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Deer Creek Crossing Road Maintenance Agreement & Covenants

This Agreement is constructed as of 1/16/2025 by the property owners (see Appendix A) hereto and their successors and assigns with respect to real estate located in the Town of Durham, Androscoggin County, Maine. The sole purpose of this agreement is to establish rules and standards for maintaining the road of Deer Creek Crossing. It is not intended to be used as an instrument for creating land use covenants.

1. Property. This Agreement shall apply to the real property (the "Lots") held by the Owners identified in Appendix A of Deer Creek Crossing (the "Road") in the town of Durham, Androscoggin County, Maine.

2. Owner. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot who has signed this agreement, and the heirs, successors, assigns and personal representatives.

3. Road. The purpose of this Agreement is to provide for the maintenance and upkeep of the Road which services the Lots for the use and benefit of the Owners, and shall be binding upon all Owners appearing in Appendix A of this agreement. Any roads constructed which connect to Deer Creek Crossing (such as subdivision roads) that service two or more lots shall have a separate road maintenance agreement to address the maintenance and upkeep of that road, however, the owners of the lots serviced by those roads shall also be participants in the Deer Creek Crossing Association.

4. Association. Under Maine law a nonprofit corporation, the Deer Creek Crossing Association (the "Association"), has been formed for purposes of complying with the requirements of this Agreement.

5. Member. Every Owner listed in Appendix A shall be a Member of the Association. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. A Person or entity who holds a fee or undivided fee interest merely as security for the performance of an obligation, however, shall not be a Member.

6. *Officers. Officers of the Road Association and their responsibilities include:*
    a. *Secretary: responsible for documenting meeting minutes, helping with remote voting, and assisting with communication.*
    b. *Treasurer: responsible for book keeping and collecting and sending invoices to Road Association members.*
    c. *Road Commissioner: responsible for meeting with contractors regarding road work, insurance, plowing etc., and is the point of communication for plowing and road work.*

N O T
N O T

*All three officers have authority to sign for Deer Creek Crossing Association. *Officers are elected bi-annually by the members of the Road Association.

O F F I C I A L
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Exception
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Map 7 Lot 32-A is exempt from this agreement until such time that the lot is subdivided or a building permit is issued and is accessed from Deer Creek Crossing. The owner of the newly recorded lot(s) shall be a participant in this agreement.

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7. Voting. All Members of the Association shall be voting Members and the Association shall have one (1) class of voting membership. For purposes of any meeting, a quorum shall consist of owners from at least one half of the lots being present and voting. Each Lot shall represent one (1) individual vote. When more than one member holds an ownership interest in a Lot, the vote for that Lot shall be exercised as such Members among themselves may determine by majority vote. In no instances shall the voting rights for a Lot be divided. No more than one (1) vote shall be cast with respect to any one Lot. If Members who are Owners of a Lot are unable to agree in any instance as to how their vote shall be cast, then the vote shall not be counted. Voting may be done via email.

8. Expenses. Each Owner of a lot (or homeowner) shall be assessed a sum equal to one share. Currently with 13 lots, each lot shall pay an amount equal to 1/13th of the expenses.

   Road maintenance and upkeep shall be limited to that required, to repair and prevent erosion and to repair ordinary wear to the surface of the Road. All maintenance and upkeep will be by competitive bid unless a non-competitive price is accepted by vote of a majority of the Owners present at a meeting duly called for the purpose of voting on the budget of the Association.

9. Progressive Improvements. Progressive improvements or upkeep that is beyond what is required to prevent erosion and repair ordinary wear to the surface of the road, must be voted on and approved by the association.

   Each Owner shall repair or cause to be repaired, at his or her own expense, any damage caused by said Owner or Owner's invitees, to the right of way which exceeds ordinary wear and tear which would occur through usage for ordinary family and residential purposes.

10. Restrictions. Owner's are limited to no more than two (2) outbuildings, no mobile homes, and no more than one (1) unregistered vehicle per lot. Before construction takes place on any lot the proposed building plans must be approved by StoneX Constructions LLC to fit the aesthetics of the subdivision.

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All new construction must be completed by either StoneX Construction LLC or Dean Smith Construction. StoneX Construction LLC maintains the right of first refusal for a period of three (3) years after the initial sale of a lot for all construction, excavation, or landscaping that is not done by the homeowner and would be completed by a contractor.

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11. Account Balance. In the event that the association were to accrue surplus funds, all funds will be kept in a bank account for the sole use by the Association and managed by the Association Treasurer, as voted on during the annual meeting. In the event of a budget shortfall, a special assessment will be voted on. In the event of a surplus, additional funds are to remain in the account and apply to the budget for the following year. At no time may an Association member request a refund of funds.

12. Lien. Each Owner, by signing this Agreement, does covenant and agree to pay to the Association, within sixty (60) days after the date of notice of an assessment, all assessments made by the Association. Each assessment, together with interest in amounts or at rates specified by the Association and together with costs of collection, shall be a lien and charge upon the Lot against which each such assessment is made which lien shall continue until the assessment is paid and shall be the personal obligation of the Owner. The personal obligation of the Owner to pay such assessments, however, shall remain the personal obligation of the person who was the Owner when the assessment was first due and shall not pass to successors in title unless expressly assumed by such successors.

13. Enforcement. The Association may bring a civil action against the Owner personally obligated to pay an assessment in order to enforce payment of the delinquent assessment or to foreclose the lien against the Lot, and there shall be added the amount of such assessment due all costs of collection. In the event a judgment is obtained, such judgment shall include interest on the assessment, together with all the Association's attorney's fees and expenses and costs of the action.

14. Subordination. The lien of the assessments provided for shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to any allowable method of foreclosure, or any other proceeding in lieu of foreclosure. Upon request by an Owner of a mortgage of a Lot, the Association shall issue such certificates as are necessary to indicate the status of the assessments. Such sale or transfer shall not discharge the lien of the Association of any assessment thereafter becoming due after the date of any such sale or transfer. The lien of the association also shall be subordinate to all utility easements which may be placed upon any Lot.

15. Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

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16. Amendment. This Agreement may be amended by a written instrument executed in recordable form and signed by Members entitled to cast at least 75% of the votes allocated to the Lots listed in this agreement.

17. Dissolution. In the event that any portion of Deer Creek Crossing is accepted or declared by a municipality or the state as a public way, this agreement will remain in effect only for those lots which remain along the section that is not part of the public way. If the entire section of Deer Creek Crossing is accepted or declared as a public way, this agreement will be considered fully dissolved upon the town's acceptance of the road. Upon full dissolution, any remaining funds in the association account will be evenly distributed among its members.

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Appendix A

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IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

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WITNESS

Map 7 Lot 32-A1 - 53 Deer Creek Crossing, Durham ME

Jack Doughty Witness: Jenny George

Map 7 Lot 32-A2 - 57 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A3 - 61 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A4 - 65 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A5 - 69 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A6 - 75 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A7 - 81 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A8 - 83 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A9 - 89 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A10 - 78 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A11 - 72 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A12 - 58 Deer Creek Crossing, Durham ME

Witness: Jenny George

Map 7 Lot 32-A13 - 50 Deer Creek Crossing, Durham ME

Witness: Jenny George

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STATE OF MAINE

COUNTY OF ANDROSCOGGIN, SS.

The foregoing Road Maintenance Agreement was acknowledged before me on

February 6, 2025 by

Jack T Dughty

Signature: Michelle Barker

Print Name: Michelle V. Barker
Notary Public, State of Maine
My Commission Expires September 24, 2028

SEAL

Notary Public of Maine

(NOTARY SEAL) My Commission Expires: _____

Road Maintenance Agreement

This Agreement is made as of 1/16/2025 by the property owners (see Appendix A) hereto and their successors and assigns with respect to real estate located in the Town of Durham, Androscoggin County, Maine.

Deer Creek Crossing Road Maintenance Agreement & Covenants

Warranty Deed Marginal Notation Addendum

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS