

**DECLARATION OF MAINTENANCE
OF PRIVATE WAY FOR
CHERRY BLOSSOM LANE, SANFORD, MAINE**

This Declaration of Maintenance of Private Way (hereinafter called the "Declaration"), made as of the 13 day of July 2017, by **ANDREW J. JOHNSON** and **KRISTEN J. JOHNSON**, both of 28 Cherry Blossom Lane, in the City of Sanford, County of York, and State of Maine 04073, and **JEFFREY R. DOIRON** and **LISA B. DOIRON**, both of 148 Grammar Street, in the City of Sanford, County of York, and State of Maine 04073, and **ADAM P. PELLETIER**, of 25 Cherry Blossom Lane, in the City of Sanford, County of York, and State of Maine 04073 (hereinafter called the "Declarants"),

Witnesseth:

WHEREAS, the Declarants are the owners of certain real property situated in the City of Sanford, County of York, and State of Maine, being Gordon Acres Subdivision shown on a certain plan entitled Plan of a Private Way "Cherry Blossom Lane" and three lot subdivision "Gordon Acres" owned by Paul E. and Libby J. Pelletier, dated August 7, 2006, and recorded in the York County Registry of Deeds in Plan Book 315, Page 18 (hereinafter called "Plan");

WHEREAS, the Declarants are desirous of outlining and declaring the respective duties and obligations of the owners of the lot as shown on the Plan with regard to the maintenance, repair, and plowing of the private way shown on the Plan and designated as Cherry Blossom Lane;

Now, therefore, the Declarants hereby declare that the respective three lots shown on the Plan are and shall be held, transferred, sold, and conveyed subject to the following covenants, agreements, liens, and charges relating to the maintenance, repair, and plowing of the private way shown on the Plan;

1. Obligation of Owners. The Owners of Lots 1, 2, and 3 agree to be jointly obligated to maintain, repair, plow, sand, and replace the Road so that it is reasonably safe and maintained in a good and passable condition at all times for travel by vehicles or pedestrians.

2. The duties and obligations imposed by this Declaration shall run with the land.

3. The duties and obligations imposed by this Declaration shall be transferred to donees or purchasers of the respective three lots shown on the Plan and that upon such transfer, the transferor is no longer bound by these duties and obligations.

4. The Declarants, for themselves, their heirs, successors, and assigns acknowledge, understand, and agree that the City of Sanford is not responsible for the maintenance, repair, or plowing of the private way shown on the Plan.

5. Decision-Making. Any and all decisions, with respect to the nature and extent of the work to be performed, the individual or entity to be employed to do such work, the total amount of money to be expended for such work, or any and all other matters or questions relative to the Road, including the appointment of a manager or agent shall be made and decided by a unanimous vote. Notwithstanding the preceding sentence, acts or repairs of a de minimis nature when the fair market value for services to be rendered are \$250.00 or less, any Owner may act unilaterally and shall be solely responsible for said de minimis expenses and repairs. Each lot or parcel serviced by the Road shall be entitled to one (1) vote regardless of the number of owners or form of ownership of said lot or parcel.

6. Payment. Owners of a lot agree to pay a proportionate share of work done and other costs pursuant to the Agreement, said proportionate share equal to 1/3 of the total cost of work completed. All payments shall be made within fourteen (14) days after receipt of a written bill for such work done.

7. Failure to Pay. Each Owner's proportionate share of the cost for the work undertaken pursuant to this Agreement shall constitute a debt owed to the other Owners and can be enforced by the placement of a lien on the subject properties.

8. Appointment of Agent/Manager. The Owners, by a unanimous vote, may elect to appoint an agent or manager who shall act on behalf of the Owners in contracting to have any work done and in collecting the contribution of each Owner. Such agent or manager can be, but need not be, an Owner.

9. Arbitration. In the event the Owners are unable to amicably resolve a dispute in excess of \$1,500.00 arising out of any interpretation of any provision of this Agreement, any Owner shall have the right to invoke the exclusive remedy of binding arbitration by giving written notice of his intention to do so to the other Owners affected by the dispute. Said written notice shall fairly and fully set forth the contentions of said

Owner and shall designate and appoint an arbitrator/advocate to act on behalf of said Owner. Within ten (10) days of receipt of the notice, those Owners opposed shall give written notice of their opposing contentions and the name of the arbitrator/advocate. Each arbitrator/advocate shall be a practicing attorney, licensed engineer, or excavating contractor. Arbitrators/advocates may, but need not be, of the same occupation or profession. The two arbitrators/advocates appointed above shall jointly appoint a third and deciding arbitrator, but if they are unable to agree within seven (7) days, then one of them shall be designated the sole arbitrator by random pick of one of their names.

The arbitration shall be held within thirty (30) days of the receipt of the responsive notice as above provided by the Owners invoking the remedy of arbitration. The arbitration shall be held in accordance with the commercial rules of the American Arbitration Association then in force, or in accordance with such other procedures as the parties deem appropriate. Following the invocation for the remedy of arbitration by any Owner, all acts relating to the Road, including the same of any lots or parcels to be serviced by the Road, shall be suspended or postponed until after a decision is rendered unless the Owners involved in the arbitration shall unanimously agree otherwise. The costs and expenses of arbitration shall be borne one-half (½) by the Owners proposing it and one-half (½) by the Owners opposed.

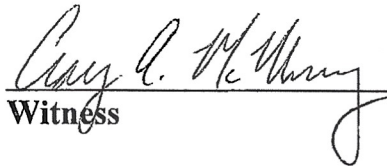
10. Continuous Use and Maintenance. Under no condition can the Owners or a majority of the Owners close or prevent the use of the Road for travel or discontinue its maintenance unless unanimously approved by all Owners.

11. Binding Effect. This Agreement, and the covenants and conditions contained herein, shall be deemed and construed to be real covenants running with the land, benefitting and burdening all of the land referenced above, binding upon the Owners, their heirs, successors, personal representatives, and assigns. Furthermore, this Agreement is intended to benefit any mortgagee or the successors of any mortgagee of any of the real property subject to this Agreement to assure marketability of the real property.

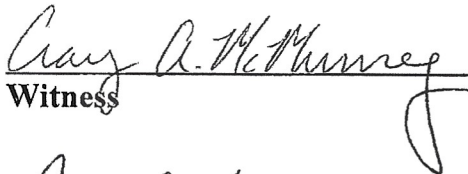
12. Effective Date. This Agreement is effective as of the date shown at the top of the first page as to **ADAM PELLETIER** and **ANDREW J. JOHNSON** and **KRISTEN J. JOHNSON**. The effective date of the Agreement as it relates to **JEFFREY R. DOIRON** and **LISA B. DOIRON** shall be upon completion of construction of the Doiron residence located on Cherry Blossom Lane.

13. Amendments. All amendments to this Agreement shall be rendered only by a unanimous vote of the Owners owning land shown on the above-referenced survey at the time of the proposed amendment. Each lot or parcel serviced by the Road shall be

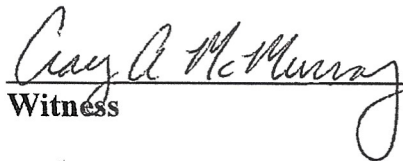
entitled to one (1) vote regardless of the number of owners or form of ownership of said lot or parcel.


Witness


ANDREW J. JOHNSON

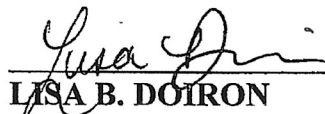

Witness

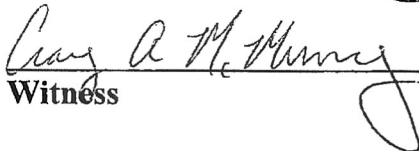

KRISTEN J. JOHNSON

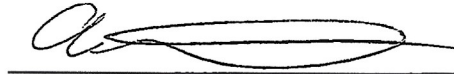

Witness


JEFFREY R. DOIRON


Witness


LISA B. DOIRON


Witness


ADAM P. PELLETIER

STATE OF MAINE
York, ss.

July 14, 2017

Then personally appeared the above-named **Andrew J. Johnson, Kristen J. Johnson, Jeffrey R. Doiron, Lisa B. Doiron, and Adam P. Pelletier** and acknowledged the foregoing instrument to be their free act and deed.

Before me,


Craig A. McMurray
Maine Attorney-at-Law