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ROAD, COMMON AREA & OPEN SPACE MAINTENANCE
AGREEMENT
"SUNSET SHORES" IN WALTHAM, MAINE

Agreement made this 4th day of September, 2020, by and between Maine Woodland Properties, a Maine corporation with a place in the City of Portland, County of Cumberland and State of Maine (hereinafter referred to as Seller) and Robin D. Tyner, whose mailing address is 9 Millstream Drive, Exeter, New Hampshire 03833 (hereinafter referred to as Buyer).

RECITALS

A. Seller has conveyed to Buyer Lot 58 as shown on the Sunset Shores Subdivision Plan (formerly known as Oxbow Point Subdivision, hereinafter "Plan") prepared by Plisga & Day Land Surveyors and approved by the Town of Waltham dated February 21, 2006, recorded at the Hancock County Registry of Deeds as Map File 35-#24 on February 27, 2006. Said lot being located in Waltham, Hancock County, Maine. Seller and Buyer agree that Buyer will contribute \$500.00 for the maintenance fee of the roads, common area and open space within Sunset Shores.

B. The Plan depicts several roads to provide access and utility services throughout Sunset Shores, as shown on the Plan. Said roads are to remain private roads that shall be maintained by the parcel owners of all lots shown on the Plan.

C. Seller and Buyer agree that all maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only as required. Snow removal will be provided on demand of one lot owner that has an existing home built on their lot.

D. The Seller has been given DEP approval to develop a common area that consists of the following: an open pavilion structure, picnic tables, fireplace, two bathrooms, a parking area and a dock with 20 boat slips. Each property owner will have deeded access to this area. The location of this Common Area is located in the Open Space area next to Lot #96. Boat slips will be on a first come first serve basis.

NOW THEREFORE, in furtherance of the sale of Lot 58 to Buyer and the recitals set forth above, the Seller and Buyer hereby agree as follows:

1. Buyer shall be responsible, in common with the owners of others lots shown on the Plan (Lots

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1-146), for the maintenance and repair of the roads, the common area and the real estate taxes for the Open Space area and any other common areas (mailbox location at entrance of Peaceful Point Road) used by the property owners.

2. The first annual meeting of the lot owners shall occur when 75% of the lots are sold. At the first meeting, a majority of the lot owners attending (1 undivided vote per lot) shall choose one of the owners to be a commissioner and one to be a treasurer, determine what maintenance or repairs are necessary, any materials to be furnished, collect the \$500.00 annual association dues from each lot owner, and the date and manner of calling future meetings. The commissioner shall arrange for and supervise all required maintenance, repair or replacement of the roads. At least 30 days prior to each subsequent annual meeting, the commissioner shall inspect the improvements, report on their condition, and recommend the annual budget for the ensuing calendar year. The commissioner shall mail or email the condition report and the proposed annual budget to the last known addresses of the lot owners at least 20 days prior to the meeting. Failure to do so shall not invalidate the meeting or any action taken at the meeting. At each subsequent annual meeting, a majority of the lot owners (1 undivided vote per lot) shall choose one of the owners as commissioner, choose one of the owners as the treasurer, approve a budget, establish the annual assessment for the ensuing calendar year, and establish a due date for the assessments. The assessments shall be apportioned on a per lot basis. Any lot owner may authorize a representative to vote at the meeting on the owner's behalf by providing a notarized proxy to the commissioner or the meeting assembly. The commissioner shall conduct all meetings and maintain custody of all minutes of meetings, ownership rolls and other records. The commissioner and treasurer shall collect all assessments from the lot owners, hold all collected funds, and make disbursements consistent with the annual budget. The commissioner and treasurer shall keep financial records, and all provide a financial report to the lot owners at each annual meeting. The commissioner and treasurer shall also have the authority to collect overdue assessments. If collection remedies are utilized, the affected lot owner(s) shall be responsible for the payment of all costs of collection, including reasonable attorney's fees.

3. This Agreement shall run with Lot 58, and shall be binding on Seller and Buyer, their respective heirs, personal representatives, successors and assigns.

Dated as of this 18th day of September, 2020.

MAINE WOODLAND PROPERTIES (SELLER)

BY: Susan Girouard
Susan Girouard, its Vice President

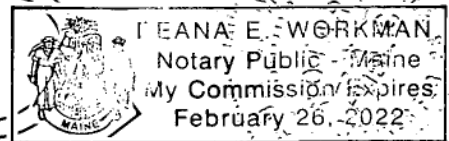
STATE OF MAINE Hancock
COUNTY OF CUMBERLAND

The above-named Susan Girouard, personally appeared before me, this 18th day of September, 2020, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Maine Woodland Properties.

Before me,

Deana E. Workman
Notary Public

Deana E. Workman
Type or Print Name



HANCOCK COUNTY

HANCOCK

Dated this 31st day of August, 2020.

[Signature]

Printed Name: Robin D. Tyner
Buyer

STATE/Commonwealth of New Hampshire
COUNTY OF Rochester

The above-named Robin D. Tyner, personally appeared before me, this 31st day of August, 2020, and acknowledged the foregoing instrument to be her free act and deed.

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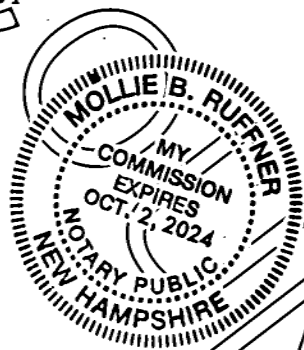
Before me,

[Signature]

Notary Public

Mollie Ruffner

Type or Print Name



NOTARY

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