

DECLARATION OF
GRAND TRAIL PLACE II & III HOMEOWNERS' ASSOCIATION
WITH COVENANTS, RESTRICTIONS, AND CONDITIONS

This Declaration is made and executed by the DANIEL CHASE FAMILY REAL ESTATE TRUST, duly organized and existing under the laws of the State of Maine (hereinafter referred to as "Declarant"), for the purposes and upon the terms and conditions hereinafter set forth:

1. RECITALS. This Declaration replaces and voids the Declaration of Grand Trail Place II, recorded at the YCRD in Book 17822, Page 882 per the Reserved Declarant Rights of Section 8. Declarant is the owner of certain lots of land, together with common areas and roadways, all as set forth below ("Premises") The Declarant desires to provide for the preservation of the character and value of said community and to create an Association for the purposes of administering the common Open Space area and infrastructure of the Premises, and imposing and enforcing the covenants and restrictions herein set forth herein.

2. PROPERTY. The Property subjected to this Declaration consists of the property shown on the Plans entitled "Amended Subdivision Overall, Grand Trail Place II, Lindsey Road, Wells, Maine", "Amended Subdivision Plan A, Grand Trail Place II, Lindsey Road, Wells, Maine" and "Amended Subdivision Plan B, Grand Trail Place II, Lindsey Road, Wells, Maine", all dated May 2016 as revised through 1/11/18 and recorded with the York County Registry of Deeds in Plan Book 395 at Pages 8 through 10, "2nd Amended Subdivision Plan B, Grand Trail Place II, Lindsey Road, Wells, Maine", dated May 2022 as revised through 5/9/22 and recorded with the York County Registry of Deeds in Plan Book [REDACTED] Page [REDACTED], "2nd Amended Subdivision Overall, Grand Trail Place III, Lindsey & Branch Road, Wells, Maine" dated August 2019, and "2nd Amended Subdivision, Grand Trail Place III, Lindsey & Branch Road, Wells, Maine", dated October 2019 as revised through 5/9/22 and recorded with the York County Registry of Deeds in Plan Book [REDACTED] at Pages [REDACTED] through [REDACTED], (said Plans shall be referred to hereinafter collectively as "Plan", and the property depicted on said Plan may be referred to at times herein as "Premises").

3. ASSOCIATION. The name of the Association shall be the "Grand Trail Place II & III Homeowners' Association." The Association shall be a non-profit entity and shall initially be organized as a non-profit corporation. The Declarant shall adopt By-Laws for the Association.

4. PURPOSES AND POWER. The Association shall have all powers of a non-profit corporation organized pursuant to 13 M.R.S.A. § 13-B and is organized and will be operated for the purpose of administering common area, open space, stormwater systems, fire pond systems, and roadway areas shown on the Plan, including without limitation, maintenance and preservation of the same, and enforcement of all covenants and restrictions set forth herein. It shall have the power to enforce the terms, conditions and restrictions hereinafter set forth, including, without limitation, collecting and disbursing the assessments and charges as hereinafter provided and taking such other actions as are deemed necessary and proper to fulfill its purpose. It shall have the power to promulgate rules and regulations and to take such actions and fulfill such other purposes as voted by the members. Without limitation, the Association shall be responsible for providing the following services, the expenditures for which shall be chargeable on dues:

- (a) Removal of snow from the Common Areas including, without limitation, sidewalks (if any), walkways, and driveways; and
- (b) Maintenance of the access drive to the fire pond and associated infrastructure, as shown on the Plan; and
- (c) Maintenance of any common fire suppression apparatus, including, without limitation, the fire pond water supply well, electrical service and dry hydrant as shown on the Plan, including maintaining a proper volume of water in said fire pond, and the maintenance of pond intake systems, the fire hydrant to be located on the access drive, and the establishment and maintenance of sufficient signage regarding the same; and
- (d) Maintenance and management of commonly-held open space located within the subdivision, including, without limitation, buffers, trails, forestry activity, and setbacks; and
- (e) Maintenance, inspection, and repair of the drainage system including, without limitation: culverts, ponds, and buffers. However, should the Town accept Grand Trail Drive, the responsibility for the maintenance of all culverts within the limits of said Grand Trail Drive, shall pass exclusively to the Town; and
- (f) Maintenance and repair of roads within the subdivision, consisting of Grand Trail Drive and Baker Road, unless and until the same are accepted by the Town. In this regard, it is expressly understood that Baker Road is not eligible for acceptance as a town road, and that Grand Trail Drive may only be accepted by the Town following a review by the Board of Selectman, and final approval by Town Meeting; and
- (g) Collection and removal of refuse and rubbish from the subdivision, and
- (h) Such other items as the Board of Directors of the Association may determine in their discretion

5. DURATION. The Association shall commence its existence upon the execution hereof and shall remain in full force and effect whether unincorporated or incorporated, in perpetuity unless sooner terminated by vote of the members as set forth below. However, the termination or dissolution of said Association shall not relieve the lot owners, collectively or individually, from any and all legal obligations associated with the property management and maintenance of the Premises, including but not limited to conditions of any and all approvals for the Premises issued by the Town of Wells and the Maine Department of Environmental Protection.

6. MEMBERSHIP. Every person who is an owner of a lot shown on the Plan shall be a member of the Association. Acceptance of a deed to any lot or property on the Plan shall have the effect of making that person a member in the Association without regard to whether or not said

membership is provided for specifically in the deed of conveyance. For purposes of this paragraph, owner of a lot on the Plan is not intended to include those parties who hold title merely as security for the performance of some obligation, provided that certain Eligible Mortgage Holders shall be entitled to specific rights as set forth herein.

7. VOTING RIGHTS. The Association shall have one class of voting membership whether incorporated or not. Members shall be entitled to one vote for each Lot owned by that party. When more than one person holds ownership to a Lot, or if ownership is held in a manner other than as an individual, then only one vote shall be cast with respect to any said Lot, and the Association shall have the right to require that any Lot owner or owners execute and deliver to the Association a Certificate of Vote, which authorizes one party to cast said vote, which Certificate shall be conclusively binding upon all ownership interests in said Lot.

8. RESERVED DECLARANT RIGHTS. The Declarant shall hold and be considered the owner of all voting rights in and to the Association from the date of execution of this declaration until two (2) years after the date of the last lot sale of Phase III. The Declarant may, at any time release said voting rights to some or all of the then current lot owners. The Declarant reserves the right to change any of the provisions hereof, including the covenants, restrictions, and conditions, without vote by Lot Owners until two (2) years after the sale of the last Lot.

9. EXECUTIVE BOARD. The members may adopt By-laws which specify the operation on management details of the Association as set forth above. Until the Declarant releases its voting rights in and to the Association or termination of those rights two (2) years after the sale of the last Lot of Phase III, the Declarant shall control the Association including the Executive Board as set forth below. After the Declarant has released its Declarant's rights or the same terminate, the Association shall be governed by an Executive Board consisting of five (5) natural persons, all of which shall be either lot owners, or holders of an interest in an entity that holds ownership of the lot, or trustee of a trust that holds ownership of a lot. The initial Executive Board shall consist of an individual to be appointed to the position by the Declarant and shall serve until Declarant removes the individual, or appoints a successor, or the period of Reserved Declarant Rights set forth above has run. Thereafter, the members of the Executive Board shall consist of five (5) members elected by the majority vote of the membership. The Executive Board shall have full authority to take all actions necessary for the administration of the affairs of the Association and shall have all powers and duties to do all such actions and things as are necessary and proper to be done to effectuate the purposes hereof. Unless otherwise specified herein, the vote of the Executive Board is binding upon all members of the Association and any one Executive Board member shall have the power to bind the entire Board. All members agree to indemnify and hold Executive Board members harmless from any and all actions taken in good faith pursuant hereto.

10. BUDGET / ASSESSMENTS. The owners of Lots covenant and agree to pay as dues to the Association such sums per year which are levied pursuant to an annual assessment or special assessment. The annual assessment shall be based upon a proposed budget which shall be reduced to writing by the Executive Board by January 15th of each year. The total amount of said budget shall be divided by the number of lots and each member shall be obligated to pay to the Association their assessment for total Lots owned on or before February 15th of each year. Failure of the Executive Board to promulgate or distribute a written budget shall not invalidate the Association's

assessments to members. Regular annual assessments shall require a majority vote of Lot owners entitled to vote and Special Assessments shall require 75% majority of votes entitled to be cast. Both annual and special assessments are to be used for the accomplishment or fulfillment of the purposes and objects of the Association as stated herein. All special assessments are due and payable within 30 days of receipt of the special assessment invoice.

11. LIEN FOR ASSESSMENTS. The assessments authorized hereunder or pursuant to any By-laws promulgated pursuant hereto shall be a charge on the lots shown on said Plan and shall be and constitute a continuing lien upon the lot of the member against whom, such assessments are levied, including any buildings or improvements thereon. If such assessments are not paid in a timely fashion then said sums shall be deemed delinquent and the Association shall, in any event, have the right to charge interest, fines, and late fees on said sums at such rate and in such amounts as determined by the Executive Board. Additionally, the Association shall be entitled to collect all costs of collection, including reasonable attorneys' fees, pursuant to the collection of any delinquent sums, all of which is assessable as part of the lien herein established. In the event any sum assessable to a lot shall become delinquent, the Association may bring an action at law against the member obligated to pay the same or foreclose the lien against such member's lot or lots. Such foreclosure process shall be the same procedure as for foreclosure of a mortgage pursuant to Title 14 of the Maine Revised Statutes Annotated, as amended from time to time, which statutes are incorporated herein by reference.

12. ELIGIBLE MORTGAGE HOLDERS. An eligible Mortgage Holder shall be defined as any Mortgage Holder whose lien affects property shown on the Plan and who gives notice in writing to the Association by forwarding a copy of their Mortgage instrument to the Executive Board. The lien referenced above for delinquent assessments shall under no circumstances supersede the lien of an Eligible Mortgage Holder who has recorded their Mortgage instrument prior to the recording of a Notice of Lien. Every eligible Mortgage Holder shall be entitled to written notice of any delinquencies pertaining to the lot upon which they hold a Mortgage, but failure to so notify an eligible Mortgage Holder shall not invalidate the lien.

13. AMENDMENT. Subject to the Reserved Declarant Rights, this Declaration shall be amended only by a written instrument and any amendment shall require a majority vote equal to or greater than 2/3 of the votes entitled to be cast at any one meeting.

14. TRANSFER OF OPEN SPACE. At the discretion and upon the offer of the Grantor, and following an affirmative vote of 3/4 of the total votes of the membership thereafter, title in fee simple absolute to the land marked "Open Space" on the Plan may be transferred to the Association.

15. COVENANTS, RESTRICTIONS AND CONDITIONS. Premises are hereby subjected to and will be conveyed with the following covenants, conditions and restrictions, which shall be considered as real covenants running with the land, to be binding upon the within Declarant, its successors and assigns, and the all Grantees, their heirs and assigns, and enforceable in law or equity by the within Declarant, its successors and assigns, the Association, or by the owner of any Lot within the subdivision of which the subject premises form a part:

a. Said Lot shall be used for residential purposes only, and shall not be occupied by more than one residential unit. Said residential unit shall include no buildings or structures other than the following, vis: one detached dwelling house designed as a residence for one family, with related structures such as barns, sheds, suitable garden structures, including a greenhouse, a swimming pool and such additional structures as shall from time to time be used in connection with single family houses situated in similar neighborhoods. No building or structure of any kind except for the afore-mentioned residential structures shall be erected, used, maintained, or allowed to stand on said Lot.

b. Said lot shall not be used for business of any nature or type, except for a home occupation, which complies with all applicable local and state regulations, including but not limited to Section 145-51 of the Code of the Town of Wells, Maine, as amended. Notwithstanding the foregoing, in no circumstances shall there be any visible exterior evidence, including but not limited to signage or other forms of marketing, provided for any approved home occupation.

c. Notwithstanding any state or local law or ordinance, no mobile home, house trailer, park-model trailer, or similar structure or vehicle, or any other structure of a temporary character, including but not limited to a tent, shack, barn, or other outbuildings, shall be permitted to be constructed, erected, or otherwise brought to exist on the lot for any duration of time, or for any purpose whatsoever.

d. At all times, the primary residential structure on the lot shall contain a minimum of 1100 square feet of living space, exclusive of porches, garages, and breezeways.

e. The minimum roof pitch for at least half of any permitted structure on the property shall be no less than 6" in 12".

f. Any undeveloped or unlandscaped portions of the Premises shall be mowed at least once per calendar year.

g. Any and all topsoil existing on the lot shall be conserved, reused, and shall remain on-site. Said lot shall not be stripped of any such top soil, nor shall such topsoil be tuckered away or buried.

h. Unless later connected to the municipal water system, all water service for said lot shall be provided via a drilled well. No dug wells shall be permitted. All said drilled wells shall be located in a "Well Zone" as specified on the Plans.

i. Unless later connected to municipal sewer system, on-site individual subsurface systems, the locations for which shall be depicted on the Plan, except that minor deviations up to +/- 10 feet shall be permitted if approved by the Town of Wells Code Enforcement Officer.

j. Areas designated "reserve" on the Plan are reserved for septic and shall not be built upon or within required setback.

k. All electrical wiring running from existing utility poles to a portion of the premises shall be underground.

l. Pursuant to the previous approval by the Wells Planning Board of a certain plan entitled "Final Subdivision Plan, Grand Trail Place" situated in Wells, Maine, dated September 2014, as revised through 8/11/15, recorded in the York County Registry of Deeds in Plan Book 3778, Page 40 homes situated on Lots 6A-1, 6A-2, and 6A-3 shall be served by private individual fire sprinkler system. All said sprinkler systems shall meet the minimum requirements as outlined by the Town of Wells Fire Chief and State Fire Marshall.

m. The "Open Space" area defined on the Plan shall be retained by Grantor, its successors and/or assigns, and shall be subject to, at the Grantor's discretion, the placement of certain barriers, including but not necessarily limited to gates, bars, and structures of a similar nature, in order to prevent unauthorized access or entry to said Open Space. However, rights in the Open Space area allocated to Lots 6A-1, 6A-2, and 6A-3, is limited to the area shown on a plan entitled "Final Subdivision Plan, Grand Trail Place" situated in Wells, Maine, dated September 2014, as revised through 8/11/15, recorded in the York County Registry of Deeds in Plan Book 377, Page 40

n. That all sewerage and septic waste disposal shall be undertaken in conformity with applicable State and Local authorities.

o. The keeping of animals, poultry, swine or livestock shall not be permitted. Household pets of all manner shall be allowed.

p. No sign of any nature or description shall be displayed or placed upon any part of the premises except for signs whose total area does not exceed one (1) square (1 x 1) giving the name of the occupants, and the street name and number of the premises, and except for a "For Sale" sign referring only to the premises, not to exceed four (4) square feet in size.

q. When the construction of the buildings on the premises is begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction, except in the case of an unfinished level to be completed at a later date.

r. No unsightly growths shall be permitted to remain on any part of the premises, and no refuse pile or unsightly object shall be allowed to be placed or permitted to remain on any part of the premise. At Declarant's sole discretion, dead trees may be retained on the premises if they are deemed to provide potential wildlife habitat.

s. No fires or burning of refuse, leaves, trees, etc., shall be permitted. Open fires for cookouts only shall be permitted, subject to all state and local laws and ordinances.

t. There shall be no exterior antennas or satellite dishes, clotheslines or similar devices, trash or garbage, bottled gas or other fuel containers placed on any Lot which shall be visible from the road or other Lot. All items such as recreation vehicles, boats, snowmobiles, etc., shall be stored in a manner that makes them not visible from the road or any other Lot.

u. No Owner of a Lot shall do or permit to be done, any act upon the Property which may be or is, or may become a nuisance or unreasonable interference with another Lot Owner.

v. All wetland, forested and “no cut” buffer signs on the Property shall be maintained.

w. No Owner of a Lot shall disturb any wetland on the Property, or permit or otherwise authorize the same to be disturbed.

x. No Owner of a Lot shall cut, or permit or otherwise authorize to be cut, any trees within the forested or “no cut” buffer areas. The sole and exclusive exception shall be the removal of dead or other trees deemed hazardous by a licensed and accredited arborist.

y. Reference is made to a certain “Findings of Fact and Conclusions, Final Subdivision Application for “Grand Trail Place II”, issued by the Town of Wells Planning Board, dated on or around January 18, 2018, “Findings of Fact and Conclusions, Final Subdivision Application for “Grand Trail Place III”, issued by the Town of Wells Planning Board, dated on or around _____, 2022. Permits #L-27578-NJ-A-N , #L-27578-TC-B-N, dated December 19, 2017. Permits #L-27578-NJ-C-A and #L-27578-TC-D-N dated September 3, 2021 issued by the Maine Department of Environmental Protection, dated December 19, 2017, and permit #NAE-2019-01650 by the Army Corps of Engineers dated November 6, 2020. All lot owners are required to adhere to all conditions, restrictions, and requirements of the above documents, and shall not permit, direct, or otherwise allow a third-party to violate the same.

16. MISCELLANEOUS. By acceptance of a deed to the Lot, the Grantee, its heirs, successors and assigns agree to be bound hereby. The aforesaid covenants and conditions shall run with the land. They are imposed upon these premises for the benefit of the remaining land of the Declarant, as well as for the benefit of any and all persons owning land shown on said plan and holding a deed with similar covenants or restrictions given or to be given by the Declarant, his successors and assigns; that in all future conveyances of land situated on the plan herein referred to will contain substantially similar restrictions; and it is further understood, covenanted and agreed that said restrictions, covenants and conditions are intended as equitable servitudes upon each and every parcel of land affected, and that the Grantee, its heirs, successors and assigns, shall have full right, in common with the Declarant, his successors and assigns, as well as the Association, to enforce the same, insofar as the same are enforceable, by any applicable legal process or in any other lawful manner. The erection and use of any structure or the occupation of the land hereby conveyed contrary to these conditions and restrictions, or any part of them, shall be conclusively deemed a nuisance for which the Declarant, his successors and assigns, other Lot

Owners, or the Association, may have remedy by due process of law or may, at its option, by its agents, enter and remove and abate such nuisance at the expense of the Grantee, its successors and assigns, without being responsible for trespass therefor. The Association shall have the power to levy fines for violations of the Covenants, Restrictions and Conditions.

IN WITNESS WHEREOF, the Daniel Chase Family Real Estate Trust, has caused this instrument to be executed by Thomas D. Chase, its Successor Trustee, thereunto duly authorized, as of the date notarized below.

DANIEL CHASE FAMILY REAL ESTATE TRUST

WITNESS

By: Thomas D. Chase, its Successor Trustee
thereunto duly authorized

STATE OF MAINE
YORK, ss.

Dated: _____

Then personally appeared before me the above-named Thomas D. Chase, in his capacity as Successor Trustee of the Daniel Chase Family Real Estate Trust, and in his said capacity acknowledged the foregoing instrument to be the free act and deed of the said Company.

Notary Public

Print Name:

My Commission Expires: _____

Official Seal or Notary Stamp: