

**Agreement Regarding the Formation of a Homeowners' Association,  
Road Maintenance, Trail System Maintenance, Fire Pond  
and Buffer/Drainage Easement Maintenance  
"Mountain View" Subdivision in Temple, Maine**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by and between Maine Woodland Properties, a Maine corporation with a place of business in the City of Sarasota, County of Sarasota and State of Florida (hereinafter referred to as Seller), and \_\_\_\_\_ whose mailing address is \_\_\_\_\_ (hereinafter referred to as Buyer).

**RECITALS**

- A. Seller, by deed of recent date, has conveyed to Buyer Lot \_\_\_\_\_ as shown on the Mountain View Subdivision Plans (hereinafter "Plan") prepared by Jones Associates, Inc. Said lots being located in Temple, Franklin County, Maine.
- B. The Plan depicts several roads to provide access and utility services to each of the lots, inclusive, as shown on the Plans. Said roads are to remain private roads that shall be maintained by the parcel owners in Mountain View Subdivision through a Homeowners' Association.

NOW THEREFORE, in further consideration of the sale of Lot \_\_\_\_\_ to Buyer and the recitals set forth above, Seller and Buyer hereby agree as follows:

- 1. Buyer shall be responsible, in common with the owners of other lots shown on the Plan, for the maintenance and repair of the roads and the trail systems/Scenic Overlook area in Mountain View Subdivision, the maintenance of the Fire Pond and the maintenance of the Forested Buffer and Drainage Easement areas as shown of the survey plan. It is the intention of the developer to create more lots to be part of the Mountain View Subdivision. Any newly created lots will be subject to all the same covenants and restrictions and will be required to join the Homeowners Association and pay the same dues for maintenance of the roads and trail systems.
- 2. Seller shall form a Homeowners' Association (HOA) to be called "Mountain View Homeowners' Association" as a nonprofit organization under the laws of the State of Maine and the owner of each lot shall be required to be a member of said HOA.
- 3. The meeting of the lot owners for the HOA shall occur as soon as practicable after 90% of the lots are sold. At the first meeting, a majority of the lot owners attending (1 undivided vote per lot) shall elect three of the owners to be the Board of Directors, who will determine what maintenance, or repairs are necessary, collect the \$1,000 annual association dues from each lot owner, and establish the date and manner of calling future meetings. The Board shall arrange for and supervise all required maintenance and repair. At least 30 days prior to each subsequent annual meeting, the Board shall inspect the improvements, report on their condition, and recommend the annual budget and expenditures for the ensuing calendar year. The Board shall mail the condition report and the proposed annual budget to the last known mailing addresses or email addresses of all 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.

4. Lot assessments shall be apportioned on a per lot basis. Any fees or assessments not paid within thirty (30) days of when due, shall be subject to an annual interest rate of ten percent (10%), or such other rate that the Board of Directors of the HOA shall establish at the annual meeting of the HOA.
5. Any lot owner may authorize a representative to vote at the meeting on the owner's behalf by providing a notarized proxy to the Board or Resident Agent of the HOA. The Board shall conduct all meetings and maintain custody of all minutes of meetings, ownership rolls and other records. The Board/Treasurer shall collect all assessments from the lot owners, hold all collected funds, and make disbursements consistent with the annual budget. The Treasurer shall keep financial records and shall provide a financial report to the lot owners at each annual meeting. The Board shall also have the authority to collect overdue assessments, including placing a lien against the property for annual fees which are not paid within 60 days. 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.
6. Until such time as the HOA is in existence, Seller shall collect the \$1,000 annual fee from Buyer, shall have the powers of the HOA and shall be entitled to collect its attorney's fees and costs for collecting any unpaid fees from Buyer.
7. This Agreement shall run with Lot \_\_\_\_\_, and shall be binding on Seller and Buyer, their heirs, successors in interest and assigns.

Dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

By: \_\_\_\_\_  
MAINE WOODLAND PROPERTIES (Seller)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

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COUNTY OF \_\_\_\_\_ §

The above-named \_\_\_\_\_, personally appeared before me, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said MAINE WOODLAND PROPERTIES.

\_\_\_\_\_  
Notary Public/Attorney at Law

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: (Buyer)

\_\_\_\_\_  
Printed Name: (Buyer)

STATE OF \_\_\_\_\_ §

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COUNTY OF \_\_\_\_\_ §

The above-named \_\_\_\_\_, personally appeared before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and acknowledged the foregoing instrument to be his/her/their free act and deed.

\_\_\_\_\_  
Notary Public/Attorney at Law

Printed Name: \_\_\_\_\_