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February 12, 2019

Michael Livingston – Town Engineer/Planner  
Town of Wells  
208 Sanford Road  
Wells, ME 04090

Re: Wesley By the Sea – Phase 3 – 10-Lot Cluster Subdivision  
Preliminary Subdivision Completeness Response

Dear Mike;

We have reviewed the “Town of Wells – Preliminary Major Subdivision Plan Completeness Review” checklist dated January 15, 2109 and offer the following responses. In support of our responses we are enclosing revised plans (Sheets 1, 2, and 3) as well as the following attachments:

- Attachment A – Draft Covenants

Staff Comments

*Plan Comments*

**Response:** We received various plan comments that have been addressed with the attached plans. Plan changes include additional notes on the plan regarding zoning requirements, net area, density, abutters, easements, location of certain improvements, etc.

*Homeowners Covenants*

**Response:** Enclosed is a draft of the Declaration of Covenants and Restrictions

Other Planning Board items:

Location of gravel pit driveway:

For discussion purposes the driveway location for the gravel pit on the other side of HARRISSECKET has been located and shown on the accompanying plans.

Amount of disturbance in the Shoreland Zone:

As discussed at the last Planning Board meeting, the wet pond outfall pipe is located within the Shoreland Zone. It is our understanding that no “development” is allowed within the shoreland zone for cluster subdivision projects. We would like Staff and the Board to consider if a buried pipe would be considered development. If it is considered “development” then we would like to request a waiver since the location of the outfall is driven by elevation. The length of pipe located with the Shoreland Zone is

approximately 50 feet. The installation would disturb approximately 500 square feet of area within the Shoreland Zone.

We look forward to presenting this information to the Planning Board at the February 25<sup>th</sup> meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Blake', written in a cursive style.

Steven J. Blake, P.E.  
Senior Engineer

Encl.

Cc R. Drawert – PAS  
W. Palmer – PAS

**ATTACHMENT A**  
**Draft Covenants**

**Declaration of Covenants and Restrictions**  
**Preachers Aid Society of New England**  
**Dorfield Lane Project, Wells, York County, Maine**

This Declaration of Covenants and Restrictions (hereafter referred to as the "Declaration") is dated \_\_\_\_\_, 2019 and shall only apply to all lots, open space and remaining land of Preachers Aid Society of New England (hereafter referred to as "PASNE") which are depicted on a certain Cluster Subdivision Plan entitled \_\_\_\_\_ dated \_\_\_\_\_, 2019, prepared by Berry, Huff, McDonald, Milligan, Inc. (hereafter referred to as "BH2M") under Job No. 18118, which Plan was approved by the Wells Planning Board on \_\_\_\_\_, 2019 (hereafter referred to as the "Plan"), which Plan is to be recorded in the York County Registry of Deeds. All of the following covenants and restrictions in this Declaration shall run with the land, and shall be enforceable by PASNE, the Town of Wells and any owners of lots or other real estate of PASNE deriving from the Plan. All costs and fees, including attorneys' fees and costs, resulting from any enforcement action taken pursuant to this Declaration shall be paid by the prevailing party in said action. The real estate which is owned by PASNE and depicted on the Plan shall be referred to hereafter as the "Property" (unless the context indicates otherwise), and references to "lot" or "lots" hereafter shall refer to any lot or lots depicted on the Plan (whether numbered or otherwise designated), and any future lot or lots approved by the Town of Wells on the Property and depicted on a future plan to be recorded in said Registry.

**1. Residential Use.** No lot within the Property shall be improved or used except for single-family residential purposes. No commercial, industrial, business or professional use or enterprise of any nature or description shall be allowed on the Property, unless: (a) such use is wholly confined to the interior of the residential structure located on the lot (such as a home office); (b) such use does not include the use of the lot or any portion thereof by non-owner employees, (c) such use is not advertised on the lot or evident from any angle of view from the exterior of the lot; (d) such use does not increase the traffic, noise or activities on or within the lot, other than what may be typical and reasonable for single family residential use; (e) such use does not interfere with the enjoyment of the remaining lot owners within the Property; and (f) such use is in full compliance with all federal, state and municipal laws, codes, ordinances and regulations. No temporary structures, mobile homes, motor homes, carports or tents shall be used as a residence on any lot, or erected, placed, kept, maintained or stored, either temporarily or permanently, on any part of any lot within the Property. Nothing contained in this Declaration shall prevent PASNE from utilizing the existing farmhouse on the Property as a pastoral retreat.

**2. Maintenance.** All roads, ways, sidewalks, parking areas, common areas, ponds (including wet ponds), stormwater drainage facilities, lawn areas (including such areas located on all lots on the Property), private potable water sources (wells) and related equipment, sewer facilities leading from the junction of each residential sewer connection in Dorfield Lane to each residence, and the existing dam located on the easterly line of the Property at its crossing of Willow Way shall be maintained by PASNE in a neat and attractive manner and kept in good repair at all times. PASNE shall also be responsible for like maintenance of the exterior of all single family residential structures and the existing farmhouse and associated structures on the Property as long as each lot with such a residence located thereon is owned by PASNE. Maintenance responsibilities shall include, but are not limited to, (a) road paving, maintenance and repair, (b) snow plowing and sanding, (c) mowing and trimming of lawns and vegetation, (d) inspection, repair and replacement of

all other building components, facilities and equipment referenced in this Section 2. In the event any lot is sold by PASNE, the subsequent owner of each sold lot shall be thereafter responsible for maintaining the interior and exterior of each such residence and all facilities and equipment located on or serving the lot sold.

**3. Animals.** No livestock, animals, poultry, or any domesticated or exotic pets (with the sole exception of a reasonable number of dogs and/or cats), shall be kept, maintained or allowed on any of the lots. No boarding or breeding kennels may be kept or maintained on any of the lots. Any dog or cat shall not be a nuisance, shall be leashed or otherwise under the complete control of the pet owner at all times and shall not be permitted to run free on any area of the Property.

**4. Vehicles.** No business or commercial vehicles of any type shall be brought upon, maintained or permitted to remain on any lot except for deliveries and move in/move out activities. No unregistered or inoperable motor vehicles, boats, motor homes, house trailers, recreational vehicles, camping trailers or any similar type vehicles may be kept upon any lot at any time. Private vehicles of the owners/occupants of any lot must be stored in the subject residence's garage overnight. In the event any owner or occupant utilizes a second vehicle, that second vehicle may be parked outdoors but on the driveway of the subject lot. Vehicles of overnight guests may also be allowed to remain outdoors on the lot, provided all such vehicles are located only on the driveway of the subject lot, or such vehicles may be parked in a PASNE designated visitor parking area. Any motorcycles operated on the Property shall only be operated as quietly as possible while on any portion of the Property.

**5. Sport Vehicles.** No snowmobiles, all-terrain vehicles, motor bikes, go-carts or similar sport vehicles may be operated anywhere on the Property. Bicycles may be used on the Property, but only on the paved portions of Dorfield Lane.

**6. Open Space.** PASNE shall be responsible for maintaining all areas designated as "Open Space" on the Plan, in accordance with the Zoning Ordinance for the Town of Wells and any conditions of approval imposed by the Town and as may be set forth on the recorded Plan. PASNE shall be permitted to create designated walking paths within these Open Space areas, provided their creation is also in accordance with said Zoning Ordinance and any conditions of approval imposed by the Town. PASNE shall be responsible for all maintenance of any walking paths created in these Open Space areas.

**7. Nuisances.** No owner or occupant of a lot shall do, or permit to be done, any act upon any lot, which is, may be, or may become a nuisance as defined by state or municipal law, code, ordinance or regulation.

**8. Gardens.** The owners/occupants of any lot on the Plan may maintain a vegetable or flower garden or gardens on each lot, or in a common area on the Property, in each case to be designated by PASNE as to size and location.

**9. Trash.** No lot shall be used or maintained as a dumping ground for rubbish, trash, junk, cuttings or other refuse. Trash, garbage or other waste shall be kept in sanitary containers as

required by the Town of Wells. Such containers shall not be visible from the street or from any other lot, except for limited periods that coincide with trash collection.

**10. Antennas.** No Antennas or satellite dishes of any type or size are permitted on any lot or any structure on any lot.

**11. Clotheslines and Drying Racks.** Outdoor clotheslines and drying racks shall not be permitted on any lot or any portion of any lot or residence.

**12. Herbicides/Pesticides.** In recognition of the Property being located in several groundwater recharge zones providing potable water for the Town of Wells public water system, PASNE shall be solely responsible for the application of herbicides and pesticides on any portion of the Property in accordance with the following requirements. Application of any herbicides or pesticides on the Property shall be performed only by applicators licensed by the State of Maine for such purposes and shall be hired by PASNE. Only organic products (no synthetics) shall be used, and only those products approved by the Organic Material Review Institute or United States Department of Agriculture may be used on the Property. PASNE shall provide these requirements to all such applicators and require each applicator to provide product information in conformance with the above to PASNE prior to any product application.

**13. Future Sales.** In the event PASNE should sell, transfer, assign or otherwise convey its interest in the Property, whether by individual lot sales or the Property in part or as a whole, each and every subsequent owner of the Property or any portion thereof, including all lots on the Plan, shall be subject to the covenants and restrictions contained in this Declaration or any amendment to this Declaration which PASNE retains the right to produce and record,, and each instrument evidencing any such sale, transfer, assignment or conveyance shall expressly contain a provision to this effect. In addition, prior to PASNE selling, transferring, assigning or otherwise conveying its remaining interest in the Property (whether it being the last lot on the Plan owned by PASNE, the Open Space areas on the Plan, any portion of the Property initially retained by PASNE or otherwise), PASNE shall file with the Maine Secretary of State a Maine statutory association for the purpose of assuming and undertaking all of the duties, responsibilities and obligations of PASNE under this Declaration and any amendments thereto. All subsequent owners of any and all lots on the Plan, and/or any other portion of the Property, shall immediately become a member of said association, with bylaws and rules to be determined and established by PASNE at the time of creation of the association. Evidence of said association shall be placed of record in the York County Registry of Deeds upon its establishment.

**14. Governing Law.** This Declaration and any amendments thereto shall be governed by and interpreted in accordance with the laws of the State of Maine.

**Final version to include signature block and notarial block to allow recording in the York County Registry of Deeds.**