No Owner may alter the area encompassed within the bounds of the proposed drainage easement areas as indicated on the aforesaid Plan in any manner which would impede or adversely affect the drainage of Glencoe Heights Subdivision. All homes must connect to storm drainage systems approved by the Planning Board.

Section 9: No clotheslines shall be permitted and no satellite television antennas or

similar receiving devices shall be permitted unless eighteen (18) inches in diameter or less and shall be located at the rear of the building in a location specifically approved by Declarant. The installation of solar panels on any home, garage or other accessory structure is prohibited.

Section 10: All exterior holiday decorations and lighting should be considered temporary and may not be installed more than twenty-one (21) days prior to the particular holiday or celebration and must be removed within seven (7) days of the holiday, except that Christmas and other holiday decorations and lighting may be displayed from Thanksgiving Day through January 15. Holiday decorations may not include any audio that can be heard beyond the limits of the lot.

Section 11: The above Sections shall not apply to, nor be binding upon, any remaining land owned by Maka Builders LLC, or land which may hereinafter be acquired by it or any entity under common control with it, which may lie near or adjacent to the Glencoe Heights Subdivision.

Section 12: No signs advertising the sale of a Lot or structure thereon shall be permitted to be erected anywhere in the Glencoe Heights Subdivision, other than that one sign having dimensions of not more than twenty-four (24) inches by twenty-four (24) inches may be placed upon any Lot. Notwithstanding the foregoing, during the period of construction of the improvements allowed to be constructed upon any Lot, the builder may maintain one construction information sign of a size and design approved by Maka Builders LLC.

Section 13: No industry, business, trade, occupation or profession of any kind, commercial, educational or otherwise, designed for profit or otherwise, shall be conducted, maintained or permitted on any part of the Property. Notwithstanding the foregoing, home offices and other professional use in accordance with local ordinances which does not create traffic or deliveries greater than that of normal residential use shall be permitted so long as the primary use is residential.

ARTICLE III
EASEMENTS AND RESERVATIONS

Section 1: The following easements are hereby created:

(a) The Declarant reserves the right to maintain on the Property such advertising signs as may comply with the applicable governmental regulations, which signs may be placed in any location on the property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all lots to owners other than the Declarant.

(b) The Property shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements

created by this Article shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, remove and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches, pump stations and leach fields, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Property. Notwithstanding the foregoing provisions of this Article, any such easement through a lot shall be located either in substantially the same location as such facilities or similar facilities that existed at the time of first conveyance of the lot by Declarant or occupancy of the lot by its occupants.

(c) The lots shall be and are hereby made subject to an easement in favor of the Declarant, and the agents, employees and independent contractors thereof, for the purpose of the inspection, upkeep, maintenance, repair and replacement, if applicable, of the lots and any improvements and fixtures located thereon, pursuant to its rights to enforce the provisions of this Declaration.

(d) All easements, rights and restrictions described and mentioned in this Article are easements appurtenant, running with the land and the property, and (except as may be otherwise expressly provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

Section 2: For so long as the Declarant has title to any lot or any other portion of the Property, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above. Any such license or easement granted hereunder shall be located so as not to materially interfere with the use or occupancy of the lots by their occupants, and may be recorded by the Declarant at its sole cost and expense.

Section 3: Maka Builders LLC, reserves for itself, its successors and specific assigns, the right and privilege to alter, amend, reconfigure, combine or re-subdivide any unsold lots on the Glencoe Heights Plan, or any adjacent real estate in its ownership, or to use any such lots for access to and egress from, and for the use, introduction, installation and maintenance of utility services to any adjacent land owned by Maka Builders LLC, or hereafter acquired by it or its specific assigns, subject to approval of the Town of Arundel Planning Board. It is further agreed and understood that no purchaser of such adjacent or near land from Maka Builders LLC, shall have the right to use any such lots unless such rights have been specifically granted by Maka Builders LLC.

Section 4: Maka Builders LLC, reserves the right to use those areas marked as "drainage easements", "utility easements", or "drainage, access and maintenance easements" on the above referenced plan for the purpose of providing drainage for the Property or any other property o Maka Builders LLC, either now owned or hereafter acquired, or for adjacent or nearby land of its specific assigns.

Section 5: Maka Builders LLC, or an entity under common control with it, reserves the

right to acquire adjacent land to the Glencoe Heights Subdivision and such land may be developed by it for any uses permitted under the terms of applicable state, federal and local land use statutes, ordinances and regulations, and such land may be joined in this Declaration by Declarant.

Section 6: Maka Builders LLC, for itself, its successors and specific assigns, reserves the right to use all of the streets and ways shown on the Plan of Glencoe Heights Subdivision for access to and egress from any other land adjacent or near to said Glencoe Heights Subdivision that it may own or hereafter acquire, and for the use, introduction and maintenance of all utility services to Glencoe Heights Subdivision, or to any other adjacent or nearby land owned by it or its specific assigns, or hereafter acquired by it or them. It is further agreed and understood that no purchaser of such adjacent or near land from Maka Builders LLC, shall have the right to use such streets and ways unless such rights have been specifically granted by Maka builders LLC.

Section 7: Pursuant to 23 M.R.S.A. § 3031(4), the Declarant reserves the fee interest in the streets and ways shown on the said subdivision plan, and the improvements therein.

ARTICLE IV
HOMEOWNERS' ASSOCIATION

Section 1: Declarant may cause to be formed a homeowners' association, as a Maine non-profit corporation (the "Association"). Every Owner shall be a member of the Association, provided that any person or entity who holds an interest in any dwelling or lot merely as a security for the performance of an obligation shall not be a member.

Section 2: The Association is the governing body under this Declaration and shall have all powers generally reserved to community associations, except as otherwise stated in the Declaration or as limited by law The primary purposes of the Association is to (i) maintain any buffer areas, easements, stormwater ponds or other stormwater management facilities, and private sewer systems shown on the Plan; and (ii) to own and maintain Jasper Lane and Jasper Lane Extension until such time, if ever, that the Town may accept such ownership as a public way. In order to accomplish the foregoing purposes, the Association may exercise the following powers:

A. Adopt and amend bylaws and rules and regulations;

B. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments from owners;

C. Hire and terminate managing agents and other employees, agents and independent contractors;

D. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more owners on mailers affecting the Association;

E. Make contracts and incur liabilities;

F. Regulate and use, maintenance, repair, replacement and modification of the common properties;

G. Cause additional improvements to be made as part of the common properties;

H. Acquire, hold, encumber and convey in its own name and right, title or interest to real or personal property;

I. Grant easements, leases, licenses and concessions through or over the common properties;

J. Impose and receive any payments, fees or charges for the use, rental or operation of the common properties;

K. Impose charges for the late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association as they may be promulgated;

L. Impose reasonable charges for the preparation and recording of amendments to the Declaration;

M. Provide for the indemnification of its officers and directors and maintenance of directors and officers liability insurance;

N. Assign its right to future income;

O. Exercise any other powers conferred by the Declaration or Bylaws; and

P. Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE V
ROAD MAINTENANCE BY DEVELOPER

Jasper Lane and Jasper Lane Extension shall be constructed to Town of Arundel standards and shall be private. All of the lots will be subject to and/or benefitted by the following:

Section 1: All lots shall be benefitted by an appurtenant easement over Jasper Lane and Jasper Lane Extension for purposes of ingress and egress and location of utilities and all customary uses.

Section 2: Said roads will require plowing and sanding in the winter and other repair, maintenance and replacement, as well as the upkeep of the drainage and erosion control systems as originally approved by the Town of Arundel, as hereinafter set forth. At a minimum the roads shall be maintained in accordance with the standards set forth in the Road Maintenance / Easement Agreement dated November 2016, and recorded in the York County Registry of Deeds in Book 17370, Page 902.

Section 3: The Declarant shall be responsible, initially, for maintaining and plowing the roads and for the upkeep of the drainage and erosion control systems. No later than the conveyance of the sale of the last Lot, the Declarant shall convey the roadways to the Association, and the Association shall accept the conveyance of the roadway by deed. Upon such conveyance to the Association, all obligations and responsibilities of the Declarant with

respect to the roads and any stormwater ponds or other stormwater management facilities shall terminate and cease.

ARTICLE VI
CONSERVATION AREA

Conservation Lot A and Conservation Lot B (hereinafter the "Conservation Area") shown on the Plan shall be left in their natural condition with cutting of trees limited to dead or diseased trees, subject to applicable Federal, State and Town regulations. The Conservation Area has been conveyed to the Arundel Conservation Trust by deed dated May 28, 2025, and recorded in the York County Registry of Deeds in Book 19667, Page 166, together with and subject to those easements shown on the Plan and more particularly described in said deed. Except as otherwise provided in said deed, the Arundel Conservation Trust shall not be considered an "Owner" or member of the Association, shall have no obligation to share in the cost of maintaining the roadways or stormwater facilities, and shall not otherwise be responsible for any assessments made by the Association.

ARTICLE VII
AMENDMENT OF DECLARATION

Section 1: The Declarant may amend this Declaration at any time, as long as the Declarant still owns a Lot in Glencoe Heights.

Section 2: This Declaration may be amended at any time and from time to time by written instrument duly executed by the Owners of record of three fourths (3/4) of the lot owners, and by the respective mortgagees of record of those Owners, and recorded in the York County Registry of Deeds; provided, however, that no amendment may be made without written consent of the Declarant for so long as Declarant owns any portion of the Glencoe Heights subdivision property. For purposes of this Declaration, the owners of each lot shall be considered as one person and shall be entitled to a single vote, regardless of the number of owners of a lot or the form of ownership.

Section 3: All Owners of Lots are subject to the terms and provisions contained or referred to in this Declaration. The acceptance of a deed of conveyance of a Lot other than as security, or the entering into of occupancy of any Lot, shall signify that the provisions contained or referred to in this Declaration are accepted and ratified by such Owner or occupant and shall further signify that the Owners acknowledge the authority of the Lot Owners to enforce the covenants and restrictions with run with the land, by suit or otherwise. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot (except as mortgage security) as though such provision were recited and stipulated at length in each and every deed or conveyance of a Lot.

If any one or more of these covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, Maka Builders LLC, being the owner of all of the Lots at the Property, has caused this Declaration of Protective Covenants and Common Easements to be executed in its name and behalf by Francis Pelletier and Frank Ouellette, its Members, thereunto duly authorized, on this 23rd day of June, 2025.

WITNESS:

to both

MAKA BUILDERS LLC

By: Francis Pelletier
Francis Pelletier
Its Member

By: Frank Ouellette
Frank Ouellette
Its Member

STATE OF MAINE
YORK COUNTY, ss.

June 23, 2025

Then personally appeared the above named Francis Pelletier and Frank Ouellette, in their capacities as Members of Maka Builders LLC, and acknowledged the foregoing instrument to be their free act and deed in said capacities, and the free act and deed of said Maka Builders LLC.

Before me,

~~Notary Public~~ / Attorney at Law Bar #5295

Paul D. Weinstein