

**MARINER LANE MAINTENANCE COVENANT  
SEBAGO, MAINE**

This Covenant is made this 10<sup>th</sup> day of July, 2017, by **GILBERT HOMES, INC.**

with respect to Mariner Lane and located in the Town of Sebago, County of Cumberland, State of Maine;

**1. Property.** This Covenant shall apply to certain lots or parcels of land with any houses thereon, situated in Sebago, County of Cumberland, State of Maine, abutting Mariner Lane (“the Road”), and being Lots P, Q, R, S, T, and U (“Mariner Lane Lots”) as depicted on plan entitled “Amended Subdivision Plan, Sebago Ridge Estates”, for Gilbert Homes, Inc. by BH2M and recorded in Cumberland County Registry of Deeds in Plan Book 211, Page 305, and on which a house is constructed.

**2. Owner.** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any said Mariner Lane Lots on which a house is constructed and abuts the Road, and the estates, personal representatives, heirs, successors, or assigns said Owners, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title by foreclosure or any proceeding in lieu of foreclosure.

**3. Road.** The purpose of this Agreement is to provide for the snowplowing, maintenance, and upkeep of said Mariner Lane which services the above lots for the use and benefit of all Owners, and shall be binding upon all Owners, their estates, personal representatives, heirs, successors, or assigns.

**4. Expenses.** Each Owner on which a house is constructed on his or her lot shall be equally assessed the Road snowplowing, maintenance, and upkeep expenses for the ensuing year.

**5. Lien.** Each Owner, shall pay all assessments within thirty (30) days after the date of notice of an assessment. Each assessment together with interest at the rate allowable for judgments under

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Maine law and costs of collection, including attorney fees, shall be a lien and charge upon the house 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.

**6. Enforcement.** The house lot Owners may bring a civil action against any delinquent house lot Owner personally obligated to pay an assessment in order to enforce payment of the delinquent assessment or to foreclose the lien against the house lot and there shall be added the amount of such assessment due interest at the rate allowable for judgments under Maine law and for all costs of collection. In the event a judgment is obtained, such judgment shall include the above interest on the assessment, together with attorney fees and expenses and costs of the action.

**7. 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 house lots. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of a house lot pursuant to any allowable method of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not discharge any liens of any assessment thereafter becoming due after the date of any such sale or transfer.

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

**9. Covenant Appurtenant.** This Covenant shall be appurtenant to and run with the said Mariner Lane Lots. This Covenant shall be binding upon the Owners, their estates, personal

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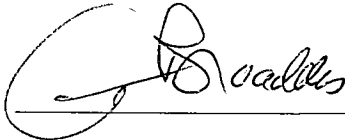
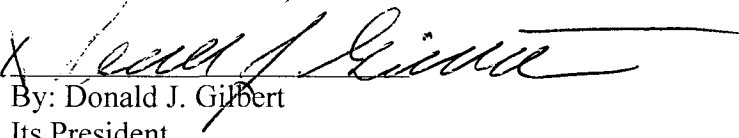
representatives, heirs, successors, or assigns.

**10. Recordation.** This Maintenance Covenant, or any Amendments thereto, shall be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, **GILBERT HOMES, INC.** by and through **DONALD J.**

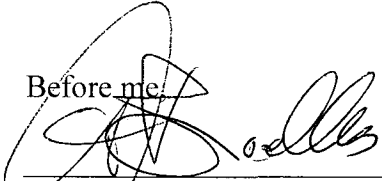
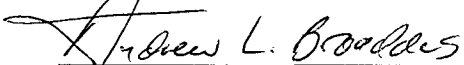
**GILBERT**, its President, hereby sets its hand and seal on this <sup>10<sup>th</sup></sup> day of July, 2017.

WITNESS



  
**GILBERT HOMES, INC.**  
 By: Donald J. Gilbert  
 Its President

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.

Personally appeared the above named **DONALD J. GILBERT**, in his capacity as President of **GILBERT HOMES, INC.**, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of **GILBERT HOMES, INC.**

Before me:   
 Date: 7/10/17  
 Notary Public/Attorney at Law  
  
 Printed Name

Received  
Recorded Register of Deeds  
Jul 10, 2017 02:12:55P  
Cumberland County  
Nancy A. Lane