



Planning & Development
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Memo

Date: July 18, 2025

To: Planning Board

From: Michael G. Livingston, Town Engineer/Planner

Re: Brookside Farm Subdivision – Tax Map 69, Lot 7
Draft HOA, Sample Deed, and other Document Review

Information Provided:

Brookside Farm Final Subdivision Plans
Sample Deed (typ.) with Covenants
Declaration of Covenants
Bylaws of Brookside Farm HOA
Articles of Incorporation for the HOA
Fire Protection Easement to Town **Not provided**
Open Space Public Easement to Town **Not Provided**

Comments: (also see attached markups)

Sample Deed (typ.)

- Warranty Deed
- References to the subdivision plans to be filled in
- Dates to be updated
- Covenants:
 - Exhibit A , good overall
 - First paragraph references Seacoast Acquisitions vs Home Innovations in one spot
 - Plan reference to be filled in
 - Reference to a Road Maintenance Agreement is made – not provided.
 - Threshold for conveyances to the HOA, Open Space, Haystack Lane and associated drainage easements to be the 20th conveyance, not a later time.
 - Declaration and By-Laws include all lots in the subdivision.
 - HOA responsibilities to include maintaining the buffers, buffer signage and trails in the Open Space.
 - Covenants should include the following:
 - ❖ Will ADU's be allowed?
 - ❖ Will Short term rentals be allowed in the dwellings?
 - ❖ Parking to be prohibited on the pavement of Haystack Lane.
 - ❖ No dug or driven point wells allowed
- Will there be Declarant/developer rights reserved to add additional land and lots to the HOA?
- Town Attorney comments to be provided

- **Bylaws**
 - Good requirement for mandatory membership
 - Good statement of purpose
 - Good requirements on fees and insurance
 - Town Attorney comments to be provided

- **Articles of Incorporation**
 - Typical, good

(space above reserved for recording information)

WARRANTY DEED

Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That HOME INNOVATIONS, LLC, a Maine limited liability company with a mailing address of 57 Smutty Lane, Saco, ME, 04072, for consideration paid, grant to _____, both having a mailing address of _____, **with warranty covenants, (as joint tenants)**, the land and interest in land situated in the Town of Wells in the County of York and State of Maine, described as follows:

A certain lot or parcel of land together with the buildings and improvements thereon situated easterly of, but in some cases not adjacent to, Meetinghouse Road, so called and being _____ of and adjacent to Haystack Lane, so-called, in Wells, York County, Maine, and being Lot _____ as shown and depicted on plan entitled "Brookside Farm Subdivision", dated 9/24, 2004, as revised through _____, prepared by Horizons Engineering and recorded in York Registry of Deeds in Plan Book _____, pages _____ through _____ (the "Plan") to which Plan and the record thereof reference is made or a more particular description of the within conveyed premises.

The above described premises are conveyed subject to and together with the benefit of:

1. Those matters shown on the Plan as "Notes" or otherwise.
2. Those restrictive covenants set forth in Exhibit A attached hereto and made a part hereof including the observance of the obligations set forth therein including the obligation to be a member of the Association.
3. Rights and easements of record on the date hereof.

Being a portion of the same premises conveyed to Home Innovations, LLC by virtue of the following deeds:

IN WITNESS WHEREOF, Home Innovations, LLC has caused this instrument to be signed in its name and behalf by Jason Labonte, its Member, thereunto duly authorized, this _____ day of _____, 2024.

Seacoast Land Acquisitions, LLC

By: _____
Jason Labonte, its Member

Witness

STATE OF MAINE
York, ss

_____, 2024

Personally appeared the above named Jason Labonte, Member of said Home Innovations, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Limited Liability Company.

Before me,

Notary Public/Maine Attorney-At Law

Print Name

My Commission Expires

Shared/rah/forms/realstate/subdivision/brooksidefarm/formdeed

EXHIBIT A

BROOKSIDE FARM SUBDIVISION
WELLS, MAINE

Lots 1 through 25, inclusive, in the BROOKSIDE FARM SUBDIVISION, so-called, is conveyed subject to the following conditions and restrictions which shall run with and bind the premises conveyed hereby and all other lots contained on the aforementioned Plan, shall be enforceable until December 31, 2070) and Home Innovations, LLC, its successors and assigns, and all other lots owners on said plan shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any of the provisions hereof and to compel compliance with the terms hereof, but said ~~Seacoast Acquisitions~~, LLC, its successors and assigns, shall be under no obligation to enforce any of said restrictions: *Home Innovations?*

1. No structures except single family residences and structures ordinarily appurtenant thereto shall be built or erected upon each numbered lot herein conveyed. The main living structure shall contain at least 1,100 square feet of living area, if a single-story structure, and at least 1,500 square feet of living area, if a two-story structure. Living area shall not include basements, garages, porches, breezeways or decks and the areas must be suitable, when finished, for occupancy on a year around basis. The domestic potable water supply shall be by drilled wells. No dug wells, so-called, shall be permitted.

2. No building or structure of any type shall be erected, placed or permitted to remain on the above described premises unless the exterior finish and design and placement of such building or structure on the lot shall be approved by Home Innovations, LLC, its successors or assigns, or by its duly authorized agent or designee. The approval required by this paragraph shall only apply until such time as Home Innovations, LLC or its specific assigns shall cease to have any ownership interest in the real property as shown on plans (jointly and severally the "Plan") entitled Brookside Farm

and this restriction does not necessitate the approval in any form of any other lot owner on the Plan.

3. The Grantees herein agree to complete all building construction and landscaping within twelve (12) months from the beginning of construction. Completion, as used herein, includes, but is not limited to, porches, steps, decks, platforms, carports and other outside living terraces.

4. No junk or abandoned vehicles or vehicles of a size larger than one (1) ton in size nor accumulations of trash or debris shall be allowed on said premises.

5. No animals other than ordinary household pets may be kept, boarded or otherwise maintained on the premises.

6. No mobile homes shall be placed on the property at any time, provided, however, that trailers used for camping or so-called recreational vehicles, boats, trailers or similar vehicles may be stored upon the property.

7. No snowmobiles, all-terrain vehicles, motor bikes, go-carts or similar sport vehicles may be operated anywhere within the limits of Brookside Farm Subdivision except for such minimal use as is necessary to load them for transport or unload them following transport.

8. Each owner of lots 1 through 25, inclusive in Brookside Farm Subdivision shall be a member of the Brookside Farm Homeowners' Association, (the "Association") a Maine not-for-profit corporation upon its formation, when formed by Home Innovations, LLC or its specific assigns. Such formation shall occur at any time prior to the sale of the first lot in the subdivision upon which a home has been constructed and is ready for occupancy. Each lot owner shall have one vote in the Association for each lot owned. One vote shall be allocated to each Lot regardless of the number of owners of each lot. The Association shall be charged with the costs of maintenance, repair, replacement and snow plowing of the roadway in the Subdivision, but not the initial installation cost thereof, as well as the cost of handling and removal of household trash and wastes, its being understood the intention that Haystack Lane shall remain a private road, shall not be accepted by the Town of Wells and the ownership shall be placed in the Association prior to the sale of ~~75% of the lots in the Subdivision or at such later time as Home Innovations,~~ *the 20th lot*

?
~~LLC or its specific assignee shall choose.~~ The Association shall also be responsible for the maintenance and landscaping of all Open Space areas, and entrance areas, esplanades and boulevards, the maintenance, repair and replacement of any common mailbox systems and any appurtenances thereto and the maintenance, repair and replacement of all surface and subsurface drainage systems such as the swales, culverts, level spreaders, meadow or forested buffers, including, but not limited to that area labelled " _____ " together with the maintenance, repair and replacement of the private portions of the fire protection system within the subdivision. The Association shall also be in charge of the implementation and enforcement of the terms of any Road Maintenance Agreement which may be placed with regard to the subdivision including, but not limited to, maintenance, repair and replacement of the fire cistern, ~~if one is installed~~. The Association shall also be responsible for the implementation of any requirements of the Wells Planning Board as a condition of subdivision approval. *including landscaped and natural buffers and buffer protection signage*

and trails
?
The By-laws of the Association shall be adopted on its formation and made available to the membership as well as being recorded in the York Registry of Deeds. *sale of the 20th lot*

Shared/rah/realstate/subdivisions/brooksidefarm/restrictions/1014/2024

? Add section on developers rights to expand or add other land and lots within a time period

- Add no parking on the pavement of Haystack Lane allowed.*
- ADU's allowed ?*
- Use of dwelling or ADU as a STR allowed ?*
- No dug or driven point wells allowed*