DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

WIRE ROAD SUBDIVISION
Highpine Properties, LLC

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
WIRE ROAD SUBDIVISION

Notice to title examiners: This Declaration provides for automatic liens on lots for nonpayment of certain assessments and fines. See Section 12.7 of this Declaration.

Article I. Governing Documents

1.1. Scope and Applicability.

Highpine Properties, LLC, a Maine limited liability company, the Declarant and owner of the property known as the Wire Road Subdivision, described in Exhibit A, submits that property to these Covenants, Conditions and Restrictions. The property is shown on the Plats and Plans approved by the Wells Planning Board, dated August 22, 2016, and recorded in the York County Registry of Deeds at Plan Book 384, pages 42-45, as amended by Plans recorded in the York County Registry of Deeds at Plan Book 386, page 25 and 26, 28-31 and to any amendments thereto.

This Declaration shall encumber the title to the Property, shall govern the development and use of the property, and shall be binding upon the Declarant and the future owners of any portion of the property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter occupies or holds any legal, equitable, or beneficial interest in any portion of the property.

1.2. Conflicts and Ambiguities.

If there are conflicts between this Association’s Articles of Incorporation, the Declaration, the Bylaws of the Wire Road Association (the “Association”) or any Rules (the “Governing Documents”) Maine law or local ordinance shall control, to the extent it is mandatory. If there are conflicts between or among any of the articles, then the Articles of Incorporation of the Association, the Declaration, the Bylaws and the Rules (in that order) shall control.

If any court determines that any provision of this Declaration, the Bylaws or the Rules is invalid, or invalid as applied in a particular instance, the determination shall not affect the validity of other provisions or applications of the provision in other instances.

The Association’s board of directors (“Board of Directors” or “Board”) may, by resolution, resolve any ambiguities in the Governing Documents, and the Board's reasonable interpretation of an ambiguous provision shall be determinative.

1.3. Definitions.

Capitalized terms used in this Declaration have the meaning described in the paragraph where they first appear. All other terms have their usual, commonly accepted definitions.

For convenience, some terms are defined here:
"Association" means the Wire Road Association, a Maine Nonprofit Corporation.

"Common Area" means all the real estate shown on the Plan which is not within Lot boundaries, as shown on the Plan. It includes Open Space and other areas.

"Declarant Control Period" is the period of time that the Declarant is entitled to appoint the members of the Association’s board of directors. It begins on the date the Declaration is recorded and terminates upon the first of the following to occur:

a. when the Declarant has conveyed 75% of the total of lots approved for the Property by the Wells Planning Board to consumers;

b. the maximum period permitted by Maine law; or

c. when, in its discretion, the Declarant voluntarily and expressly surrenders the right in a recorded instrument.

"Development and Sale Period" is the period of time during which the Declarant owns real property in the community primarily for development or sale.

"Governing Documents" means the various documents, with plans, described in Section 1.3.

"Lot". "Lot" refers to a parcel of land where a single dwelling unit may be placed, according to an approved subdivision plan recorded in the York County Registry of Deeds.

"Plan" refers to the set of subdivision plans for development of the Property approved by the Wells Planning Board and shown on plans recorded at Plan Book 384, pages 42-45 and Plan Book 386, pages 25 and 26 in the York County Registry of Deeds, as the Plans may be amended from time to time.

"Open Space" area refers to a portion of the Common Area which is set aside, dedicated, or reserved for public or private use or enjoyment, protection of natural or historic features, protection of abutting property owners, or to provide areas suitable for active or passive recreation, as approved by the Wells Planning Board in accordance with applicable land use codes.

"Owner" refers to the owners of subdivision lots shown on the Plan. All Owners are also Members of the Association.

Article 2. Reserved.

Article 3. Reserved.


4.1. Membership Classes.

The Association initially has two classes of membership, “A” Class, the Owner membership, which is comprised of all Owners, including Builders and the Declarant, if it is an Owner, and "B" Class, which consists solely of the Declarant. All persons holding a membership in the Association are referred to in this Declaration as "Members."

a. Owner Membership. Every Owner is automatically a Member of the Association. However, there shall be only one membership per Lot. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates, except that only the individuals residing in the Lot may use any Common Area recreational facilities available for use by Owners.

b. Declarant Membership. The Declarant holds the sole Declarant membership, designated as Class “B.” The Declarant membership shall terminate upon expiration of the Declarant Control
Period, or on such earlier date as the Declarant determines and declares in a recorded instrument.

4.2. Voting.

Each Lot is assigned one equal vote. No vote shall be exercised for any property exempt from assessment under Section 12.8.

If there is more than one Owner of a Lot, its vote shall be exercised as the co-owners holding a majority of the ownership interest determine among themselves. Any co-Owner may cast the vote for the Lot or consent to any action requiring approval of the Owners on behalf of all co-Owners, and majority agreement shall be conclusively presumed unless another co-owner protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Lot’s vote shall be suspended if two or more co-Owners seek to exercise it independently. No more than one vote shall be cast for any Lot.

Article 5. Architecture, Landscaping and Aesthetic Standards.

5.1. General.

All site work, landscaping, structures, improvements, and other items placed on a Lot or other area by anyone other than the Declarant in a manner or location visible from the road or affecting other Lots or the Common Areas are subject to standards for design, landscaping, and aesthetics adopted pursuant to this Article ("Design Guidelines") and the approval procedures set forth in this Article, except as this Article or the Design Guidelines may otherwise specify.

Approval under this Article is not a substitute for any approvals or reviews required by the Town of Wells or any governmental agency or entity having jurisdiction over architectural or construction matters.

This Article shall not apply to the Declarant’s design and construction activities, except that the Declarant shall comply with the Design Guidelines.

5.2. Design Review Authority.

The Declarant or its designated agent shall have exclusive authority to review and act upon all applications for review of proposed Improvements until the later of (i) the expiration of the Development and Sale Period, or (ii) such time as all Lots planned for the property have been improved with dwellings that are substantially complete and occupied or ready for occupancy or (iii) such time as the Declarant relinquishes the authority in writing.

Upon the Declarant’s delegation of authority, or upon expiration or termination of the Declarant’s rights under this Article, the Board shall appoint a Design Review Committee ("Design Review Committee" or "DRC") to assume jurisdiction over matters within the scope of the delegated authority or this Article, respectively. The DRC shall consist of at least three, but not more than seven, persons, who shall serve and may be removed and replaced in the Board’s discretion.

5.3. Guidelines and Procedures.

The Declarant may prepare the initial Design Guidelines. The Design Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer’s decisions, and
compliance with the Design Guidelines does not guarantee approval.

The Declarant shall have sole and full authority to amend the Design Guidelines for so long as it has review authority under Section 5.2.

Amendments to the Design Guidelines shall apply prospectively only.

Declarant may adopt such procedures for review as it deems prudent and amend them from time to time.

Once construction is commenced, it shall be diligently pursued to completion. All work, including landscaping, shall be completed within 12 months of commencement unless otherwise specified in the notice of approval or unless the Reviewer, in its discretion, grants an extension in writing.

5.4. Variances.

Variances from the Design Guidelines are allowed when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations justify it. A variance requires the Declarant’s written consent during the Development and Sale Period and, thereafter, requires the Board’s written consent.


6.1. Maintenance by Owners.

Unless otherwise provided in the Governing Documents, each Owner is responsible for maintenance, repair and replacement of his or her own dwelling and other structure and of the land constituting the Lot.

6.2. Maintenance by the Association

The Wire Road Association shall be established by the Declarant as a Maine non-profit corporation, and shall be the governing body for the Wire Road subdivision. Its responsibilities shall include:

a. Maintenance of the Open Space and other portions of the Property, except the Lots.
b. Maintenance and repair of the private roads within the subdivision
c. Provision for the clearing of snow and ice from the private roads within the subdivision.
d. Maintenance, repair and replacement of stormwater management systems as required by government authorities.

6.3. Limitations Related to Septic System.

Because of limitations of capacity of septic systems:

a. No bedrooms shall be added beyond those initially approved.
b. Bedroom capacity shall be limited to two persons per bedroom.
c. All septic tanks must be pumped every two years, and proof of same shall be provided to the Association on request.

Article 7. Use, Conduct and Transfer of Interests in Lots.

7.1. Rulemaking Authority and Procedures.

a. The initial Rules are attached as Exhibit "C." So long as the Declarant has the right
unilaterally to amend this Declaration, the Declarant may unilaterally amend the Rules.

b. Board Authority. Subject to the notice and veto provisions and the Board’s duty to exercise judgment and reasonableness on behalf of the Association and its Members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting. However, during the Development and Sale Period, any such action shall also be subject to the Declarant’s approval.

7.2. Residential and Related Uses Only.

Lots may be used only for residential and related purposes, except as the Declarant may otherwise authorize with respect to construction, marketing and sale activities of the Declarant and Builders it designates. A business activity shall be considered "related" to a residential use only if conducted by a person or persons residing in the Lot and only if the business activity:

a. is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

b. complies with applicable zoning requirements;

c. does not involve regular visitation of the Lot by employees who do not reside there, clients, customers, suppliers, or other business invitees.

Only one garage building may be erected on each lot, containing spaces for not more than three vehicles.

7.3. Leasing.

Any dwelling that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased.

The Association or the Board may adopt Rules governing leasing and subleasing, including a requirement for a minimum lease period.

7.4. Transfer of Title; Governing Documents to New Owner.

Any Owner other than the Declarant desiring to sell or otherwise transfer title to his or her Lot shall provide, within a reasonable time prior to sale, to the Board, notice of the name and address of the purchaser or transferee, the date of the transfer of title, and such other information as the Board may reasonably require.

7.5. Subdivision; Boundary Changes.

No Person shall subdivide or change the boundary lines of any Lot or combine them without the approval of the Wells Planning Board. During the Development and Sale Period, any such proposed change shall also require the written approval of the Declarant. After the Development and Sale Period, written approval shall also be obtained from the Board. Any change in the subdivision shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Lot(s).

Article 8. Compliance and Enforcement.


Every Owner, occupant, and visitor to a Lot must comply with the Governing Documents and shall be subject to sanctions for violations as described in this Article. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the
occupants, lessees or visitors to their Lot and for any damage to the Common Area that the occupants or visitors cause.

8.2. Violations; Opportunity to be Heard; Liens.

The Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents. Before doing so, they shall provide notice and an opportunity to be heard to the alleged violators. After having given notice and an opportunity to be heard, the Board may:

a. impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot.
b. suspend an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any Base or Special Assessment, other charges, service fees or consumption fees);
c. suspend any Person's right to use the Common Area facilities;
d. suspend services the Association provides (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association);
e. exercise self-help or take action to abate any violation of the Governing Documents in an emergency or non-emergency situation (including removing personal property that violates the Governing Documents);
f. enter the Lot and exercise self-help to remove or cure a violating condition if an Owner fails to take action above within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or
g. bring suit at law for monetary damages or in equity to stop or prevent any violation, or both;
h. bring an action for possession or foreclosure, if an Owner is delinquent in paying any assessment or other charges due to the Association under this Declaration, as provided for in Maine law.

8.4. Discretion in Enforcement; Board Decision to Pursue Enforcement Action.

The Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

a. the association’s legal position does not justify taking any or further enforcement action;
b. the covenant, restriction, or Rule being enforced is, or is likely to be construed as, inconsistent with law;
c. although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the association’s resources; or
c. it is not in the association’s best interests to pursue an enforcement action.

The Board's decision not to pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.

8.5. Attorney’s Fees and Costs.

In any action to enforce the Governing Documents, if the Associationprevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs reasonably incurred in such action.

The Association, by contract or other agreement, may enforce applicable town ordinances and conditions of approval for the Wire Road Subdivision property. Violation of governmental requirements and conditions is also a violation of these Covenants and subject an owner to the same penalties by the Association.

Article 9. Property Management.

9.1. Acceptance and Control of Association Property.

Transfers and Conveyances by the Declarant. The Declarant may transfer all Property, including the access road, but excluding the Lots, to the Association or to the Town of Wells, or partially to one and partially to the other, subject to easement rights in favor of the Declarant for access to Declarant’s other land and for utilities, and for public access, and any other reserved rights of the Declarant. Upon the Declarant’s written request, the Association shall reconvey to the Declarant or Builder, any unimproved real property that the Declarant originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the Plan.


The Association or the Town of Wells, upon transfer of title to the Common Area to it, is responsible for the Common Area, subject to any covenants set forth in the deed or other instrument transferring the property. They may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as deemed appropriate.


The deeded owner of the Common Areas shall maintain the Common Areas, specifically including:

a. Road maintenance, repair and snow plowing;

b. Maintenance and repair of the stormwater system, including ponds, swales, culverts, and inspections, based on standards and requirements of the Maine Department of Environmental Protection.

c. Sewer system operation, maintenance and repair, leach field maintenance and repair, and required inspections, but excluding pumping of individual septic tanks, which is the responsibility of each Owner;

d. Open Space management, including buffers, fencing trails;

e. Fire pond maintenance and repair, including the hydrant on Camerons Lane (but not on Wire Road)

f. Landscaping and signage within public rights-of-way, if any, within Wire Road Subdivision, landscaping within public rights-of-way adjacent to Wire Road Subdivision, to the extent that the Board determines it necessary or desirable to do so, and landscaping and signage features at the entrances to the subdivision;

g. Those other areas where maintenance responsibilities are required by governmental bodies, whether they otherwise are within the “Common Area” or “Open Space;”

h. Such portions of any additional property as may be dictated by this Declaration, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding
on, the Association

This Section 9.3 may not be amended to reduce or eliminate any Association's obligation to maintain, repair or replace as required by governmental requirements, including the Wells Planning Board or the Maine Department of Environmental Protection, without the written approval of the agency.

9.4. Discontinuation of Operation.

To the extent that the Association has title to the Common Areas, it shall maintain it, unless the Declarant, during the Development and Sale Period, and Members entitled to cast 75% of the total votes in the Association, and the Wells Planning Board and Maine Department of Environmental Protection, if applicable, consent in writing to discontinue the operation. This Section shall not apply to restrict the Board's ability to restrict temporary closures or interruptions in operation as the Board may determine appropriate to perform maintenance or repairs.

Article 10. Services.

10.1. Services Provided to Owners by the Association.

The Association may arrange for or provide services to Owners and their Lots, directly or through contracts with the Declarant or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Lots, or it may offer various services at the option of each Owner, or both. It may charge owners individually for each such service, provide them as a common expense or charge individual owners for some and provide others as a common expense, in its discretion. By way of example and not limitation, such services might include things as cable television, community technology, utilities, security, trash collection, and landscape maintenance. The Association may also require mailboxes to be congregated in one or more central areas in compliance with municipal approvals and set standards for their design, installation and maintenance.

Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. The contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Lot, may result in termination of services provided to the Lot. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for the service that are assessed against the Lot as a Common Expense pursuant to Article 12.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide the services.

10.2. Water Supply.

Water supply for each lot will be supplied by private wells. No well shall be installed without the prior written consent of the Declarant or its designee.

10.3. Community Sewer.

The Declarant will construct and the Association will maintain, repair and replace community sewer systems according to the Plan, the conditions of approval by the Wells Planning Board and
other State agencies having jurisdiction.

Article 11. Association Insurance.

11.1. Required Coverages.

The Association may obtain property insurance covering improvements to the Common Area, with deductibles as the Association deems prudent. It shall obtain commercial general liability insurance, insuring the Association and its Members for property damage or personal injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the coverage shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage.

The Association shall also obtain and maintain Directors and officer’s liability coverage with a limit of at least $1,000,000.00, to the extent reasonably available.

The Association may obtain other insurance coverage as it deems necessary or desirable. Premiums for all Association insurance shall be a Common Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate.


12.1. Association Expenses.

Association assessments consist of the following:

a. Base assessments, consisting of common charges assessed against each Lot in accordance with Exhibit B, contained in an annual or supplemental budget.

b. Special Assessments, to pay for common charges unanticipated in the annual budget, assessed against each Lot in accordance with Exhibit B;

c. Other Charges, Service Fees, Use and Consumption Fees, assessed for the purposes set out in Section 12.5.

Generally, all expenses incurred by the Association in connection with the ownership, maintenance, improvement, and operation of the Common Area and the other responsibilities set out in this Declaration, and otherwise for the general benefit of the Owners, are considered "Common Expenses." Common Expenses include such operating reserves and reserves for repair and replacement of any capital items for which the Association has responsibility, as the Board finds necessary or appropriate in accordance with this Declaration.

Expenses associated with the provision of common sewer from community septic systems on the Property, shall be assessed against all Lots, from and after the time the lot is sold, whether or not connected to the community septic system.

Common Expenses shall not include any expenses incurred during the Declarant Control Period for initial development or original construction costs unless Owners entitled to cast a majority of the total votes in the Association approve the expenditure.

The requirement in this Section 12.1 that the Common Expenses allocated to all Lots include the costs to maintain, repair, and replace the Common Area shall not be amended without the consent of the Town of Wells or the Maine Department of Environmental Protection.

12.2. Obligation to pay Assessments.
The obligation to pay assessments shall commence as to each Lot on the first day of the month following the date on which the Lot is made subject to this Declaration or the effective date of the Association's first budget, whichever is later. The Base Assessment levied on each Lot for the year in which the Lot is made subject to this Declaration shall be prorated according to the number of months remaining in the fiscal year at the time the Lot becomes subject to the Declaration.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Base Assessment is an annual assessment due and payable in periodic payments, as determined by the Board. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may revoke the Owner's privilege of paying in installments and require the outstanding balance on all assessments to be paid in full immediately.

All assessments, together with interest (computed from its due date at a rate of 18% per annum or such higher rate as the Board may establish, subject to the limitations of Maine law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments at the rate of assessment established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Owner may exempt themself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or non-use of services provided to the Lots. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

12.2-A. Annual Budget Development and Adoption.

Preparation of Budget. Each year the Board shall prepare and adopt a budget of the estimated Common Expenses for the coming year. The estimated expenses shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense. Within 30 days after adoption by the Board of any budget, the Board shall send a summary of the budget, together with notice of the amount of the Base Assessment to be levied pursuant to the budget to each Lot Owner.

If the Board fails to adopt an annual budget, then the budget most recently in effect shall continue in effect until a new budget is adopted.

Budget Revisions. The Board may revise the budget and adjust the Base Assessment any time during the year.

Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for all Association expenses and any budgeted allocation to reserves may be used to supplement reserves or reduce future assessments, as the Board deems appropriate.

12.3 Base Assessments.
Calculation of Base Assessments. The total budgeted Common Expenses, less any surplus in the Common Expense budget from prior years and any income anticipated from sources other than assessments against the Lots, shall be allocated among all Lots subject to assessment and levied as a "Base Assessment." Base Assessments shall be levied at a uniform rate per Lot subject to assessment under Section 12.5, except that Lots which the Declarant owns shall not be assessed any portion of the Base Assessment levied to fund contributions to reserve funds, and shall not be assessed at all during any period that the Declarant has elected to fund deficits pursuant to Section 12.6.

The Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by the Declarant under Section 12.6. Any such subsidy may be treated as a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of the subsidy in any year shall not obligate the Declarant to continue payment of the subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

12.4. Special Assessments.

The Association may levy "Special Assessments" to cover Common Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Special assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

During the Development and Sale Period, any special assessment shall also be subject to the Declarant's written consent.

12.5. Other Charges.

The term "Other Charge," or "Charge" refers generally to service, use, consumption and other charges which are not levied generally against all Lots.

The Association may levy Other Charges against a particular Lot as follows:

a. to cover the costs, including overhead and administrative costs, of providing services to the Lot upon request of the Owner pursuant to any optional services which the Association may offer (which might include the items identified in Section 10.1). Other Charges for optional services may be levied in advance of the provision of the requested service;

b. to cover the costs, including overhead and administrative costs, of providing other services to the Lot owner, as requested by the Owner;

c. to cover costs which, in the opinion of the Board, and after notice and an opportunity to be heard, uniquely and significantly benefit one or more Lots;

d. to cover costs incurred in bringing the Lot into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Owner prior written notice and an opportunity for a hearing in accordance with the Bylaws before levying any Other Charges under this subsection;

e. to cover any other amounts that the Governing Documents authorize the Association to charge to a particular Owner or levy against any particular Lot;

f. to provide sewer services from community sewer facilities, based on usage as the board
may determine by a schedule of fees. These charges may be subcategorized into charges for capital expenditures, maintenance, consumption or other categories, and separately assessed under different formulas against Owners.

g. other use, consumption, or activity fees to any Person using Association services or facilities. The Board may determine the amount and method of determining the fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).


The Declarant shall be liable for assessments on any Lots it owns that are subject to assessment under this section, except that during the Development and Sale Period, the Declarant may satisfy its obligation to pay Base Assessments, and Special Assessments for Common Expenses on Lots it owns either (i) by paying the assessments (exclusive of any portion levied to fund contributions to reserve funds) in the same manner as any other Owner, or (ii) by paying any shortfall in actual expenses (excluding contributions to reserve funds) under the Common Expense budget resulting from events other than failure of other Owners to pay their assessments, the amount of any such shortfall determined after allocating to reserves that portion of the assessments actually collected from other Owners for purposes of funding reserve accounts.

Regardless of the Declarant's election under this section, any of the Declarant's financial obligations to the Association may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

12.7. Lien for Assessments.

The Association has a lien against each Lot to secure payment of assessments, as well as interest, late charges (subject to the limitations of Maine law), and costs of collection (including attorney's fees and expenses, whether or not resulting in court action). The lien shall be superior to all other liens, except (i) liens and encumbrances recorded prior to this Declaration and which the Association has assumed or taken subject to; (ii) the liens of all real estate taxes and other governmental assessments or charges, and (iii) the lien or charge of any first mortgage made in good faith and for value having first priority over any other Mortgages on the Lot and recorded prior to the assessment becoming delinquent.

The Association may also record a notice of lien in the York County Registry of Deeds, but recording is not necessary for the lien to be valid.

The Association may foreclose its lien in the same manner as a mortgage. The Association may sue for unpaid assessments and other authorized charges without foreclosing or waiving its lien, in addition to pursuing all remedies allowed by law to enforce the lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments.

12.8. Exempt Property.

The following property shall be exempt from payment of Base Assessments and Special Assessments:

a. All Common Area and such portions of the property owned by the Declarant; and

b. Any property dedicated to and accepted by any governmental authority or public utility.

The first Owner of each Lot other than the Declarant, or a Builder designated by the Declarant, shall pay to the Association, immediately upon taking title to the Lot a Wire Road Subdivision community origination fee in the amount of $600, for use in funding initial start-up expenses, operating expenses, and other expenses the Association incurs pursuant to this Declaration and the Bylaws, or for helping to fund reserves, in the Board’s discretion. Of this sum, $100 shall be contributed to a reserve fund for repairs and replacements.

These amounts shall be one-time payments in addition to, not in lieu of, the annual Base Assessment levied on the Lot and shall not be considered an advance payment of the assessments.

12.10. Resale Certificates.

Within 10 days after receipt of a written request from any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, The Association shall deliver a Resale Certificate, containing substantially the same information required of Resale Certificates issued under Section 1604-108 of the Maine Condominium Act. In particular, the Resale Certificate shall list all unpaid assessments, bills and other obligations due from the Owner to the Association. A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the association. The Association may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon the Association as to Persons who rely thereon in good faith.

Article 13. Easements; Restrictions.


The Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

a. the Governing Documents and any other applicable covenants;

b. any restrictions or limitations contained in any deed conveying the property to the Association;

c. the Board’s right to:
   (i) adopt Rules regulating Common Area use and enjoyment;
   (ii) dedicate or transfer all or any part of the Common Area, subject to the approval requirements as may be set forth in this Declaration;

d. the requirement of the Wells Planning Board that use of portions of the Common Area designated as Open Space be limited to passive recreation.

Any Owner may extend his or her right of use and enjoyment to the members of their family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases their Lot shall be deemed to have assigned all such rights to the lessee of the Lot for the period of the lease and may not go onto the property, except as the lease specifically allows.

13.2. Reserved.

13.3. Easements for Utilities, Etc.

a. Installation and Maintenance. The Declarant reserves for itself, its successors, assigns, and designees, perpetual exclusive easements throughout Wire Road Subdivision (but not through a structure) for the purpose of:
(i) installing utilities and infrastructure, security and similar systems, and drainage systems to serve Wire Road Subdivision;

(ii) installing walkways, pathways and trails, streetlights, and signage on property the Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose on a recorded plat;

(iii) inspecting, maintaining, repairing, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access to read, maintain, and repair utility meters.

b. Specific Easements. The Declarant also reserves the non-exclusive right and power to grant and record specific easements, consistent with Section 13.3(a), as it deems necessary or appropriate to develop the property described in Exhibit "A". The location of the specific easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

13.4. Easements to Serve Additional Property.

The Declarant reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the road easements shown on Plans of the Property for the purposes of enjoyment, use, access, and development of adjacent or nearby property. This easement includes, but is not limited to, a right of ingress and egress, for construction of roads and for connecting and installing utilities on the property. The person exercising the easement rights shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of the property.

If the above easement grants permanent access to any property which is not submitted to this Declaration, the Declarant, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

13.5. Easements for Maintenance, Emergency, and Enforcement.

The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.


The Declarant reserves for itself, the Association, and their successors, assigns, and designees, a perpetual, nonexclusive right and easement of access over the Common Area and Lots (but not the dwellings thereon) to the wet pond in order to perform maintenance and repair; remove dead or diseased trees, shrubs, and plants; and control any condition or remove any thing that constitutes a potential health or safety hazard. All persons entitled to exercise this easement shall use reasonable care in and repair any damage resulting from the intentional exercise of the easement. Nothing herein shall be construed to make the Declarant, the Association, or any other Person liable for damage resulting from flooding due to weather events or other natural occurrences.
13.6.1. Forested, No Disturbance Storm Buffer.

The area designated for forested, stormwater buffer on the Plans is restricted by a separate deed restriction.

13.7. Temporary Right and Easement for Service to Lots.

The Declarant reserves for itself, its agents, successors, and assigns, and any Builder whom the Declarant may designate, a temporary easement for access over and upon the front, side and rear yards of each Lot as the Declarant or Builder may determine necessary or convenient in the course of construction, landscaping, repair, and service to adjacent Lots.

The temporary right and easement under this Section shall terminate, as to each Lot, 60 days after expiration of the last to expire warranty period for the adjacent Lots, as established by any Builder's limited warranty provided to the original purchaser.


The Town of Wells is granted an easement for access to any dry hydrants built or to be built on the Premises.

13.9. Permanent Dedication of Open Space.

The Open Space portion of the Property is hereby permanently dedicated as Open Space, as that term is defined in the Wells Land Use Ordinance, whether owned by the Association or the Town of Wells. It shall be preserved in its natural condition except where approved to be altered, as shown on the Plans. Unless otherwise indicated on the Plans, use of the Open Space is limited to passive recreation.

Any change in the use of the Open Space requires approval of the Wells Planning Board.

13.10. Town Access over Roads and the Open Space.

The Town of Wells and its various departments shall have a permanent right of access over the private roads and Open Space to respond to emergencies and to perform other necessary functions of government.

Article 13-A. Compliance with Governmental Approvals.


Density bonus provisions of the Wells Land Use Code allow the Property to have more lots than would otherwise be allowed. Accordingly, at least 50% of the total area of the property must remain Open Space, in perpetuity.

Accordingly, no construction, development or other activity which would reduce the total Open Space area to less than 50% shall be permitted.

Because the Wells Planning Board allowed density of dwelling units on the Property to be increased in reliance on these provisions, no amendment to Section 13-A.2 is valid without the written approval of the Wells Planning Board.
13-A. 2. Other Governmental Approvals and Permits.

The Property is subject to approvals and permits granted by the Army Corps of Engineers, and the Maine Department of Environmental Protection, recorded in the York County Registry of Deeds at Book 17298, page 624, Book 17364, page 192, Book 17386, page 354 and Book 17412, page 406, as applicable and as they may be modified from time to time. Each Owner and the Association must comply with them. The permits and approvals contain specific provisions and conditions. The Association has the affirmative duty of complying with them and to enforce compliance by others. These duties include, but are not limited to:

a. maintenance and inspection of the Stormwater Management System, and periodic reports as required by the Inspection and Maintenance Plan (Exhibit D).

b. compliance with requirements and conditions of approval contained in Maine Department of Environmental Protection approvals or permits under the Maine Site Location of Development Act and the Natural Resources Protection Act.

c. compliance with any approvals or permits by the Army Corps of Engineers applicable to the Property.

This Section 13-A.2 may not be amended without approval from the Maine Department of Environmental Protection or the Army Corps of Engineers, as the case may be.


No Owner or Director shall use Association funds to support, any protest, challenge, or other form of objection to changes in uses or density of property within Wire Road Subdivision, or changes in the Plan as it relates to property outside Wire Road Subdivision, without the Declarant’s prior written consent.

Article 15. Rights of Lenders.

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in Wire Road Subdivision.

15.1. Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (the request to state the name and address of the holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, becomes an "Eligible Holder"), will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of Wire Road Subdivision or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by the Eligible Holder; and

b. Any delinquency in the payment of assessments or charges owed by a Lot Owner subject to the Mortgage of the Eligible Holder, where the delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to the Lot or the Owner or occupant which is not cured within 60 days; or

c. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.
15.2. No Priority.

No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to the Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

15.3. Notice to Association.

Upon request, each Owner shall furnish to the Association the name and address of the holder of any Mortgage encumbering the Owner’s Lot.

15.4. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved the action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association’s request, provided the request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Article 16. Reserved.

The Declarant may or may not reserve the right to add adjacent property it owns to the provisions of this Declaration and will supply additional provisions in this Section, if that is the case.

Article 17. Additional Rights Reserved to the Declarant.


Subject to requirements of governmental approvals and permits, including the Wells Planning Board, the Declarant reserves the right, during the Development and Sale Period, to:

a. create Lots, Common Areas, and to designate roadways, within any portion of the Community which it owns;

b. subdivide or combine any Lots which it owns in order to create larger or additional Lots, or Common Areas;

c. convert any Lot which it owns into Common Area or roadways;

d. adjust the boundaries of any Lots that it owns and any Common Area (with the approval of the Wells Planning Board); and

e. amend this Declaration or any Supplement to withdraw property from the community and the coverage of this Declaration, provided that the property has not been improved with a dwelling. Any such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to the withdrawal.

17.2. Marketing and Sales Activities.

During the Development and Sale Period, the Declarant and its designees or assigns may construct, use, and maintain the facilities and conduct such activities upon portions of the Common Area and other property they own as, in the Declarant’s opinion, may reasonably be required, convenient, or incidental to the construction or sale of Lots. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure),
model homes, sales offices, parking facilities, exterior lighting features or displays, and special events. Declarant and authorized Builders whom the Declarant may designate shall have easements for access to and use of the facilities at no charge.

17.3. Reserved.

17.4. Right to Approve Changes in Community Standards.

During the Development and Sale Period, no amendment to or modification of any Rules or Design Guidelines shall be effective without prior notice to and the written approval of the Declarant.

17.5. Additional Covenants and Restrictions.

During the Development and Sale Period, no one other than the Declarant may record any additional covenants or restrictions affecting any portion of the Community without the Declarant's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

17.6. Reserved.

17.7. Community Systems.

The Declarant reserves for itself, and its respective successors and assigns, a perpetual right and easement over all of the property in Wire Road Subdivision to install and operate such community systems (except community sewer systems) as the Declarant, in its discretion, deems appropriate to serve any portion of the community. The right shall include, without limitation, the Declarant's right to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems services in the area. The Declarant also has the right to charge or authorize any provider to charge individual users a reasonable fee, not to exceed the maximum allowable charge for the service, as defined from time to time by the laws, rules, and regulations of any government authority having jurisdiction.

Notwithstanding the above, there is no guarantee or representation that any particular community system will be made available.

17.8. Easement to Inspect and Right to Correct.

The Declarant reserves for itself, Builders, and others it may designate, the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the property within Wire Road Subdivision, and to perform any work that may be required by any governmental agency or body, and a perpetual nonexclusive easement of access throughout Wire Road Subdivision to the extent reasonably necessary to exercise such right. Except in an emergency, entry shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at the person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve an Owner of the responsibility for the maintenance and repair of his or her Lot or dwelling unit.

The Declarant, or someone it designates, may enter any Owner's property to inspect and correct problems with the Lot or dwelling unit. The Declarant must give the Owner prior notice, unless it is an emergency.
17.9. Right to Transfer or Assign the Declarant's Rights.

The Declarant may transfer any or all of the Declarant's special rights and obligations set forth in this Declaration or the Bylaws in whole or in part, temporarily or permanently, to other persons.

17.10. Termination of Rights.

Except as otherwise specified above, the rights reserved to the Declarant in this Article shall terminate on the earlier of (a) termination of the Development and Sale Period; or (b) the Declarant's recording of a written statement that all sales activity has ceased.

Article 18. Dispute Resolution and Limitation on Litigation.

18.1. Agreement to Encourage Resolution of Disputes Without Litigation.

The Declarant, the Association and its officers, directors, and committee members, all Owners and other Persons subject to this Declaration agree not to file suit in any court until it has first submitted the dispute to the alternative dispute resolution procedures set forth in Section 18.2 in a good faith effort to resolve the Claim. Excepted from this requirement is any suit by the Association to collect assessments or other amounts due from any Owner.

18.2. Dispute Resolution Procedures.

The disputing parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the dispute by good faith negotiation. If this proves unsuccessful after a reasonable time, the Board shall choose a mediator to mediate the claim. If mediation is unsuccessful, the parties are free to file a lawsuit.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall pay an equal share of the mediator's fees.


19.1. Transfer, Mortgaging or Dedication of Common Areas.

The Association may transfer or dedicate portions of the Common Area to the Town of Wells or any local, state or federal governmental or quasi-governmental entity, may subject Common Area to a security interest, or may transfer or convey Common Area, upon the written direction of Members entitled to cast at least 67% of the total votes in the Association, the written consent of the Wells Planning Board and any other governmental entities having jurisdiction and, during the Development and Sale Period, the written consent of the Declarant.

The proceeds of sale or mortgaging of Common Area shall be an asset of the Association to be used as the Board determines, unless otherwise directed by Members at the time the sale or mortgage is authorized pursuant to this Section.

No conveyance or encumbrance of Common Area may deprive any Lot of rights of access or support.

Article 20. Termination and Amendment of this Declaration.

20.1. Term and Termination.
This Declaration shall be effective for a minimum of 30 years from the date it is recorded. After 30 years, this Declaration shall be renewed and extended automatically for successive 20 year periods unless at least 67% of the then Owners sign a document stating that the Declaration is terminated, the document is recorded and the Wells Planning Board approved the termination within the year before any extension. In such case, this Declaration shall terminate on the date specified in the termination document.

If any provision of this Declaration would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

This Section shall not permit termination of any easement created in this Declaration without the consent of the holder of the easement.

20.2. Amendment.

In addition to the specific amendment rights granted elsewhere in this Declaration, during the Declarant Control Period, the Declarant may unilaterally amend this Declaration for any purpose.

The Board may, by at least a two-thirds vote of the directors, amend this Declaration to correct any error or omission required to conform this Declaration to the applicable provisions of Maine law, provided that the amendment does not materially or adversely affect the property rights of any Owner without the written consent of the affected Owner.

Except as otherwise specifically provided above or elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent of Members entitled to cast not less than 67% of the total votes in the Association. During the Development and Sale Period, the Declarant's written consent shall also be required.

Any amendment pursuant to this Section shall be prepared, executed, certified and recorded on behalf of the Association by any officer designated for such purpose or, in the absence of such designation, by the Association's President.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Declarant Member without the written consent of the Declarant or the Declarant Member, respectively (or the assignee of the right or privilege).

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of the amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment.

No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.
In witness of the foregoing, the Declarant has executed this Declaration this 9th day of January 2018.

Highpine Properties, LLC

By ____________________________

[Signature]

STATE OF Florida
County of Charlotte

This 9th day of January 2018, then personally appeared the above-named Howard J. Hall, of Highpine Properties, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, before me,

______________________________
Donna L. Fogo
Notary Public, Attorney at Law

(For Notaries), My commission expires 5/12/19.

______________________________
Donna L. Fogo
PRINT NAME

[Notary seal]
EXHIBIT A. LAND SUBMITTED TO THIS DECLARATION.

A certain tract or parcel of land located on the southwesterly side of Wire Road in Wells, York County, Maine, more particularly bounded and described as follows:

Beginning on the southwesterly sideline of Wire Road at a 1 3/4" iron pin at the northwesterly corner of land now or formerly of John L. Welch and Peggy L. Gagne;

Thence running S 53°10’40" W by land of said Welch and Gagne and land now or formerly of Flintlock Village, Inc, a distance of 1,400.97 feet to a stone field bound and land now or formerly of Josephine Matthews;

Thence running S 52°58’56" W by land of said Matthews a distance of 841.42 feet to a stone bound and land of Highpine Properties, LLC;

Thence running N 34°48’24" W by land of Highpine Properties, through a ¼” by 1 ¾” iron bar, a distance of 868.24 feet to a field stone bound;

Thence running N 39°55’25" W by land of Highpine Properties, through two ¼” by 1 ¾” iron bars, a distance of 937.91 feet to a stone bound at land of Highpine Properties;

Thence running N 51°24’ 26" E by land of Highpine Properties a distance of 580.45 feet to a field stone bound;

Thence running N 45°46’52" W by land of Highpine Properties a distance of 597.99 feet to a ¾” iron rod at land of Tina Cole;

Thence running N 52°36’36" E by land of said Cole, through two 5/8” iron rods with Wayne Desper ID caps, a distance of 1069.64 feet to a 5/8” iron rod with Civil Consultants ID;

Thence running S 46°22’26" E by land now or formerly of Daniel Fraser and Pamela Fraser, a distance of 300.13 feet to a 5/8” iron rod and land now or formerly of Warren P. Dewilt and Abigail L. Dewilt;

Thence running S 53°37’25” W by land of Dewilt a distance of 165.00 feet to an iron pin;

Thence running S 46°22’17” E by land of Dewilt a distance of 200.05 feet to an iron rod;

Thence running N 52°37’25” E by land of Dewilt a distance of 495.16 feet to an iron pin located at the southeasterly sideline of Wire Road;

Thence running S 46°16’23” E along the southerly sideline of Wire Road a distance of 60.73 feet to an iron pin and land now or formerly of Brian D. Loucks and Connie D. Loucks;

Thence running N 52°37’25” E by said Loucks a distance of 503.31 feet to a 5/8” iron rod with PRS ID cap;

Thence running S 46°16’23” E by land of said Loucks, a distance of 200.50 feet to a 5/8” iron rod
with PRS ID cap;

Thence running N 52°37' 25" E by land of Loucks, a distance of 505.31 feet to a 5/8" iron rod with PRS ID cap, set at the southerly sideline of Wire Road;

Thence running by the southerly sideline of Wire Road the following courses and distances to the point of beginning:

N 46° 21'44" W a distance of 679.14 feet;

N 45° 05'37" W, a distance of 628.94 feet;

N 43° 50'35" W, a distance of 383.58 feet.

Containing 100.26 acres, more or less. Being the same premises shown on a plan entitled "Cluster Subdivision Plan (AMD#1) for Highpine Properties, LLC, by Attar Engineering, recorded in the York County Registry of Deeds at Plan Book 386, page 25 and 26.
EXHIBIT B. LOT OWNERS LIABILITY FOR ASSESSMENTS.

The liability for Base Assessments and Special Assessments shall be equal for each Lot. The percentage liability of each Lot is determined by a formula, the numerator of which is one, and the denominator of which is the total number of Lots for which a Certificate of Occupancy has been issued by the Town of Wells.
EXHIBIT C. INITIAL RULES

The following initial Rules shall apply to all of Wire Road Subdivision until such time as they are modified pursuant to the Declaration.

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article 5, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Owner under one set of circumstances, the same thing may be disapproved for another Owner under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

1. General. The Lots within Wire Road Subdivision shall be used only for single family residential, recreational, and related purposes, which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Declarant or its designees to assist in the sale of property described in Exhibit "A," offices for the Association and any property manager retained by the Association, or such other uses as authorized in Article 17, consistent with this Declaration and any Supplement.

Restricted Activities. Unless expressly authorized by, and then subject to such conditions as may be imposed by the Board, the following activities are prohibited within Wire Road Subdivision, except to the extent undertaken by the Declarant in the course of development of property in Wire Road Subdivision:

(a) Parking of Commercial vehicles, except for commercial vehicles rated one ton carrying capacity or less, and all commercial equipment, including trailers, motor homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for the period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;

(a-1) No unregistered vehicles shall be kept on the property for more than 10 days.

(b) Raising, breeding, or keeping animals except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted. Dogs must be on a leash or under the verbal control of the owner. In the Open Space areas, dogs may roam free if they are under the verbal control of the owner, unless the Board determines that a particular dog makes objectionable noise, or endangers health or safety, or constitutes a nuisance or inconvenience to other owners. The Board may prohibit dogs which are deemed dangerous by the insurance company providing liability insurance for the Association. Pets shall be registered, licensed, and inoculated as required bylaw;

(c) Any activity that emits foul or obnoxious odors outside the dwelling unit or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of others;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends
to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other dwelling units;

(g) Outside burning of trash, leaves, debris, or other materials close enough to dwellings so as to become a nuisance, except during the normal course of constructing a dwelling or in the normal and intended use of barbecue grills and patio fireplaces.

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

(i) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers stored in the garage or inside the dwelling;

(j) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop the discharge;

(k) On-site storage of fuel, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article 5;

(l) Any activities which materially disturb or destroy the wetlands or air quality within Wire Road Subdivision;

(m) Regular use of any lot to host activities requiring the parking of a number of vehicles exceeding the number that can be accommodated in the host’s garage, driveway, and the right-of-way immediately in front of and adjacent to the home;

(n) Posting of any signs on Lots, Common Areas, or rights-of-way within or adjacent to the Community, except that the Declarant and the Association may post signs as they deem appropriate. An Owner may post one standard real estate sign not to exceed four feet in height, the total message area of which does not to exceed 12 square feet (all sides combined), advertising the Lot on which it is posted "for sale" or "for lease;" and

(o) Because of the limited capacity of water and sewer facilities, conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area or use in any manner that would preclude its use for parking of that number of vehicles for which it was designed and intended; and

(p) Any modification of anything, permanently or temporarily, on the outside portions of the dwelling, whether the portion is improved or unimproved, except in strict compliance with the provisions of Article 5 of the Declaration. This shall include, without limitation, signs, basketball hoops, and swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; hedges, walls, or fences of any kind; decks; and satellite dishes and antennas, except that:

2. Prohibited Conditions. The following shall be prohibited at Wire Road Subdivision:

(a) The introduction of plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Wire Road Subdivision is prohibited.

(b) Structures, equipment, or other items on the exterior portions of a structure which have become rusty, dilapidated, or otherwise fallen into disrepair must be promptly repaired.

(c) Storage sheds in areas visible from the road are prohibited without approval of the Board.

(d) Above ground pools are prohibited without approval from the Board.

(e) Dog runs or dog pens are prohibited without approval from the Board.
EXHIBIT D. STORMWATER SYSTEM MAINTENANCE PLAN

(See attached)
WIRE ROAD SUBDIVISION
WIRE ROAD
WELLS, MAINE

OPERATION AND MAINTENANCE PROGRAM
STORMWATER MANAGEMENT BMP’s

This project contains specific Best Management Practices (BMP’s) for the conveyance, storage, and treatment of stormwater and the prevention of erosion. These BMP’s consist of swales, underdrained soil filter ponds, catchbasins and culverts. All components should be inspected quarterly, and after every significant rain event of 1” in any 24-hour period. Additional inspection intervals are specified for certain BMP’s, specifically, underdrained soil filters.

The party responsible for implementing this Operation and Maintenance Program (O & M Program) shall be the property owner or homeowner’s association.

Swales
All swales should be inspected for accumulation of debris, which could adversely affect the function of this BMP. These areas should also be maintained to have gradual slopes, which prevent channeling of stormwater and erosion of the bottom and sides of the swales.

Catch Basins
All catch basin grates, sumps, and inlets/outlets should be inspected for accumulation of debris, which could adversely affect the function of this BMP. Additionally, the basin inverters shall be inspected for clogging and material soundness. Sumps shall always be clear to a depth of 1’ below the outlet invert. Inlet structures shall be inspected and cleaned of debris at least twice annually, once in the spring following snow melt and once in the autumn after leaf fall.

Culverts
Culvert inlets and outlets should be inspected for debris, which could clog the BMP. Additionally, the placement of rip-rap should be inspected to ensure that all areas remain smooth and no areas exhibit erosion in the form of rills or gullies.

Stormwater Treatment Buffers
All wooded buffer areas shall be maintained in their natural, undisturbed condition. The forest duff layer shall be maintained and all debris shall be removed from the area.

Detention Ponds
Detention ponds shall be inspected to ensure that there is no channeling of stormwater and that no debris accumulates within the detention areas. The vegetative cover conditions shall be maintained. The inlets and outlets shall be inspected for erosion and any evidence of debris that could clog the outlet structures and culverts. Emergency spillways and level spreaders shall be inspected for any evidence of rilling and channeling and shall be maintained to promote a level, sheet-flow discharge. Pond embankments and side slopes shall be inspected for erosion, destabilization of side...
slopes and evidence of embankment settling; corrective action shall be taken immediately to correct such issues. The height of grass shall be maintained at a maximum of 12”; mowing shall be limited to no more than two times during the growing season.

**Wetponds**
The wetpond is a very effective BMP, however, long term maintenance is essential to its operation. The gravel trench outlet should be inspected after every major storm event during the first year after construction to ensure proper function and at least twice-annually, thereafter. The inspection should ensure that the filter drains within 12 - 24 hours after a storm and that potentially clogging material (leaves, etc) is not preventing discharge through the gravel. The top several inches of gravel in the trench should be replaced with fresh material when water ponds above the permanent pool for longer than 72 hours after a storm. Debris and sediment that builds up should be removed from the pre-treatment structure and outlet structure, at least annually. Additionally, procedures for inspecting Detention Ponds (above) shall also be followed when inspecting Wetponds.

**Snow Removal**
Snow shall be stockpiled only in the approved snow storage areas. Plowing of snow into wetland areas or detention ponds shall be avoided. Additionally, a mostly sand mix (reduced salt) shall be applied during winter months to prevent excessive salt from leaching into wetland areas. Excess sand shall be removed from the storage areas, all paved surfaces and adjacent areas each spring.

**Seeding, Fertilizing and Mulching**
All exposed soil materials and stockpiles must be either temporarily or permanently seeded, fertilized and mulched in accordance with plan specifications. This is one of the most important features of the Erosion Control Plan, which will provide both temporary and permanent stabilization. Eroded or damaged lawn areas must be repaired until a 75% effective growth of vegetation is established and permanently maintained.

**Record Keeping**
Routine maintenance and inspections will be accomplished by the property owner or homeowner’s association [current owner is: Highpine Properties, LLC; P.O. Box 339; Wells, ME 04090, (207)-467-1778], or third party contracted by the property owner or homeowner’s association. All inspections accomplished in accordance with this program shall be documented on the attached Inspection & Maintenance Log. Copies of the Log shall be kept by the property owner or condominium association, and be made available to the Department (Maine Department of Environmental Protection), upon request.
<table>
<thead>
<tr>
<th>Date</th>
<th>Purpose¹</th>
<th>Maintenance Done²</th>
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1. Purpose is the reason for the inspection. For example; "quarterly" or "after a significant rain event."
2. Maintenance Done means any maintenance required as a result of the inspection, such as trash removal or re-seeding of areas.