

LAKE VIEW SUBDIVISION

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS

This declaration dated as of this 28th day May, 2026 is made by **J & A LANDHOLDINGS, INC.**, *FORMERLY KNOWN AS ARCHIE'S, INC.*, the Grantor herein, with a mailing address of 1057 Auburn Road, Peru, Maine 04290.

WITNESSETH

WHEREAS, **ARCHIE'S, INC.**, n/k/a **J & A LANDHOLDINGS, INC.** is the owner in fee simple of a certain parcel of land in Weld, Franklin County, Maine shown on a survey plan entitled "Lake View Subdivision" prepared by Main-Land Development Consultants, Inc., P.O. Box 42, Livermore Falls, Maine 04254 dated January 2010 and revised October 2011 and recorded in the Franklin County Registry of Deeds as Plans # 5483 and 5484 or as amended (hereinafter "the subdivision"); and

WHEREAS, the Grantor of this Declaration wishes to control future development of the subdivision and to preserve and protect in perpetuity the appearance and features of the subdivision for the benefit of the lot owners, as shall be specified in this Declaration;

WHEREAS, the Grantor of the Declaration has changed its name from Archie's, Inc. to J & A Landholdings, Inc. on December 2, 2024 as is documented in the Maine Bureau of Corporations Amendment filed therein on December 16, 2024;

WHEREAS, only one lot has been sold as of this date in the subdivision, and joins in this amended and restated Declaration of Restrictive Covenants, and there is

an agreement of the owner of the one lot sold and **J & A LANDHOLDINGS, INC.** (formerly known as Archie's, Inc.) to amend and restate this Declaration of Restrictive Covenants dated March 5, 2019, which was initially recorded on March 8, 2019 in the Franklin County Registry of Deeds in Book 4070 at Pages 70 – 77, and was amended on March 11, 2019, said First Amendment being recorded in the Franklin County Registry of Deeds in Book 4071, Pag 250 on March 14, 2019;

NOW THEREFORE, the Grantor does hereby declare that all of the lots and premises depicted as Lots 1 through 13 on the above plan are conveyed subject to the following restrictive covenants, which shall be real covenants running with the land, not conditions or restraints on alienability, and shall be binding upon the Grantor herein, **J & A LANDHOLDINGS, INC.** (formerly known as Archie's, Inc.) and the future owners of said lots 1 through 13, the heirs, personal representatives, devisees, successors, and assigns. In addition, if "Remaining Land" of **J & A LANDHOLDINGS, INC.** (formerly known as Archie's, Inc.), its successors, and assigns, and any additional lots become part of an expanded Lake View Subdivision at a later date said "Remaining Land" and any additional lots are subject to same restrictive covenants as the amended Lake View Subdivision and each lot owner shall become a member of the Lake View Homeowners' Association, herein known as the Association and subject to the Lake View Homeowners' Association By-Laws. These restrictive covenants are imposed upon the premises for the benefits of lots 1 through 13 shown on the above-mentioned Plans or as amended and any additional lots, as well as for the benefit of the owners of said premises and lots, their heirs, personal representatives, devisees, successors and assigns. These restrictive covenants may be enforceable either in law or in equity by the Grantor, the owner or owners of any lot contained therein, or the Lake View Homeowners' Association, specifically excluding the land on said Lake View Subdivision labeled as the "Remaining Land of J & A Landholdings, Inc.", its successors and assigns, and any additional lots, unless the Remaining Land and any additional lots become part of an expanded subdivision at a later date, which are as follows:

1. Only one single-family dwelling unit with up to a three-car garage is permitted on any lot. A bonus room is permitted to be constructed above the garage, but is not counted in the 1,000 square feet of living area.

2. No mobile homes or anything on a portable steel frame, or other temporary or permanent housing shall be permitted on any lot.
3. No more than one unregistered motor vehicle will be allowed on any lot.
4. No home having a living area of less than 1,000 square feet shall be constructed or occupied. Cellars, whether finished or unfinished, porches, garages (including any bonus room built above the garage), and decks shall not be considered living areas for the purposes of calculating the 1,000 square feet of living area.
5. Each lot owner shall maintain the lot free of trash, refuse and other unsightly objects. All lots and improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance. Should any improvement on the lot be damaged by casualty or wear and tear, the same will be promptly raised or restored to a neat exterior appearance in line with the building requirements herein set forth. In the event of fire, buildings must be repaired or demolished, the cellar hole filled in within six (6) months.
6. Any building under construction shall be completed on the outside within two (2) years from receipt of a building permit.
7. The Lake View Homeowners' Association shall be established by the lot owners, their heirs, successors and assigns, after five (5) lots in the subdivision have been sold. No matter how many owners there are of each lot, each lot shall have only one member with one vote in the Lake View Homeowners' Association. Until the Lake View Homeowners' Association is formed, all costs associated with maintaining the subdivision's road system shall be handled as follows:

With the exception of Lot 1, each lot owner shall contribute a proportionate share, based on the number of lots owned, of all costs of repairs, improvements, maintenance of the roads and rights-of-way and storm water systems as shown on said Plans or as amended. Said costs shall be the personal obligations of each lot owner and may be assessed by the Grantor annually on October 1 of

each year or more frequently if deemed necessary, by the Grantor, its successors and assigns, and enforced by notice of delinquency duly filed on the public land records by the Grantor. If the assessments to the lot owner is not paid within thirty (30) days of billing, then said assessment shall be delinquent and shall, together with interest at the annual rate of eighteen (18%) percent, costs of collection and reasonable attorney's fees, become a continuing lien on lot(s) owned by the delinquent lot owner which shall be on the lot(s) and on any of the buildings and improvements thereon in the hands of the delinquent lot owners, their heirs, successors, and assigns.

Each lot owner agrees to contribute to the Association, when formed, according to its rules and by-laws; however, Lot 1 will have a reduced contribution to the Association because Lot 1 is not required to contribute to the development, repair, maintenance and general upkeep of the road infrastructure within the subdivision unless and until Lot 1 develops entrances onto the road infrastructure within the subdivision. So long as Lot 1 only has entry and exit access onto West Side Road, said Lot 1 will be exempted from costs associated with the roads in the subdivision. If at any point in time, Lot 1 develops entry and exit access onto the road or road within the subdivision, the exemption from road cost contributions will expire.

8. Each lot owner must join in the Lake View Homeowners' Association, which shall be formed by the lot owners, their heirs, successors and assigns, after five (5) lots in the subdivision have been sold, for the purpose of maintaining and controlling the restrictive covenants, all roads and rights-of-way within the subdivision, and which shall be governed by the terms stated on the recorded subdivision plans or as amended, this Declaration, and by the duly enacted By-Laws and provisions of said Association.
9. The roads labeled on the herein described Subdivision Plans as "Lakeview Road" and "Oak Street" are owned by the Grantor, its successors and assigns, that grant lot owners with a right-of-way to their lots per restrictions and conditions described in these Covenants and governed by the terms stated on the recorded subdivision plans or as amended. All lot owners agree to indemnify and hold harmless Grantor, its successors and assigns, personally

from any liability arising out of the use of the road or rights-of-way shown on said Plan # 5483 and 5484 or as amended, by any lot owner, his/her family, guests, or licensees. Said Grantor, its successors, and assigns, may transfer to the Lake View Home Association, and said Association shall accept title to all said roads and rights-of-way shown on said Plans or as amended. By accepting title, the Lake View Home Association legally acknowledges that the Grantor reserves for itself, its successors and assigns, a permanent right-of-way for all purposes, including development and utilities, to use any and all roads in the subdivision or any extensions of said roads onto other land. No roads shall be connected to Lakeview Road or Oak Street without the written permission of the Grantor, its successors and assigns.

10. All Lot Owners shall cooperate with the process of having any road or right of way in the subdivision accepted by the Town of Weld, or its successor in interest.
11. All buildings erected on the lots shall be constructed in compliance with all applicable Federal, State and local building ordinances and codes. In addition, no building erected on any lot shall be covered with tarpaper, asphalt shingles or corrugated metal siding. All such buildings shall be covered with clapboards, wood shingles, brick, vinyl siding or similar suitable materials. The colors of the buildings shall be muted tones such as tan, brown, white, pale yellow and light grey and shall fit in the natural surroundings of the buildings.
12. The color of all or any portions of the roofs on any building on any lot shall have a muted tone such as tan, brown, light brown, black or green and shall fit in with the natural surroundings of the building. All metal roofs must be factory painted.
13. No swine, livestock, other animals or poultry, with the exception of female chickens or guinea hens, shall be kept on the property, except household pets of a kind normally housed in a residence. A kennel or breeding operation shall not be allowed.
14. All local zoning shall be in effect and shall be complied with.

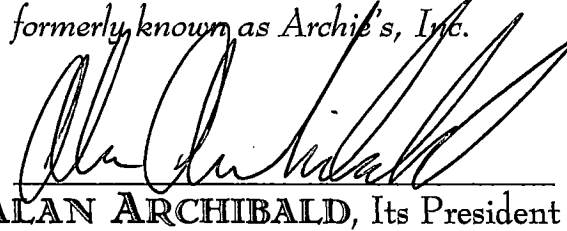
15. No building or earth-moving activities are allowed in any stream set-backs or wetlands, as delineated on the recorded plans, without a permit under the Natural Resources Protection Act.
16. Any and all excavation, grading, leveling or other disturbance of the ground surface, including but not limited to construction of buildings, swimming pools, driveways and parking lots shall be done in such manner that any erosion of the site caused by such activities shall be minimized and temporary and shall be cured within 30 (thirty) days of completion of such activities.
17. Each lot owner(s) shall, at the lot owner's expense, install and maintain driveway culverts, ditches, and storm water control devices as required.
18. SEVERABILITY. Each and every provision contained herein shall be considered to be independent and separate. If any one or more of the regulations, covenants or restrictions shall for any reason be held to be invalid or unenforceable, all of the remaining restrictions, etc., shall remain in full force and effect.
19. Failure to enforce any provision of these restrictions shall not operate as a waiver of any provision or of any provision of these restrictions.
20. BREACH. In the event of breach of any of the above restrictive covenants, the Grantor, as the Declarant hereof, and its successors and assigns, or the Lake View Home Association, may exercise any remedies at law or equity to enforce the terms of these restrictions or of any corporate by-laws and acts pursuant hereto, and all costs, including reasonable attorney fees, incurred by Grantor, its successors and assigns, or by the Lake View Home Association, in enforcing these restrictions shall be paid personally by the owner of the lot which is in violation of any provision of this Declaration, together with all other rights and remedies permitted by law, which may be enforced personally and *in rem*.

21. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This Declaration may be amended by a two-thirds (2/3) vote of the Association. Records of the voting shall be certified by the secretary of the Association indicating said amendment was duly authorized and shall effectively amend the Declaration of Restrictive Covenants herein contained

WITNESS its hand this 28th day of May, 2026.

J & A LANDHOLDINGS, INC.
formerly known as Archie's, Inc.


Witness: JOEL C. KERINS

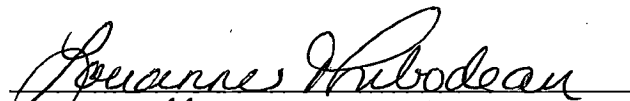

By: ALAN ARCHIBALD, Its President

STATE OF MAINE

OXFORD, SS.

May 28, 2026

Then personally appeared, before me, the above-named **ALAN ARCHIBALD**, President of **J & A LANDHOLDINGS, INC.**, FORMERLY KNOWN AS ARCHIE'S, INC., and acknowledged the forgoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said **J & A LANDHOLDINGS, INC.**


Notary Public – LOUANNE THIBODEAU
My Commission Expires: 08/30/2031

SEAL

LOUANNE M. THIBODEAU
Notary Public, State of Maine
My Commission Expires Aug. 30, 2031

Diane M. Guerin
Witness: Diane M. Guerin

Richard P. Hurm
RICHARD P. HURM, July 2, 2026
Owner Lot 1

STATE OF CONNECTICUT
WINDHAM, SS.
COUNTY

July 2, 2026

Then personally appeared, before me, the above-named **RICHARD P. HURM** and acknowledged the forgoing instrument to be his free act and deed, in his said capacity.

AMENDMENT TO LAKEVIEW SUBDIVISION

[Signature]

Notary Public

Printed Name: JOAN S. PERREAULT

My Commission Expires: 02/28/2030

