DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, AND RESTRICTIONS FOR HOLBROOK FARMS SUBDIVISION

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS AND RESTRICTIONS, made this 26th day of July 2021, by Triton Corporation, a Maine corporation with offices in Waterboro, Maine (hereinafter referred to as the "Declarant").

WHEREAS, Triton Corporation has subdivided a certain lot or parcels of land situated off Gorham Road in the Town of Scarborough, County of Cumberland and State of Maine into a development known as Holbrook Farms Subdivision (the "Subdivision"); and

WHEREAS, the Subdivision is more particularly depicted on a plan entitled "Subdivision Plan of Holbrook Farms", prepared for the Declarant by Lewis & Wasina, Inc., dated August 6, 2018, revised through September 24, 2020, and approved by the Town of Scarborough Planning Board on October 28, 2020, and recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 418 (the "Plan"); and

WHEREAS, the Declarant is the owner of certain lots situated in Scarborough, Maine, described as Lots 1 through 16, and an associated interior road depicted as Holbrook Farms Way, open spaces, village green spaces, and stormwater parcels, all as shown on the Plan, and described in Exhibit A attached hereto (hereinafter the "Property").

WHEREAS, the Declarant desires to provide for the improvement of the Property in accordance with a harmonious plan for the relative location of residential structures, accessory structures, garages, rights-of-way, easements, roads, stormwater features, entrance landscaping and general land use, all to assure the owners of Lots (as hereinafter defined), their heirs, successors and assigns, that the use, benefit and enjoyment of the individual Lots, stormwater facilities, entrance landscaping, easements and roads will not conflict with the harmonious plan; and

WHEREAS, the Declarant desires to create a residential area of the Property providing for the greatest possible degree of health, safety, environmental beauty and amenity for the Lot owners and inhabitants thereof, and to effect the foregoing purposes, desires to subject the Property to protective covenants and easements and to the provisions for a homeowners association for the administration and enforcement of same, the maintenance and improvement of certain stormwater facilities, landscaping, and other improvements, and the establishment, collection and disbursement of assessments, all as set forth hereinafter, each and all of which are for the benefit of the Subdivision and of each lot subject to the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way, landscaping, and other stormwater facilities, and otherwise carrying out the functions of a homeowners association and the provisions and objectives of this Declaration;

NOW, THEREFORE, the 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 stormwater rights, landscaping at the entrance, and easements and the provisions of a homeowners association hereinafter set forth, 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, easements and provisions for a homeowners association are intended to enhance and protect the value and desirability of the Property as a whole, to mutually benefit each of the Lots located thereon, to create mutual equitable servitudes upon each of the Lots in favor for each and all other Lots 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 the Declarant, and the 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 the Declarant and the Declarant's grantees, successors, administrators and assigns, and by the Association (as hereinafter defined).

ARTICLE I
DEFINITIONS

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

1. Association. The homeowners association named "Holbrook Farms Homeowners Association", which the Declarant has organized as a nonprofit incorporated association for the purpose of administering and enforcing the protective covenants and easements hereinafter set forth, maintaining and improving the Road, Open Spaces, Village Green Spaces, Stormwater Facilities and other common facilities and otherwise carrying out the functions of a homeowners association and the provisions and objectives of this Declaration.

2. Stormwater Facilities. Any area of the Property which includes stormwater drainage features, including, but not limited to, Stormwater Parcel A, as shown on the Plan.

3. Declarant. Triton Corporation, as aforesaid, and any successor or assign to all of the Declarant's rights, title and interest in and to the Property.

4. Owner(s). The record owners, whether one or more persons or entities, of the fee simple title to any Lot, but not including the Declarant.

5. Lot(s). Lots 1 through 16, inclusive as shown on the Plan which may hereafter be conveyed by the Declarant.

6. Road(s). All roads and ways situated within the Subdivision as shown on the Plan.

7. Landscaping. Entrance signage, fencing, and associated landscaping and improvements located within any of the Open Spaces, Village Green Spaces, and Stormwater Parcel A.

8. Common Areas. The areas designated as Open Space A, B, and C, including Village Green Space Parcels A through D, and Stormwater Parcel A, all as shown on the Plan.

ARTICLE II
SUPPLEMENTAL DECLARATIONS

This Declaration may be amended from time to time by supplemental declarations duly executed by the Declarant, or, after management of the Property has been transferred to the Association pursuant to Article VII, Section 30, by the Association, pursuant to an affirmative vote of 80% of the Owners in accordance with the Bylaws of the Association, and recorded in the Cumberland County Registry of Deeds; provided however, that no revocation or amendment of this Declaration, no change to the Bylaws of the Association, and no amendment or modification of the Rules and Regulations of the Association, if any, shall be effective without the written consent of the Declarant until such time as the Declarant no longer owns any portion of the Property. No such amendment shall render invalid any use of Subdivision land within the Property existing in accordance with this Declaration at the time of recording such supplemental declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration and the approved subdivision by the Town of Scarborough.

ARTICLE III
RESERVATIONS AND EASEMENTS

There is hereby excepted and reserved to the Declarant for so long as the Declarant owns any portion of the Property, and thereafter to the Association, the following:

1. Roads. An easement and right-of-way for all purposes over, across and through the Roads, together with the right to install, maintain all utilities and lines, water systems, storm drainage lines and ditches adjacent to, within or under the traveled portion of said Roads. The Declarant specifically reserves the right to convey the Roads to the Town of Scarborough. If the Town of Scarborough does not accept the Roads, the Declarant reserves the right to convey the Roads to the Association, and the Association shall accept such conveyance.

2. Stormwater Facilities; Underground Facilities. Storm water drainage easement and right-of-way for all purposes, together with the right to install, maintain, repair and replace the Stormwater Facilities. The Declarant reserves the right to grant easements for utility and drainage purposes to enter onto any Lot within fifteen (15) feet of the Road lot line for the purpose of constructing, reconstructing, installing, replacing and maintaining an underground or an above-ground utility and/or drainage structure therein and to extend, connect to and use in common any previously installed utility and/or drainage structure by the Owner providing that promptly after such entry, the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry. The Declarant reserves the right to enter onto any Lot for the purposes of performing necessary construction and or grading as contemplated by Note S-9 and Footnote 1 on the Plan. The Declarant also specifically reserves the right to convey the Stormwater Facilities to the Town of

Scarborough, and if the Town of Scarborough does not accept the Stormwater Facilities, the Declarant reserves the right to convey the same to the Association, and the Association shall accept such conveyance.

3. Open Space; Village Green Space. An easement and right-of-way across and through the Open Spaces and Village Green Spaces, for the purpose of installing, maintaining, repairing the Open Spaces and Village Green Spaces, Landscaping, and improvements thereon, including, but not limited to the installation and placement of picnic tables and park benches, and trailways. The Declarant specifically reserves the right to convey the Open Spaces and Village Green Spaces shown on the Plan to the Association, and the Association shall accept such conveyance.

4. Other.

(a) The Declarant reserves the right to maintain on any Lot owned by the Declarant such advertising signs as may comply with applicable governmental regulations, which may be placed at any location on the Lot 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 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 hereunder shall include but not be limited to, the rights of the Declarant, the providing utility or service, governmental agency or authority to install, lay, maintain, repair, relocate and replace power, cable, electrical wires, phone lines, pipes or conduits, drainage ditches, foundation drains, underground drainage pipes, yard drains, ducts over, under, through, along and on the Property. Not withstanding the foregoing provisions of this Article, any such easements shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the first conveyance of a Lot by the Declarant, or so as not to materially interfere with the use of the Lot by its occupants.

(c) The Lots shall be and hereby are 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, construction, or replacement if applicable of any improvements or buildings located within the Property or pursuant to its rights to enforce the provisions of this Declaration.

(d) The right to exercise throughout the Property any rights or powers hereinafter conferred upon the Association or by supplemental declarations.

(e) The right to amend or supplement this Declaration, as it may be amended and supplemented from time to time.

(f) The Lots shall be and hereby are made subject to a perpetual easement, in common with the Lot Owners, granted to Carl Hubbard, his successors and assigns, for the purpose of

connecting into the sewer and Drainage Facilities, including but not limited to the common foundation drain for Lots 10-16.

ARTICLE IV
COMMON RIGHTS AND EASEMENTS

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

1. Access. An easement and right-of-way for all purposes over and along all Roads, as depicted on the Plan, in common with the Declarant and in common with the Owners of the other Lots, together with an easement and right-of-way for all purposes over the Open Spaces and Village Green Spaces, subject to such restrictions, rules and regulations that may be established by the Declarant and/or the Association, as the case may be.

ARTICLE V
MAINTENANCE

1. Stormwater Collection. The stormwater collection facilities and stormwater easements shown on various Lots within the subdivision associated with the Roads within the subdivision (i.e., storm drains, dry swales, buffers and catch basins) will be maintained by the Association, unless and until accepted by the Town of Scarborough. Prior to any such acceptance by the Town of Scarborough, the Association shall maintain the facilities in a clean operating condition by street sweeping, removing debris, flushing the storm drains as necessary to maintain flow, and in accordance with such other terms, conditions and standards as set forth in the Maine Department of Environmental Protection Stormwater Management Order, dated July 28, 2020 (the "MDEP Stormwater Permit") and the Maintenance Agreement for Stormwater Management Facilities, dated October 10, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37299, Page 316 (the "Stormwater Maintenance Agreement"). After acceptance, if applicable, the Town of Scarborough will maintain the facilities as dictated by their maintenance program.

The Association shall remain responsible for maintenance of the gravel wetland stormwater detention facility and all related drainage easements.

Maintenance required for any such stormwater detention facilities will include, but will not be limited to:

(a) Periodic inspection of the stormwater detention facilities, including, but not limited to, any appurtenant pipes and other devices, for conditions that may affect its operation or structural integrity.

(b) Periodic removal of debris, i.e., brush, leaves or trash that may become lodged in the outlet control structure.

(c) Removal of sediment that accumulates within any detention pond associated with the stormwater detention facilities. Accumulation of any such accumulated sediment shall be removed once the depth of accumulation is six (6) inches over original constructed grades.

(d) Repair of any damaged areas, including the associated wetlands and dry swale.

(e) Maintenance and repairs as required by the MDEP Stormwater Permit and the Stormwater Maintenance Agreement.

If located on any easement or Lot, the Town of Scarborough has the right to enter the stormwater detention facilities for emergency repairs.

2. Roads. The Roads shall be maintained by the Association until such time the roadways are accepted by the Town of Scarborough. After acceptance, if applicable, the Town of Scarborough will maintain the Roads in accordance with the Town's policies and procedures. Maintenance required for the Association will include, but will not be limited to:

(a) The Association shall maintain the entire roadway and infrastructure to include, but not limited to, roadway travel surface, roadside ditching, underground/aboveground utilities, stormwater and erosion control features, snow plowing and sanding, and all repairs and maintenance.

(b) Stormwater management facilities within the easement area shown on the Plan.

ARTICLE VI
PROTECTIVE COVENANTS AND RESTRICTIONS

1. Residential Use. All Lots shall be used solely for residential purposes and the usual and natural uses in connection therewith in accordance with the Town of Scarborough ordinances.

2. Structures. No structure, building, decks or porches shall be erected, altered, placed or permitted to remain on any Lot until its design, siting on the Lot, utility siting, exterior siding, roofing and trim materials, all auxiliary structures, and exterior colors are approved by the Declarant. Auxiliary structures, such as private garages, cabanas, pergolas, fences, or in-ground swimming pools and the like shall be permitted, provided that such auxiliary structures shall be consistent with the residential nature of the Lot and receive the prior written approval of the Declarant or Association, as the case may be. Each Lot shall have no less than a two-car garage that must be built at the same time as the residential structure and shall have a separate garage door for each automobile, or a single door at least 16 feet in width which will accommodate two cars. Declarant reserves the right to approve exterior design of the proposed structures. Each structure proposed must have a minimum living square footage of 900 square feet for a single-story residence and 1600 square feet for a two-story residence.

3. Chimneys and Foundations. Any fireplace or chimney located on the exterior of any structure shall be of brick, stone or wood construction. Except for the minimal exit piece protruding from the wall or roof, as applicable, no cinder block or metal chimneys shall be allowed on the exterior of any structure. Each structure on a Lot shall be supported by a solid masonry foundation or slab.

4. Time of Construction. When the construction of the buildings on a Lot is once begun, work thereon must be prosecuted diligently and must be completed within (1) year; provided however, Declarant or the Association, as the case may be, may grant reasonable extensions to accommodate unforeseen circumstances causing delays in such construction. Lots shall be loamed and seeded at the completion of construction unless during the winter months, in which case it shall be completed within (9) months of the issuance of a certificate of occupancy by the Town of Scarborough.

5. Sewer. Each Lot shall install a private sewerage grinder pump meeting the requirements of the Town of Scarborough Sanitary District. The size, type, layout and location shall be in compliance with all applicable federal, state and local laws, rules, ordinances and regulations.

6. Compliance with Ordinances. All construction activities, including the siting of buildings, shall be in accordance with all local, state and federal laws, codes, ordinances and regulations.

7. Driveways. All driveways shall be paved with bituminous pavement.

8. Mobile Homes or Temporary Shelters. No mobile home, shack, modular home or other structure of temporary character shall be placed or used on any of the Lots as the residence or as an accessory building or parked on any portion of the Roads.

9. No Livestock. No live poultry, hogs, cattle, horses, or other similar livestock shall be kept on any Lot. No boarding or breeding kennels may be kept on any Lot, and invisible fences for all dogs are strongly encouraged.

10. Maintenance of Lots. All Lots shall be kept free from rubbish and trash of any kind. All yards and areas between the Lot lines and buildings shall be kept neat and uncluttered. Trash, garbage and other waste shall be kept in sanitary containers. No external antennae towers or satellite dishes of any kind shall be erected on any Lot unless screened so as not to be visible from the Roads and abutting Lots.

11. Trucks / Trailers. No trucks, business or commercial vehicle(s) or similar vehicles shall be brought upon any Lot except one business vehicle normally used by an Owner in his /her business; provided however, no trucks, tractor trailers or such similar vehicles with more than two (2) axles shall be kept on any Lot or at the Property, including the Roads. The prohibitions contained herein shall not be construed to prevent the use of trailers, vehicles, or temporary structures during the period of actual construction.

12. Professional Use. In addition to residential use, any professional use in accordance with local ordinances which does not create traffic substantially greater than that of normal residential use shall be permitted on a Lot so long as the primary use of the Lot is residential.

13. Nuisances. No Owner shall do or permit to be done any act in the Subdivision or on a Lot which may be, or is, or may become a nuisance as defined by state or local ordinances or regulations.

14. Signs. No sign of any nature or description shall be displayed or placed upon any part of the Property and any Lots except for a "For Sale" sign referring to a Lot or residence thereon, or a reasonable sign identifying the family name and address of the Owner, or a sign erected by Declarant to identify the Subdivision.

15. Tree Cutting. Declarant reserves the right to approve any tree cutting activity within 15' of side and rear property lines.

16. Right to Waive Strict Compliance. Despite anything to the contrary contained in this Declaration, Declarant shall have the right in its reasonable discretion to waive strict compliance with any provision of this Declaration governing the construction of buildings on any lots within the subdivision. No such waiver shall be enforceable with respect to any such proposed construction, unless the waiver is duly executed and acknowledged by the Declarant and recorded in the Cumberland County Registry of Deeds. At such time that the Declarant no longer owns any portion of the Property, the right to waive strict compliance of the Declaration in accordance with this Paragraph shall be vested in the Association.

ARTICLE VII
HOMEOWNERS ASSOCIATION

1. "Association" shall mean and refer to Holbrook Farms Homeowners Association, a non-stock, non-profit corporation organized and existing under the laws of the State of Maine.

2. "Member" shall mean and refer to each owner (whether an individual person, corporation, partnership or other legal entity) of record of said lots as shown on the aforesaid plan, but shall not mean and refer to an owner of record whose only interest in such lot or parcel of land is as mortgagee under a real estate mortgage as security for the performance of an obligation, until and unless such owner shall have commenced proceedings under the laws of the State of Maine to foreclose such mortgage and shall have delivered a certificate to the office of the Secretary of the Association.

3. Each owner of a lot shall be a Member of the Association. However, each lot is allocated only one (1) vote regardless of whether the owner of the lot is one or more individuals, a corporation, partnership, or other legal entity.

4. The purpose of the Association shall be to take title to the Common Areas and Holbrook Farms Way, all as shown on the Plan, and to maintain such Common Areas and to maintain, repair and replace the Roads unless and until they are accepted by the Town of Scarborough as Town Roads, including associated stormwater facilities. The maintenance of the Road shall include, but not be limited to repairs, maintenance, snow plowing and snow removal. The Association's purpose shall also include maintenance of other stormwater facilities and entry

sign/landscaping. The Association shall further be responsible for the operation and maintenance of the storm water management facilities and take title to all areas and features not otherwise accepted by the Town of Scarborough as determined by the Declarant.

5. The Bylaws shall set the time and place of regular annual meetings of the Members.

6. At all meetings of the Members or of the Board of Directors, Roberts' Rule of Order, as then amended, shall be followed, except in the event of conflict in which case the Bylaws shall prevail.

7. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the time of each meeting. A Member or Director may designate any person who need not be an owner to act as proxy. The designation of any such proxy shall be made in writing, signed by the Member or Director and shall be revocable at any time by written notice to the Secretary by the person designating the proxy.

8. Special meetings of the Members may be called at any time by the President, the Board of Directors, or upon the written request of at least one-fourth (1/4) of the Members who are entitled to vote, except as otherwise provided in the Bylaws; in the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling.

9. Except as otherwise provided in the Bylaws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person duly authorized to call the meeting, by mailing a copy of such notice postage prepaid or by facsimile or electronic mail at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the Member's address or e-mail address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date, hour of the meeting and in the case of a special meeting, the purpose of the meeting. In the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling.

10. The presence at the meeting of Members entitled to vote or proxies equal to seven (7) votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, this Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. In the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling.

11. The affairs of the Association shall be governed by a Board of Directors consisting of at least three (3) Directors who need not be Members of the Association and who shall hold office until the election of their successors.

12. Except as otherwise provided in the Bylaws, at the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. At each annual meeting thereafter, the Members shall elect those Directors whose terms are expiring for a term of two (2) years. In the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling.

13. In the event of the death, resignation or removal of a Director, his successor shall be elected by the remaining Directors and shall serve the unexpired term of his predecessor. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

14. Except as otherwise provided in the Bylaws, a majority of the Directors shall constitute a quorum for the transaction of business. Every action or decision made by a majority of the Board of Directors present at a duly held meeting in which a quorum is present shall be regarded as the act of the Board. In the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling.

15. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and shall do all such acts and things except those which by law or by these Bylaws may not be delegates to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) Maintenance, repair, and replacement of Holbrook Farms Way, in said subdivision.

(b) Maintenance of the Stormwater Facilities and easements.

(c) The maintenance of the Common Areas, including, but not limited to, the Village Green Spaces, and the entrance and landscaping to the Holbrook Farms Subdivision.

(d) Adoption and amendment of reasonable rules and regulations governing use of the Road and Common Areas.

(e) Opening of bank accounts on behalf of the Association and designating the signatories required.

(f) Suspend the voting rights of any member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Default shall be defined as that period commencing thirty (30) days following the date on which the assessment is due.

(g) To enforce covenants, conditions and restrictions stated in the Declaration of Restrictions and Covenants.

(h) Declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(i) Cause to be kept a complete record of all acts of the Board of Directors and to present a statement thereof to the members at the annual meeting of members.

(j) To fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment and to send notice of such assessment to every owner thirty (30) days in advance of the date by which such assessment is due and payable.

(k) To file a lien with the Cumberland County Registry of Deeds against the land of any Member whose assessment has not been paid within forty-five days of the date such assessment is due.

16. Except as otherwise provided in the Bylaws, regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one (1) such meeting shall be held during each fiscal year to elect the officers of the Association and to transact such other business as may be necessary. Notice of regular meetings of the Board of Directors shall be given to each Member of the Board of Directors, by mail, telephone, facsimile, or electronic mail at least five (5) business days prior to the day stated for such meeting. In the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling. Meetings may be conducted through the use of televideo, videoconference, or other Internet meeting services designated by the President that support visible displays identifying those participating, identifying those seeking recognition to speak, showing (or permitting the retrieval of) the text of pending motions, and showing the results of votes.

17. Except as otherwise provided in the Bylaws, special meetings of the Board of Directors may be called by the President on three (3) business days notice to each Member of the Board of Directors given by telephone, facsimile, or electronic mail, or on five (5) business days notice given by ordinary first-class mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors. In the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling.

18. Except as otherwise provided in the Bylaws, no Member of the Board of Directors shall receive any compensation from the Association for acting as a Director, except that Members of the Board of Directors may be reimbursed for expenses they incur in connection with their services of Directors, as the Board may from time to time determine. In the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling.

19. The fiscal year for the Association shall be the calendar year.

20. The principal officers of the Association shall be the President, the Secretary/Clerk and the Treasurer, all of whom shall be elected by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

21. The offices of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors.

22. Except as otherwise provided in the Bylaws, upon the affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors or any special meeting of the Board of Directors called for that purpose. In the event of a conflict between the provisions of this section and the Bylaws, the Bylaws shall be controlling.

23. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Members and the Board of Directors. He or she shall have all of the general powers and duties which are incident to the office of the President of a non-profit corporation organized under the laws of the State of Maine, including, but not limited to the power to appoint committees from among the Members and, from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

24. The Secretary/Clerk shall keep the minutes of all meetings of the Members of the Board of Directors.

25. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he or she shall in general perform all the duties incident to the Office of Treasurer of a non-profit corporation organized under the laws of the State of Maine.

26. All agreements, contracts, checks and other instruments of the Association shall be executed by two officers of the Association or by such other person as may be designated by the Board of Directors.

27. No officer shall receive any compensation from the Association for acting as such, except that officers may be reimbursed for expenses incurred by them for their services as officers of the Association, as the Board of Directors may from time to time determine.

28. All owners shall pay equal dues to the Association on an annual basis or at such other periods as the Association shall determine.

29. The Association may place a lien on any lot if the owner of the lot shall fail to pay dues properly assessed by the Association or for damages due to violations of the covenants and restrictions set forth in this Declaration. A lien may be placed on a lot by recording in the Registry of Deeds a sworn statement by an Association officer stating the basis of the lien. A copy of such lien shall be mailed to the Owner at the address given to the Association by the Owner. The Association may charge interest on the amount of any unpaid assessment or lien claim at a rate to be

set by the Association, but not to exceed eighteen percent (18%) per annum. Should any lien not be paid by the owner within one (1) year of recording of the lien in the Registry of Deeds, the Association shall have the power to foreclose the lien in the same manner as a lien using the Maine civil action foreclosure procedure for real estate mortgages.

30. The Declarant shall have all powers of the Association until the earlier of the following two events:

(a) When sixteen (16) of the Lots have been conveyed by the Declarant or its successor to individual Owners; or

(b) At any point when at least four (4) of the Lots have been sold, the Declarant may, at its option, turn over management of the Property to the Association.

ARTICLE VIII
SEVERABILITY

Each and every provision contained herein shall be considered to be independent and separate, and in the event that any one or more shall for any reason be held to be invalid and unenforceable, all the remainder hereof shall, nevertheless, remain in full force and effect.

ARTICLE IX
MISCELLANEOUS

Nothing in this Declaration should be deemed or construed as any warranty, covenant or promise that the Town of Scarborough will accept the Roads or the Stormwater Facilities.

IN WITNESS WHEREOF, Triton Corporation has executed this Declaration as of the date first above written.

WITNESS:

Triton Corporation

By: _____
Richard L. Wasina, II, its President

STATE OF MAINE
YORK, ss.

July 26, 2021

Personally appeared before me the above-named Richard L. Wasina, II, President of Triton Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Triton Corporation.

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

Paul D. Weinstein
Print Name

My Commission Expires:_____

EXHIBIT A

A certain lot or parcel of land, together with any improvements thereon, situated on the Gorham Road in the Town of Scarborough, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the westerly side of the Gorham Road at a 21 feet northerly thereon from the most northerly corner of land now or formerly of Walter I. Nelsen, as described in deed recorded in Cumberland County Registry of Deeds in Book 1704, Page 413; thence northerly by said road 187 feet, more or less, to land now or formerly of Porrell; thence westerly by said land of Porrell 375 feet, more or less, to a corner; thence northerly by said land of Porrell 435 feet, more or less, to land formerly of Sweetser; thence westerly by said land of Sweetser 565 feet, more or less, to land now or formerly Martin Anderson; thence southerly by said land of Anderson 901 feet, more or less, to premises conveyed to John E. Nelsen and Joyce D. Nelsen by deed recorded in said Registry in Book 2264, Page 391; thence easterly by said land of Nelsen 465 feet to land now or formerly owned by the children of Albert H. Nelsen, Sr.; thence northerly by said land of Nelsen children to a corner thereof; thence easterly by said land of Nelsen children to the northwesterly corner of said land of Walter I. Nelsen; thence northerly parallel to said Gorham Road 21 feet to a point; thence easterly parallel to said land of Walter I. Nelsen 208 feet to the said Gorham Road and the point of beginning.

Excepting from the above-described premises a certain lot or parcel of land along the westerly side of the Gorham Road, in said Town of Scarborough, more particularly described as follows:

Beginning at land conveyed to Stevan A. Bonney by deed recorded in the Cumberland County Registry of Deeds, Book 23740, Page 8, at a rebar with cap number 2205 (typical) set, which rebar bears S 74° 55' 59" W distant 12.60 feet from a rebar with cap number 2303 found; thence, N 15° 58' 17" W along the apparent sideline of Gorham Road 104.00 feet to a rebar set; thence, S 74° 55' 59" W across land conveyed to Wallace W. Holbrook and Gloria C. Holbrook by deed recorded in said Registry, Book 3207, Page 443, 196.37 feet to a rebar set; thence, N 15° 58' 17" E across said land of Holbrook 104.00 feet to rebar with cap number 2303 found at the northwesterly corner of land of Bonney; thence, N 74° 55' 59" E along said land of Bonney 196.37 feet to the rebar set on the apparent sideline of Gorham Road, and the point of beginning. Containing 20,419 square feet.

Bearings for said excepted parcel are referenced to plan entitled, "Plan of Private Way – Dragonfly Drive" dated February 27, 2008, as revised through June 20, 2008, and recorded in the Cumberland County Registry of Deeds, Plan Book 208, Page 311, and calculated from an actual on the ground survey.

Further excepting from the above-described premises a certain lot or parcel of land on the westerly side of Gorham Road, but not adjacent thereto, in said Town of Scarborough, being more particularly described as follows:

Beginning at a found rebar and land conveyed to Jason Chisholm by deed recorded in the Cumberland County Registry of Deeds in Book 15099, Page 111, and the westerly corner of Lot 2 as shown on said "Plan of Private Way – Dragonfly Drive" recorded in said Registry in Plan Book 208, Page 311; thence, S 12° 55' 24" E along said land of Chisholm and Lot 2 a distance of 223.58 feet to a set rebar; thence, N 79° 51' 55" W a distance of 217.33 feet to a set rebar; thence, N 12° 55' 24" W a distance of 280.75 feet to a set rebar and land now or formerly of Randall Llewellyn, Jr., as described in deed recorded in said Registry in Book 24414, Page 92; thence, N 79° 09' 51" E along said land of

Llewellyn a distance of 200.10 feet to a set rebar and land now or formerly of Christopher Dumais and Leslie Dumais as described deed recorded in said Registry in Book 14199, Page 25; thence, S 12° 55' 24"E along said land of Dumais a distance of 135.00 feet to the Point of Beginning. Containing 1.47 acres more or less.

The basis of bearing for the above mentioned courses is grid north.

Being the same premises conveyed to Triton Corporation by warranty deed of Jason A. Chisholm dated October 8, 2020, and recorded in the Cumberland County Registry of Deeds in Book 37285, Page 259.

Also excepting from the premises conveyed hereby that parcel conveyed to Carl M. Hubbard by warranty deed of Triton Corporation dated October 14, 2020, and recorded in the Cumberland County Registry of Deeds in Book 37299, Page 318, to which deed reference is hereby made for a description of the excepted parcel.

The premises conveyed hereby are conveyed together with the benefit of that certain temporary grading easement from Carl M. Hubbard to Triton Corporation dated October 14, 2020, and recorded in said Registry in Book 37299, Page 320.

Received
Recorded Register of Deeds
Jul 28,2021 11:25:29A
Cumberland County
Jessica M. Spaulding