NANCY E HAMMOND, REGISTER OF DEEDS
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ROLLING WOODS PRESERVE SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS BY JACKSON, DRYSDALE & ASSOCIATES L.L.C.

WITNESS THIS DECLARATION OF PROTECTIVE COVENANTS AND COMMON EASEMENTS made this 28th day of July, 2025 by **JACKSON, DRYSDALE & ASSOCIATES L.L.C.**, of 1293 Main St., City of Sanford, County of York, State of Maine 04073 (hereinafter the "Declarant"); and

WHEREAS, Declarant is the owner of certain real property situated on the easterly side of Route 109 in the Town of Wells, York County, Maine, being the same premises conveyed to Jackson, Drysdale & Associates L.L.C. by virtue of a deed from Lani L. Hilton Kelley and Darin D. Hilton dated October 17, 2022 and recorded in the York County Registry of Deeds in Book 19135, Page 863; and

WHEREAS, Declarant has created seventeen (17) residential lots on the aforesaid land as shown on a plan entitled "Plan Showing Rolling Woods Preserve" dated December 3, 2022, prepared by Corner Post Land Surveying, Inc. and recorded in the York County Registry of Deeds in Plan Book 434 Page 38 (hereinafter the "Property")

WHEREAS the lots will be served by a private roadway, common areas and common easements for utilities and drainage; and

WHEREAS, said private roadway, also known as Rolling Woods Lane, a private street, shall not be accepted or maintained by the Town.

WHEREAS Declarant desires to assure quality standards for the wholesome development of the Property subject to the Plan and to promote the interest and welfare of each owner of a part of the Property (hereinafter the "Owners") and therefore desires to subject the Property to protective covenants and common easements as set forth hereinafter;

NOW THEREFORE, Declarant hereby declares that the Property is and shall be held, occupied, improved, transferred, leased and otherwise used and disposed of subject to the protective covenants and common easements set forth herein, all of which are declared to be in furtherance of a uniform scheme of

mutual equitable servitudes upon each and every portion thereof, in favor of each and every portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof, which protective covenants and common easements shall be determined to run with the land and be a burden and benefit upon and to, and be enforceable by, all persons having an interest in any portion of the Property.

ARTICLE I
PROTECTIVE COVENANTS AND RESTRICTIONS

Each conveyance of a numbered lot shown upon the aforementioned subdivision plan shall henceforth be subject to the following protective covenants and restrictions:

1. No building or other structure of any kind other than single-family residence with garage, separate storage shed, or barn shall be erected on said property. Outbuildings may only be erected when associated with a residence.

2. Dug or driven wells are prohibited.

3. The premises shall be used only for single family residential purposes and without limitation, no commercial, industrial, business, farming or animal husbandry use or enterprise of any nature or description shall be carried on at the premises. Residential use shall include temporary or seasonal residence and shall not preclude leasing or rental, provided that Lot Owner(s) may not lease or rent the premises more often than one (1) time in any twelve (12) month period. Accessory dwelling units are prohibited.

4. No machinery, unregistered motor vehicles, commercial vehicles exceeding a one ton truck, or equipment of any kind shall be placed, operated or maintained upon said property except such machinery or equipment as is usual and customary in connection with and during the use, maintenance or construction of a residence.

5. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be used as a residence on any lot.

6. No poultry, swine, dog kennels or livestock shall be kept or maintained on any part of the premises except dogs, cats, or birds may be kept for pleasure

and use of the occupants. Animals shall not be housed or penned outdoors overnight.

7. All residential structures and accessory outbuildings shall conform to the codes, ordinances and regulations of the municipality, provided however, that the exterior of every dwelling house and accessory outbuilding must be completed, including painting or staining and landscaping, within one (1) year from the date construction is started.

8. No dead trees or other unsightly growth shall be permitted to remain on any part of the premises. No refuse pile or unsightly object shall be allowed to be placed on any part of the premises. No lawn ornaments, statuary, monuments or the like shall be allowed to be placed on the premises. All grills, clotheslines, screenhouses, swingsets, playgrounds, playhouses, and the like shall be screened from public view. Rubbish or waste containers must be enclosed and screened from public view. Compost piles are not allowed. Lot Owner(s) shall be responsible for keeping the premises and all improvements in good order and repair and free of debris, which shall include, without limitation, the regular mowing of all lawns, the pruning of trees and shrubbery, and painting or other external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. No signs shall be erected on the premises except signs "for sale" or "for rent" of reasonable size, type and appearance. By acceptance of a deed, Lot Owner(s) acknowledge(s) that these restrictions are reasonable and necessary to protect the appearance of the neighborhood and property values of all lots in the development.

9. No noxious or offensive acts shall be carried upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

10. All plans for the erection, additions, or alteration of buildings on the premises for shall be submitted for approval to the Declarant, its successors or assigns or its duly authorized representative before any construction is undertaken and such approval shall be endorsed in writing on said plans or by separate instrument. The covenants contained in this Paragraph 9 shall remain in effect for twenty (20) years after the conveyance of the premise, or until released by instrument executed and recorded by Declarant, or it successors and assigns, whichever shall first occur.

11. These covenants may be enforced by the Declarant, its successors and assigns, and owners of those properties benefited by the Private Way

Maintenance Agreement benefitting Lot Owner(s)'s property as part of a common scheme of development.

ARTICLE II
EASEMENTS

The lots are subject to and together with all easements shown on the subdivision plan and notes thereon, including without limitation, easements for utilities, passage and drainage. The lots are conveyed together with certain easements described herein over adjacent land now or formerly owned by the Declarant, for use as open space and drainage, subject to the right of Declarant to relocate or reconfigure said easement areas (prior to the conveyance of fee interest therein), and to grant similar easements to be used in common with others, all as set forth on the subdivision plan and notes thereon.

By the acceptance and exercise of the within conveyed easements, the owners herein, their heirs and assigns, agree to the following:

1. To use said easements in a manner that is least disruptive to the use and enjoyment of the other lot owners, their heirs and assigns; and

2. After any excavation work has been conducted, to restore said premises to substantially its condition prior to said exercise of the easement right contained herein.

Declarant reserves to itself, its successors and assigns, the exclusive right to erect, place and maintain such facilities in or upon the Property as in its sole discretion may be necessary or convenient while selling other lots in the subdivision. Such facilities include, but are not limited to, sale and construction offices, storage areas, model units, signs and portable toilet facilities.

The Property shall be, and hereby is, made subject to easements in favor of the 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 by this Section shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency the authority to install, lay, maintain, repair, relocate and replace gas lines, pipe and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, and under, through, along and on the Property. Notwithstanding the foregoing provisions of this Article, any such

easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant or so as not to materially interfere with the use or occupancy of the Lot by its occupants.

The Declarant reserves for as long as it owns any Lot, (or for so long as any Lot is owned by either Declarant or Patco Construction, Inc.) an easement on, over and under those portions of the Property not located within a building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant shall restore the affected property, as closely to its original condition as is practicable.

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 and replacement, if applicable, of the Lots and any improvements and fixtures located thereon, pursuant to its right to enforce the provisions of this Declaration.

The Declarant hereby reserves for itself and the Association a certain right and easement to pass and repass on foot or vehicle over the Common Areas with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, gravel, or other facilities and appurtenances intended to facilitate the Common Areas as required herein.

All easements, rights and restrictions described and mentioned in this Article are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

So long as the Declarant or its successors and assigns has title to any other portion of the Property, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary or desirable for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense.

ARTICLE III
HOMEOWNER ASSOCIATION

By acceptance of a deed to property within the subdivision, each lot owner(s) agree(s) to the formation and automatic membership in the Rolling Woods Preserve Homeowners Association to enforce and administer the terms and conditions of this Declaration, including the obligation to collect assessments, enforce the covenants and perform the maintenance obligations described herein. At the election of the Declarant, the Association shall accept the conveyance of fee simple title in the roads, open space and common areas.

ARTICLE IV
GENERAL MAINTENANCE OBLIGATIONS

The owner(s) of all lots shall be responsible for reasonable maintenance of all roads and sidewalks serving the subdivision wherever located, all common areas, all open space, buffers, signage and fencing, and all drainage easements or utility easements serving the subdivision wherever located (excepting individual utility hookups). However, in the event that damage to a road, sidewalk, buffers, signage, fencing, easement area or drainage or utility structure is caused by negligent or intentional acts of a particular lot owner, that lot owner shall be responsible for repairing the road, sidewalk, buffers, signage, fencing, easement area or drainage or utility structure to the condition that existed prior to the damage.

Each lot owner shall be responsible for one-seventeenth (1/17) of the general maintenance expenses provided in this Article. Notwithstanding the foregoing, each lot owner shall be responsible for one-eighteenth (1/18) of all expenses constituting Road Maintenance Obligations under Article V below, in common with the owner of the adjacent lot which is subject to the Private Way Maintenance Agreement recorded herewith In the event of future development causing other persons to be granted rights in the easements or open spaces, those costs will be re-allocated proportionately with those additional owner(s). All payments shall be made within thirty (30) days after receipt of a bill for work done.

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 shall be made and decided by majority vote of the aforesaid lot owners. The owners of each 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 lot owners, all work will be done on the basis of competitive bids and only as required.

Each 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 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 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 of M.R.S.A. § 3251, et seq., together with pre-judgment and post-judgment interest, and costs of collection and reasonable attorney's fees.

ARTICLE V
ROAD MAINTENANCE OBLIGATIONS

With regard to repair and maintenance of the Private Way serving the subdivision, also known as Rolling Woods Lane, the following provisions of this Article V shall apply. Costs for said repairs and maintenance under this article shall also include necessary drainage structures required by the Private Way (e.g., level spreaders). Costs for said repairs and maintenance shall be allocated proportionately with the owner of the one adjacent lot sharing the use of the Private Way (all of whom - adjacent lot and lots in the subdivision - may hereafter be referred to as Benefitted Properties). The owners of the adjacent lot shall be entitled to vote on matters involving road repair and maintenance as provided herein. The Homeowners Association created in this Declaration shall be responsible for administering the agreement and shall take title to the Private Way on election of the Declarant. Reference is made to a Private Way maintenance agreement of near or current date to be recorded in the York County Registry of Deeds.

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. The Declarant, 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 the Declarant, its successors and assigns, the parcel or lot owners shall accept title to the fee interest in the road, or shall form whatever legal association as may be necessary to receive title, and shall thereafter be the record owners of the Private Way.

12. 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.

ARTICLE VI
AMENDMENT

This Declaration may be amended from time to time by a Supplemental Declaration duly executed by two-thirds (2/3) of the lot owners, except that so long as the Declarant (or Patco Construction, Inc.) is the owner of any lot, Declarant may in its sole discretion and without joinder of any lot owner, amend,

revise or abolish any one or more of the provisions of this Declaration by instrument duly executed and recorded in the York County Registry of Deeds. No such amendment shall render invalid any use in and 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.

ARTICLE VII
ENFORCEMENT

By the acceptance of the deed to his Lot, each lot owner covenants and agrees for him/herself, his/her heirs and assigns to comply with the covenants and restrictions set forth in this Declaration. Any failure to so comply shall be grounds for an action against the lot owner, his/her heirs or assigns, to recover damages or for injunctive relief or both, including reasonable attorney's fees incurred by the prevailing party in such enforcement action. Such action may be maintained by the Declarant, the Association or by any aggrieved lot owner.

ARTICLE VIII
DISPUTES

In the event a dispute related to the Property, including a Lot, arises between two or more Owners, such Owners shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association and the result thereof shall be binding and conclusive upon the parties. Upon the written request of either party to the dispute, each party to the dispute shall appoint one person as an arbitrator to hear and determine the dispute and if two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportion as the arbitrators shall decide. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

ARTICLE IX
DECLARANT'S RIGHTS

The conveyance of the Lots to Owners shall be subject to the following reserved rights:

1. The Declarant reserves the right until the construction, marketing and sale of all Lots is completed (by either Declarant or Patco Construction, Inc.) to:

a. Change the size, number and location of Lots and other improvements, and the size, layout and location of any Lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default under a purchase and sale agreement. The change or changes shall be effective upon the recording by the Declarant of an amendment to this Declaration and/or the recording by the Declarant of the modified site plan indicating the changes made.

b. Locate on the Property, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement facilities, including, but not limited to, water, electric, telephone, fuel oil and sewer.

c. Connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sale purposes, provided that the Declarant shall be responsible for the cost of service so used.

d. Use the ways shown on the Plan for ingress and egress and use the Property for the storage of construction materials and equipment used in the completion of the project.

e. Install and maintain signs and lighting for sales.

f. Direct the improvement, widening or maintenance of the private way serving the lots, and direct the improvement or maintenance of any common areas.

g. With respect to any Lots remaining unsold by Declarant (and/or Patco Construction, Inc.), Declarant may let or lease such Lots to any person or persons as Declarant sees fit. The leasing restriction contained in Article I shall not apply to Declarant or Patco Construction, Inc. during its period of ownership.

This Article shall not be amended without the consent of the Declarant so long as the Declarant owns any part of the Property.

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