NANCY E HAMMOND, REGISTER OF DEEDS
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ROLLING WOODS LANE
PRIVATE WAY MAINTENANCE AGREEMENT

THIS AGREEMENT is binding on owners of the following certain parcels of land on the easterly side of State Route 109 in the Town of Wells, County of York and State of Maine (hereinafter "Benefitted Properties"), including any divisions or subdivisions thereof:

Land now or formerly of **The Patterson Companies, LLC**, described in a deed dated October 17, 2022 and recorded in the York County Registry of Deeds in Book 19135, Page 868; and

Land now or formerly of **Jackson, Drysdale & Associates L.L.C.**, described in a deed dated October 17, 2022 and recorded in the York County Registry of Deeds in Book 19135, Page 863.

WHEREAS, the Benefitted Properties described herein will be accessed and benefited by a Private Way on land now or formerly of Jackson Drysdale & Associates L.L.C. described above, to be known as "**Rolling Woods Lane**"

WHEREAS, Jackson Drysdale & Associates L.L.C. intends to subdivide its property to create additional residential lots accessing said Private Way; and

WHEREAS, the owners wish to create a mechanism for maintaining said Private Way, including its drainage structures, easements and improvements, and sharing in the costs for same;

NOW THEREFORE, the undersigned declare that the real property described herein shall be held, transferred, sold conveyed, leased and occupied subject to the covenants, restrictions, charges, and liens hereinafter set forth whether noted in the conveyance of the aforesaid residential lots or not:

1. This agreement is binding upon owners of the Benefitted Properties, their successors and assigns; including without limitation the owners of all lots in any subdivision of the Benefited Properties, to include all lot owners requiring vehicular and/or utility access through said Private Way, and is binding on those parties who may in the future obtain title to any of the parcels or lots of land with

are served by said Private Way. Furthermore, this agreement is intended to benefit any mortgagee or the successors of any mortgagee of any of the real estate subject to this agreement in order to assure marketability of the real estate.

2. By accepting a deed to one of these parcels or lots described herein, the owner(s) joins in this agreement, and further agrees to join in any Homeowners Association created to enforce and carry out the purposes of this agreement, including without limitation a Homeowners Association for additional properties accessed by the Private Way.

3. The owners of the aforementioned parcels or lots served by the Private Way, jointly and severally, agree to maintain, repair, plow, sand and replace the surface of the road so that it is reasonably safe and maintained in a good and passable condition for travel by vehicles and pedestrians; and to maintain any and all drainage structures, drainage easements or drainage improvements associated therewith, wherever located, and to maintain insurance for same.

4. No parcel or lot owner shall make any improvements except for normal repair, and maintenance without the written consent of the majority of the parcel and lot owners. In the event any parcel or lot owner incurs such cost or expense for improvements except routine repair, and maintenance provided for in this agreement, without said written consent of the other parcel and lot owners, the party incurring such cost and expense shall defend, indemnify and hold the other lot owners harmless there from, including any liens and attachments.

5. Any and all decisions with respect to the nature and extent of work to be done, the individual or entity to be employed, the total amount of money to be expended, or any and all other matters or questions relating to the Private Road shall be determined by a majority vote of the aforesaid parcel or lot owners accessing the Private Road. The owners of each parcel or lot shall, for the purposes of this provision, be considered as one person and shall be entitled to a single vote regardless of the number of owners or the form of ownership on said lot. Unless otherwise agreed by the parcel or lot owners, all work will be done on the basis of competitive bids.

6. The parcel or lot owners may, by majority vote, elect or appoint an agent or manager who shall be a lot owner, who shall act on behalf of the lot owners in contracting to have the work done and collecting the contribution of each lot owner.

7. Each parcel or lot owner shall contribute a fractional share of the total cost of the maintenance of the Private Way, which fraction shall be a numerator of one over a denominator equal to the total number of parcels or lots

accessed by the Private Way, for each parcel or lot owner. All payments shall be made within thirty (30) days after receipt of a bill for work done.

8. Each parcel and lot owner's proportionate share of the reasonable charges for the work undertaken pursuant to these provisions shall constitute a debt owed to the other lot owners which may be collected in any court of competent jurisdiction of this State, and said debt shall constitute a lien upon the parcel(s) lot or lots owned by the party failing to contribute his or her proportionate share of the cost. The lien established hereby may be enforced by the parcel and lot owner(s), their heirs, successors or assigns (or Association), employing any legal or equitable remedies, including without limitation an action to enforce a mechanics lien pursuant to the procedure set forth in Title 10 M.R.S.A. § 3251, et seq., together with pre-judgment and post-judgment interest, and costs of collection and reasonable attorney's fees.

9. Under no condition can the parcel or lot owners or a majority of them close the Private Way to travel and discontinue its maintenance unless unanimously approved by all parcel or lot owners and Jackson Drysdale & Associates L.L.C., its successors and assigns. Vehicle parking on the roadway is prohibited for durations of more than 6 hours, and vehicle parking is also prohibited during the overnight hours extending from 1/2 hour after sunset to 1/2 hour before sunrise. Access for any emergency vehicle shall not be impaired, impeded or blocked.

10. Jackson Drysdale & Associates L.L.C., for itself, and its successors and assigns, reserves the right to extend the Private Way and to grant similar access and utility easements thereon, provided that the additional owners share proportionately in reallocated costs for each additional owner(s).

11. At the election of Jackson Drysdale & Associates L.L.C., its successors and assigns, the parcel or lot owners shall accept title to the fee interest in the road, or shall join or form whatever legal association as may be necessary to receive title, and shall thereafter be the record owners of the Private Way.

12. Upon purchasing a lot governed by this Agreement, each Owner will be required to contribute the sum of $500.00 (per lot) to the Association's capital reserve account. A conveyance from Jackson Drysdale & Associates L.L.C., The Patterson Companies, LLC to an affiliate for development purposes (including without limitation, Patco Construction, Inc.) shall be exempt from the provisions of this Section 12. The purpose of this account is to cover unanticipated or extra expenses, for which the Association's budget is not sufficient during any given year. Any interest earned on reserve account contributions belongs to the Homeowners Association. Upon the sale of a lot governed by this Agreement, the new owner(s) shall be required to contribute to the capital reserve account in an

amount that is at least equal to the capital reserve contribution of the transferring owner(s). The amount of the capital reserve contribution required for new owners may be changed only by a ¾ majority vote of the Owners.

13. This agreement and the conditions herein contained shall be deemed to be real conditions running with the land and benefiting and burdening the land described in deeds to parcel owners and to all lots of any subdivision served by said Private Way.

14. Rolling Woods Lane, a private street, shall remain private to be maintained to Town of Wells standards and shall not be accepted or maintained by the Town

[*Signature Page to Follow*]

IN WITNESS WHEREOF, Jackson, Drysdale & Associates L.L.C., the declarant hereunder, has caused this instrument to be signed in its limited liability company name by its Manager, Mark I. Patterson thereunto duly authorized this 28th day of July, 2025.

WITNESS:

JACKSON, DRYSDALE & ASSOCIATES L.L.C.

By: Mark I. Patterson
Its: Manager

STATE OF MAINE
COUNTY OF YORK

July 28th, 2025

Then personally appeared the above-named Mark I. Patterson, Manager of Jackson, Drysdale & Associates L.L.C., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Limited Liability Company.

Before me,

Maine Attorney at Law /Notary Public
Printed Name:
My comm. expires:

Jennifer A. McNeil-Bouchard
Notary Public - Maine
My Commission Expires
July 10, 2028

IN WITNESS WHEREOF, The Patterson Companies, LLC, the declarant hereunder, has caused this instrument to be signed in its limited liability company name by its Manager, Mark I. Patterson thereunto duly authorized this 28th day of July, 2025.

WITNESS:

THE PATTERSON COMPANIES, LLC

By: Mark I. Patterson
Its: Manager

STATE OF MAINE
COUNTY OF YORK

July 28th, 2025

Then personally appeared the above-named Mark I. Patterson, Manager of The Patterson Companies, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Limited Liability Company.

Before me,

Maine Attorney at Law /Notary Public
Printed Name:
My comm. expires:

Jennifer A. McNeil-Bouchard
Notary Public - Maine
My Commission Expires
July 10, 2028