



ATTAR

ENGINEERING, INC

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Mr. Michael Livingston, P.E., Town Planner/Engineer
Ms. Shannon L.M. Belanger, Assistant Planner
Town of Wells
208 Sanford Road
Wells, Maine 04090

March 4th, 2026
Project No.: C336

**RE: Application for Major Subdivision – Final Approval Revisions 3
Mia Lane Multifamily Condominium (Tax Map 139, Lot 6)
(F.K.A. Burnt Mill Multifamily Condominium)
88 Burnt Mill Road, Wells, Maine**

Dear Mr. Livingston & Ms. Belanger:

On behalf of Gilchrest Development, Inc., I have enclosed for your review and consideration revised Plan Set sheets and associated attachments for the above-referenced project. This application was last before the Planning Board at their December 15th 2025 meeting, during which a 90-day extension was granted. Revisions have been made to address comments from the following resources:

- Estimate of Cost Review Memo dated October 15th, 2025
- Condominium ByLaws Document Review dated October 15th, 2025
- Declaration of Condominium Document Review dated October 15th, 2025
- Sample Deed Document Review dated October 15th, 2025
- Plan Set redline markups dated October 15th, 2025
- Town Attorney Review Notes dated December 11th, 2025

Attachment Revisions:

- Estimate of Cost spreadsheet has been updated to reflect all comments provided. Additions to this estimate include the community mailbox, supplemental on-site signage, and perimeter screening installations of both fencing and evergreen plantings.
- Condominium ByLaws document has been updated to reflect all comments provided. Language additions include the resolution of member voting in the instance of a tie with an even number of Units in the association.
- Declaration of Condominium document has been updated to reflect all comments provided. Language additions include proper reference to the State of Maine Condominium Act legislature, clarification of ownership of the Unit structure versus land, expansion of the Common Area elements, and establishment of a definition for and inclusion of a list of Limited Common Elements.
- Sample Deed document has been updated to reflect all comments provided. Language additions include reference to the previously-prepared Exhibits allocating land interest to each of the Unit owners, and proper reference to the recording information of the Title reference.

1284 State Road, Eliot, ME 03903 ♦ tel (207) 439-6023 ♦ fax (207) 439-2128

- Town Attorney comments forwarded by Town Staff have been addressed. Many of the comments contained in the December 11th review have been addressed by completion of the Town Staff comment revisions described above, and the remainder of comments shall be addressed in the Plan Set revisions described below.

Plan Set Revisions:

- General Note #4 on Sheet #1 has been updated to reflect the additional subtractions considered in the calculation of Residential Density for Multifamily Developments per §145-48.H.(1). These additional subtractions include the proposed overflow parking area and stormwater detention pond. The result of this updated calculation yields no change in the overall dwelling unit total, changing from 6.50 to 6.37 to keep the maximum allowable at 6 units.
- General Note #18 on Sheet #1 has been updated to include the proposed sewer system as a maintenance responsibility for the Condominium Association.
- General Note #21 on Sheet #1 has been updated to declare that a maximum of 1 Accessory Dwelling Unit (ADU) is permitted.
- General Note #22 on Sheet #1 has been updated to include perimeter screening and signage as maintenance responsibilities of the Condominium Association.
- Proposed evergreen perimeter screening depicted on Sheet #2 along the eastern sideline of the Burnt Mill Road frontage has had its required installation height changed from 4-5 feet to 6 feet as requested.
- A callout for the proposed stone berm level lip spreader at the outfall of the stormwater detention pond has been added to Sheet #2 that references the detail location on Sheet #4.
- Directional flow arrows have been added to Sheet #3 for each of the proposed culverted crossings of Mia Lane and the Unit driveways.
- A crown transition line has been added to Sheet #3 to represent the location where Mia Lane swaps from a superelevated travelway to a center-crowned travelway. This callout also references both road cross section details on Sheet #5.
- The extra stone berm level spreader detail erroneously provided on Sheet #5 has been removed as requested.

The Applicant welcomes discussion from the Planning Department and Planning Board on the revised items above at their next available meeting. The on-site well has been drilled and the requested water yield testing has been completed, but the results have not yet been received. As such the Applicant would like to request that the Planning Board grant one final extension to allow for these results to be received and provided to the Town. If any additional information is required, please contact me. Thank you for your assistance.

Sincerely,



Michael J. Sudak, E.I.
Staff Engineer

**Opinion of Cost - Mia Lane Multifamily Condominium
88 Burnt Mill Road, Wells, Maine**

Exclusions: Ledge Removal, Dwelling Unit Construction

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Price</u>
Clear	2.0	AC	\$5,000	\$9,750
Stump & Grub	2.0	AC	\$4,000	\$7,800
Common Excavation	250	CY	\$10	\$2,500
Common Borrow	1,000	CY	\$15	\$15,000
Subgrade Prep.	1.5	AC	\$15,000	\$22,500
Subbase Gravel	1,020	CY	\$20	\$20,400
Base Gravel	210	CY	\$40	\$8,400
Base Asphalt	190	TON	\$150	\$28,500
Final Asphalt	95	TON	\$200	\$19,000
UG Elec. / Telephone / Cable TV	650	LF	\$25	\$16,250
Transformer Base	2	EA	\$1,500	\$3,000
3" SDR 11 Sewer Force Main	590	LF	\$135	\$79,650
6" PVC Sewer Gravity Main	180	LF	\$75	\$13,500
Sanitary Manhole	2	EA	\$4,000	\$8,000
Ext. SMH Connection	1	LS	\$5,000	\$5,000
Pump Station (500 Gallon)	1	EA	\$42,000	\$42,000
12" HDPE	20	LF	\$21	\$420
15" HDPE	215	LF	\$25	\$5,375
Catch Basin / Drain Manhole	1	EA	\$3,100	\$3,100
Detention Pond	1	EA	\$31,000	\$31,000
Rip Rap Protection	300	SY	\$18	\$5,400
Topsoil, Seed, Mulch	50	MSF	\$150	\$7,500
Screening Fence (6' Vinyl)	410	LF	\$45	\$18,450
Landscaping (Evergreen Screening)	1	LS	\$40,000	\$40,000
Siltation Fence	970	LF	\$3	\$2,910
Stabilized Construction Entrance	1	EA	\$1,000	\$1,000
Communal Mailbox	1	LS	\$2,500	\$2,500
Signs (Stop, Street, No Parking)	1	LS	\$750	\$750
Subtotal 1				\$419,655
Monumentation	1	LS	\$5,000	\$5,000
As-Built Plan	1	LS	\$3,500	\$3,500
Third Party Inspections	1	LS	\$3,500	\$3,500
Subtotal 2				\$12,000
Contingency (10% of Subtotal 1 and Subtotal 2)				\$43,166
Total				\$474,821

**BYLAWS
OF
MIA LANE CONDOMINIUM ASSOCIATION**

**ARTICLE I
NAME, SEAL, AND OFFICES**

Section 1. Name: The name of this Association is MIA LANE CONDOMINIUM ASSOCIATION (hereinafter “the Corporation”).

Section 2. Seal: The Corporation may have a seal in circular form having within its circumference the words:

MIA LANE HOMEOWNERS ASSOCIATION

Section 3. Offices: The principal offices of the Corporation shall be at Wells Maine, or at such other place as the Board of Directors may from time to time designate.

**ARTICLE II
PLAN OF OWNERSHIP**

Section 1. Plan of Ownership: The Properties, located in the Town of Wells, County of York, and State of Maine, more particularly described in Article I of the Declaration hereinafter described, will be submitted to the provisions of the Declaration of Condominium dated _____ (“the Declaration”) by the Developer, and have been platted into Units and Common Properties (including, by reference, the “Common Areas” identified in the Declaration) in accordance with the recorded Plan creating a common ownership and enjoyment over the Common Properties, and of each Unit being subject to a reciprocal obligation to contribute Assessments for the maintenance and operation of the Common Properties. The Plan of Ownership may be extended to additional phases by the submission of the Properties to supplemental Declarations of Covenants and Restrictions in accordance with the Declaration.

Section 2. Applicability of Bylaws: The provisions of these Bylaws are applicable to the Properties and to the use, operation, maintenance, and occupancy thereof.

Section 3. Personal Application: All present and future Owners, mortgagees, lessees, and occupants of the Units and their employees and any other person who may use the facilities of the Properties in any manner are subject to these Bylaws, the Declaration, and to any Rules and Regulations established by the Board of Directors as hereinafter set forth. The acceptance of a deed or conveyance or membership privileges or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws, the Rules and Regulations, and the provisions of the Declaration, as they may be amended from time to time, are accepted and will be complied with.

**ARTICLE III
DEFINITIONS**

Section 1. Definitions: The definitions of words and terms contained in the Declaration, Article II, shall apply to those words and terms as used in these Bylaws. In the event of any conflict or inconsistency between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IV
MEMBERSHIP

Section 1. Qualification: Every Person who is an Owner of a Unit shall be a Member of the Condominium Corporation pursuant to Article V of the Declaration with the limitations and voting powers therein.

Section 2. Subject to Assessments: The rights of membership are subject to the payment of annual and special Assessments levied by the Corporation and imposed against each Member and Owner and becomes a lien upon the property against which such Assessments are made and the personal obligation of the Member as provided by Article IV of the Declaration pursuant to the terms therein.

Section 3. Suspension: The membership rights of any Member may be suspended by action of the Board of Directors during the period in which any Assessment remains unpaid except that a first mortgagee will not be precluded from exercising any of its rights under the mortgage. Upon payment of such Assessment, the member's rights and privileges shall be automatically restored. If the Directors have adopted and published Rules and Regulations governing the use of the Common Properties and the personal conduct of any person thereon, as provided herein and in the Declaration, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days in addition to the period during which such violation continues.

ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT
OF COMMON PROPERTY

Section 1. Members' Rights: Each Member shall be entitled to the use and enjoyment of the Common Properties as provided by Article III of the Declaration.

Section 2. Delegation: Any Member may share his rights of enjoyment in the Common Properties with the members of his family who reside upon the Properties or delegate said rights to any of his tenants. The rights and privileges of such persons are subject to suspension under Article IV, Section 3 of these Bylaws, to the same extent as those of the Member.

ARTICLE VI
PURPOSES AND POWERS

The Corporation shall operate on a not-for-profit basis in accordance with its Articles of Incorporation. The Corporation will not provide pecuniary gain or profit, direct or indirect, to its Members. The purposes for which it is formed are:

Section 1. General: To promote the health, safety and welfare of the residents within the Properties, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in the Declaration, and for this purpose to:

(a) own, acquire, lease, sublease, build, operate and maintain roads, utilities, recreation areas, parking lots, open space, commons, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as the "Common Properties";

(b) fix Assessments or Common Charges to be levied against the Properties;

- (c) enforce any and all covenants, restrictions and agreements applicable to the Properties;
- (d) pay taxes, if any, on the Common Properties; and
- (e) insofar as permitted by law, to do other things that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties.

Section 2. Dispose of Assets: To mortgage, pledge, hypothecate, or otherwise grant any form of security interest in and to the Common Properties or any assets of the Corporation and to dispose of its assets.

Section 3. Additions to Properties and Membership: Additions to the Properties may be made in accordance with Article VIII of the Declaration. Such additions, when properly made under a recorded supplemental declaration of covenants and restrictions, shall extend the jurisdiction, functions, duties, and membership of the Corporation to such properties. Additions made pursuant to the Declaration must be approved by two-thirds (2/3) of the votes of the Members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Mergers and Consolidations: Subject to the provisions of the Declaration or any supplemental declaration, and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VII MEMBERS

Section 1. Eligibility: Membership in the Corporation shall be in accordance with Article V of the Declaration.

Section 2. Voting: Each Unit shall be entitled to one vote in the Association. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all members for all purposes except when a higher percentage is required by these Bylaws, the Declaration, or by law. In instances of an even number of voters, the President of the Condominium Association shall count as two votes.

Section 3. Voting in the Event of Multiple Ownership of a Unit: In the event a Unit is owned by more than one person, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit. An Owner of a Unit may permit any other Owner of the Unit to vote in his interest by furnishing the other Owner with a proxy. In the absence of any proxy, a vote for a whole Unit cast by any Owner shall be held to be by valid proxy of the other Owners, unless challenged at the time the vote is cast.

Section 4. Annual Meetings: Annual meetings shall be held each year on a date no later than forty-five (45) days before the beginning of each fiscal year. In the event that the day for which an annual meeting is scheduled is a legal holiday, then the meeting shall be held on the first day thereafter which is not a legal holiday. There shall be elected, by ballot of the members eligible to vote, a Board of Directors in accordance with the provisions of Article VIII, Section 1 of these

Bylaws, and Members eligible to vote may also transact such other business as may properly come before them.

Section 5. Place of Meetings: Meetings of the Members shall be held at a suitable place convenient to the Members designated by the President.

Section 6. Special Meetings: It shall be the duty of the President to call a special meeting of the Members when so directed by resolution of the Board of Directors or upon petition signed by owners of not less than twenty-five percent (25%) of the votes in the aggregate of Members eligible to vote. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 7. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual meeting at least ten (10) days but not more than thirty (30) days and each special meeting at least three (3) days and no more than fourteen (14) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member, as recorded on the records of the Corporation, at the Unit address or at such other address as such Member shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 8. Waiver of Notice: Any Member may at any time waive notice of any meetings of the Members in writing, and such waiver shall be deemed equivalent to the giving of such notice. Presence by a Member at the meeting will be considered a waiver of the right to such notice.

Section 9. Order of Business: The order of business at all meetings of the Members shall be as follows, to the extent required:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Report of committees.
- (h) Election of the Board of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

Section 10. Parliamentary Procedure: At all meetings of the Members or of the Board of Directors, Roberts' Rules of Order, as to such date amended, shall be followed, except in the event of conflict, in which case these Bylaws or the Declaration, as the case may be, shall prevail.

Section 11. Quorum: Thirty percent (30%) of all Members eligible to vote and present in person or by proxy shall constitute a quorum at any meeting of the Members.

Section 12. Proxies: Votes may be cast in person or by proxy. A Member eligible to vote may designate any person, who need not be a Member, to act as proxy. The designation of any such proxy shall be made in writing, signed by the Member, and shall be revocable at any time by written

notice to the Secretary by the Member designating the proxy.

ARTICLE VIII **DIRECTORS**

Section 1. Number and Qualification: The affairs of the Corporation shall be governed by a Board of Directors who shall be Members of the Association. The Board of Directors shall consist of a minimum of three (3) directors who shall hold office until the election of their successors. Beginning with the annual meeting after the sale of the second Unit, the Members shall elect a Board of three (3) Directors. The initial Board of Directors shall remain the Board of Directors until at least fifty (50) percent of the six (6) Units identified on the Plan are sold. At the first annual meeting thereafter, the director with the greatest number of votes shall be elected for a term of three years, the director with the next greater number of votes shall be elected for a term of two years, and the remaining director shall be elected for a term of one year. At each annual meeting thereafter, the Members shall elect successor directors for a term of three years.

Section 2. Nomination: Nomination for election to the Board of Directors shall be made by a Nominating Committee consisting of at least three (3) Members. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 3. Election: Election to the Board of Directors shall be by secret ballot. The Members may cast one vote with respect to each vacancy. The persons receiving the largest number of votes shall be elected to fill the existing vacancies in accordance with Section 2 of this Article.

Section 4. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and shall do all such acts and things as are not by law or by the Bylaws, aimed at being exercised and done by the Members. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, and maintenance of the Common Properties, and such duties with respect to the Units as are provided in the Declaration.

(b) Determination of an annual budget and the Common Expenses required for the affairs of the Corporation.

(c) The establishment, levying, assessment and collection of annual and special Assessments and Common Charges from the Members.

(d) The employment and dismissal of personnel necessary for the maintenance, repair, replacement and operation of the Common Properties.

(e) Opening of bank accounts in the name of the Corporation and designating the signatories

required therefor.

(f) Purchasing or leasing or otherwise acquiring in the name of the Corporation or its designee, corporate or otherwise, Units offered for sale or lease or surrendered by their Owners to the Board of Directors or to the Corporation.

(g) Purchasing of Units, including at foreclosure or other judicial sales in the name of the Corporation or its designee, corporate or otherwise.

(h) Selling, leasing, subleasing, mortgaging, voting the votes appurtenant to (other than for the election of the Board of Directors) or otherwise dealing with Units acquired or leased by the Corporation or its designee, corporate or otherwise, on behalf of all Members.

(i) Organizing corporations to act as designees of the Corporation in acquiring title to or leasing Units.

(j) Leasing, subleasing, or entering into agreements including concession agreements for all or part of the Common Properties for the benefit of the Members.

(k) Entering into easement agreements, and any amendments thereto.

(l) Obtaining and maintaining insurance on the Common Properties.

(m) Making repairs, additions, improvements or alterations to and restoration of the Properties.

(n) Leasing or otherwise acquiring the right to use, either exclusively or in common with others, recreational and other facilities for the benefit of Members.

(o) Adopting, amending, and promulgating reasonable Rules and Regulations governing the conduct of all persons on the Properties and the operation and use of the Properties. The Board shall have the power to levy charges against the Members for violation thereof, for which they are responsible, provided that no such levy may be for more than One Hundred Dollars (\$100.00) for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of such charges may be enforced against the Member or Members responsible as a Common Charge.

(p) The Board of Directors may also enforce, by any legal means, the provisions of the Declaration, the Bylaws, and the Rules and Regulations for the use of the Properties.

(q) To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Corporation in any capacity whatsoever.

Section 5. Management: The Board of Directors may employ or enter into a contract or agreement with a manager for the Properties, at a compensation or consideration established by the Board, to perform such duties and services as the Board shall authorize. The Board of Directors

may authorize such manager to perform all of the duties set forth in Section 4 and other duties consistent therewith, but shall not delegate to the manager the powers of the Board of Directors set forth in sub-sections (b), (f), (g), (h) and (m), and with respect to officers, (p) of Section 4. Any employment contract between the manager and the Corporation must provide that it may be terminated with cause on no more than thirty (30) days written notice and without cause on no more than ninety (90) days written notice. Any such employment contract entered into before the turnover of the Association to the members by the Developer must provide that it may be terminated by the Corporation without cause and without penalty on no more than ninety (90) days written notice following the date of such turnover.

Section 6. Removal of Directors: At any time, after the first annual meeting, at any regular or special meeting of the Members, any one or more of the Board of Directors may be removed with cause, by a majority vote of the Members eligible to vote, following notice thereof in the call of the meeting and a successor or successors may then and there or thereafter be elected by such eligible Members to fill the vacancy thus created.

Section 7. Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Members eligible to vote shall be filled by vote of a majority of the remaining Directors at a regular or special meeting of the Board of Directors held promptly after the occurrence of any such vacancy, even though the Directors present at such meeting shall constitute less than a quorum and each person so elected shall be a Director for the remainder of the term of the Director so replaced, and until his successor shall be duly elected.

Section 8. Organization Meeting: The first regular meeting of the Board of Directors following a meeting of the Members at which Directors are elected, shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Directors at such meeting. No notice shall be necessary to the Board of Directors in order legally to constitute such a meeting, providing a quorum shall be present at such first regular meeting.

Section 9. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given by the Secretary to each Director personally or by mail or telegraph at least three (3) days prior to the day named for the meeting.

Section 10. Special Meetings: Special meetings of the Board of Directors may be called by the President with three (3) days notice to each Director, given personally or by mail or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

Section 11. Waiver of Notice: Any Director of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such a meeting.

Section 12. Quorum of Board of Directors: At all meetings of the Board of Directors, the

presence of a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Section 13. Compensation: No Director shall receive any compensation for acting as a Director.

Section 14. Liability of the Board of Directors: The Directors shall not be liable to the Corporation or to any Member for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct. The Corporation shall defend, indemnify, and hold harmless each of the Directors against all liability arising out of their conduct on behalf of the Corporation, unless such conduct shall have been willful misconduct. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation (except as Members). The Directors may have the Corporation provide insurance, covering liability of Directors of the Corporation and the premiums therefor shall be Common Expense.

Section 15. Fiscal Year: The Board of Directors shall establish a fiscal year.

Section 16. Administrative Duties: It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one fourth (1/4) of the Members entitled to vote.

(b) To supervise all officers, agents, and employees of the Corporation, and to see that their duties are properly performed.

(c) As more fully provided in Article IV of the Declaration applicable to the Properties:

(1) To fix the amount of annual and special Assessments against each Unit and Member at least thirty (30) days in advance of the date of their commencement;

(2) To cause to be prepared a roster of Members, Units and Assessments applicable thereto which shall be kept in the offices of the Corporation and shall be open to inspection by any Member or his designee; and

(3) To cause to be sent written notice of each Assessment to every Member subject thereto.

(d) To issue, or to cause an Officer or manager to issue, upon demand by any Member, mortgagee, prospective purchaser, or prospective mortgagee, a certificate setting forth whether any Assessment has been paid. Such certificate shall be conclusive evidence of any unpaid or paid Assessment therein stated.

ARTICLE IX **OFFICERS**

Section 1. Designation: The principal officers of the Corporation shall be the president, the vice president, and the treasurer, all of whom shall be elected by the Board of Directors. The president shall be elected by the Board of Directors from among the Board. The Board of Directors may elect a vice president, a treasurer, an assistant treasurer, a secretary, an assistant secretary, and such other officers as in its judgment may be necessary, who need not be Members. Any corporate, partnership, or fiduciary Member may designate or replace from time to time any of its officers, employees, or agents who shall be eligible for such election.

Section 2. Election of Officers: The officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President: The president shall be the chief executive officer of the Corporation. They shall preside at all meetings of the Members and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of a corporation, organized under the laws of the State of Maine including but not limited to the power to appoint committees from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President: The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to act in the place of the president on an interim basis. The vice president shall also perform such other duties as shall, from time to time, be assigned to him by the Board of Directors or by the president.

Section 6. Secretary: The secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors and these Bylaws may direct; he shall give all notices required by the Bylaws unless otherwise provided; and he shall, in general, perform all the duties incidental to the office of secretary of a corporation organized under the laws of the State of Maine.

Section 7. Treasurer: The treasurer shall have responsibility for the Corporation funds and securities and shall cause the financial records and books of account in books belonging to the Corporation to be kept. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation, in such depositories as may from time to time be designated by the Board of Directors; and he shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of the State of Maine.

Section 8. Signatories to Documents: All agreements, contracts, deeds, leases, checks, and other documents of the Corporation shall be executed by the President and Treasurer or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers: No officer shall receive any compensation for acting as such.

ARTICLE X **OPERATION OF THE PROPERTIES**

Section 1. Determination of Common Expenses and Fixing of Common Charges: The Board of Directors shall, from time to time, and at least annually, prepare a budget for the Properties, determine the amount of the Assessments payable by the Members to meet the Common Expenses and allocate and assess such Assessments among the Members in the manner set forth in Article IV of the Declaration. The Board of Directors shall advise all Members promptly, in writing, of the amount of Assessments payable by each of them, respectively, as determined by the Board of Directors, and shall furnish copies of the budget on which such Assessments are based to all Members and mortgagees upon request. The Common Expenses shall include, among other things:

- (a) the cost of repairs and maintenance of the Common Properties and appurtenant interests;
- (b) all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to Article XIII and Article VIII, Section 14;
- (c) such amounts as the Board of Directors may deem proper for the operation of the Properties, including without limitation an amount of its working capital, a general operating reserve, a reserve fund for replacements, and sums necessary to make up any deficit in the Common Expenses for any prior year;
- (d) expenses incurred in leasing or otherwise acquiring the right to use either exclusively or in common with others, recreational or other facilities for the benefit of Members; and
- (e) any other expense in connection with the Common Properties or improvements which the Board of Directors deems to be of mutual benefit to the Members.

Section 2. Payment of Assessments: All Members shall be obligated to pay the Assessments annually or at such other time or times as the Board of Directors shall determine, as provided in Article IV of the Declaration. The Board may authorize Assessments to be collected by a mortgagee of one or more Units or by the manager.

Section 3. No Waiver of Liability for Assessments: No Member may exempt himself from liability for Assessments by waiver of the use or enjoyment of any of the Common Properties, by abandonment of his Unit, by suspension of his use of the Common Properties pursuant to the Bylaws or Rules and Regulations or for any other reason whatsoever.

Section 4. Successor's Liability for Assessments: A person who acquires a Unit shall be

liable for, and the Unit shall be subject to a lien for, any unpaid Assessments against the Unit, but not in excess of the amount set forth in a statement provided pursuant to Article XII, Section 2, or Article VIII, Section 16(d) hereof.

Section 5. Default in Payment of Assessments: In the event of default by any Member in paying any Assessment as determined by the Board of Directors, such Member shall be obligated to pay interest, from due date thereof until collected, at the rate of eighteen percent (18%) per annum on such Assessment, including, at the option of the Board of Directors, any portion thereof which has been levied but is not yet due and payable. Such Member shall also be obligated to pay all expenses, including attorneys' fees, incurred by the Corporation in any proceeding brought to collect such unpaid Assessment. The Board of Directors shall collect such Assessment, together with interest thereon, and the expenses of the proceeding including such attorneys' fees, by an action to recover the same brought against such Member, or by foreclosure of the lien on such Unit under powers granted by the Declaration. The use of recreational facilities by any Member entitled to such use may be suspended by action of the Board of Directors during the period when any Assessment remains in default.

Section 6. Foreclosure of Liens for Unpaid Assessments: In any action brought by the Corporation to foreclose a lien on a Unit because of any unpaid Assessments, the Owner shall be required to pay reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Corporation acting on behalf of all Members shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote and votes appurtenant thereto (other than for the election of members of the Board of Directors), convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the liens securing the same.

Section 7. Maintenance, Repair, and Replacements:

(a) Common Properties: The Corporation shall maintain, repair, and replace all of the Common Properties. In the event that such maintenance, repair, or replacement was caused by the negligence or misuse of a Member, such expense may, in the discretion of the Board of Directors, be charged to such Member as a Common Charge.

(b) Units: Each Owner shall maintain, repair, and replace, at his own expense, all portions of his Unit, except to the extent that the Declaration provides that the Corporation is responsible. Each Owner shall be responsible for damages to any other Unit or to the Common Properties caused intentionally or by his failure to properly maintain, repair, or make replacements of his Unit.

Section 8. Utility Charges: The costs of utilities serving the Community such as water, sewer, electricity, and transmission of intelligence not individually metered to a Unit shall be a Common Expense assessed to the Owners pursuant to Article IV of the Declaration.

Section 9. Limitation on Expenditures: Any provisions contained in these Bylaws to the contrary notwithstanding, the power of the Corporation and its Board of Directors to expend any amount or incur a contractual obligation in any amount in excess of One Thousand Dollars (\$1,000.00) is subject to the requirement that the consent of the Owners to which at least fifty-one percent (51%) of the votes in the Corporation are allocated shall be required.

ARTICLE XI
USE OF PROPERTY

Section 1. Restrictions on the Use of Properties: The use of the Properties shall be in accordance with the provisions of the Declaration and in accordance with the Rules and Regulations as they may be amended from time to time.

Section 2. Rules and Regulations: Rules and Regulations concerning the use of the Units and the Common Properties may be made and amended from time to time by the Board of Directors. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Member prior to the time the same shall become effective.

Section 3. Abatement and Enjoinment of Violations: The violation of any rule or regulation adopted by the Board of Directors, or the breach of any obligation or covenant contained in the Bylaws or Declaration, shall give the Board of Directors the right, in addition to any other rights set forth by these Bylaws:

(a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass.

(b) To enjoin, abate, or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Member, together with attorneys' fees and costs.

(c) If personal conduct of any person violates the Rules and Regulations, to suspend any such person from the use of the Common Properties for violation of such Rules and Regulations for a period not to exceed thirty (30) days, in addition to the period during which the violation continues.

(d) To levy summary charges against a Member for such violation, in addition to such damages as may be incurred, provided that no summary charges may be levied for more than One Hundred Dollars (\$100.00) for any one violation; but for each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages and/or summary charges may be enforced against the Member or Members involved as if the charge were a Common Charge owed by the particular Member or Members.

ARTICLE XII
INSURANCE

Section 1. Insurance: The Corporation's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from

any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The policy shall cover the interests of and name as named insured the Corporation, the Board of Directors, and all the Owners and their mortgagees and their mortgagee's successors and assigns as their insurable interests may appear and the policy shall contain a standard Maine Mortgagee Clause in favor of each mortgagee of a Unit whether or not named therein.

The Board shall obtain a public liability policy applicable to the Common Property covering the Corporation and its members for all damage or injury caused by the negligence of the Corporation or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00).

Premiums for all insurance shall be Common Expenses of the Corporation. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Corporation, as trustee, for the respective benefited parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of Maine and holding a rating of VI or better in the financial category established by A.M. Best Company, Inc., if available, or if not available, the most nearly equivalent rating.

(b) Exclusive authority to adjust losses under policies obtained by the Corporation shall be vested in the Corporation's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Corporation's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Corporation shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the community is located.

(e) The Corporation's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Corporation's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Corporation or its duly authorized manager without prior demand in writing delivered to the Corporation to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Corporation, its manager, any Owner or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Corporation.

In addition to the other insurance required by this Section, the Board shall obtain workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Corporation's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days prior written notice to the Corporation. The Corporation shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, and such other insurance policies, endorsements, and bonds as may now or in the future be necessary to satisfy the requirements to The Mortgage Corporation or the Federal National Mortgage Association.

(f) Each Owner shall maintain an individual insurance policy for all insurable improvements on that Owner's Unit as close as possible to the coverage required for the Corporation's policy pursuant to the foregoing Section 1 and subparagraphs (a), (c), and (d). Such policy shall contain a standard State of Maine mortgage clause in favor of each mortgagee of the Unit, whether or not named therein, and shall contain a waiver of subrogation by the insurer as to any claims against the Corporation's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests.

Section 2. Damage and Destruction -- Common Property:

(a) In General: Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Corporation, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property, Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

(b) Repair and Reconstruction: Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of Owners otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or

reconstruction, or both, are not made available to the Corporation within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Corporation's Members, levy a special assessment against all Owners in proportion to the number of Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Corporation.

In the event that it should be determined by the Corporation in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Property by the Corporation in a neat and attractive condition.

Section 3. Damage and Destruction - Units: The damage or destruction by fire or other casualty to all or any portion of any improvement on a Unit shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction, or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements of the Unit and remove all debris therefrom within seventy-five (75) days after such damage or destruction.

ARTICLE XIII **RECORDS**

Section 1. Records: The Corporation shall keep detailed records of the actions of the Board of Directors and the manager, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members, names of the Members and mortgagees, and financial records and books of account for the Common Properties, including chronological listing of receipts and expenditures, as well as a separate account for each Unit, which, among other things shall contain the amount of each assessment or Common Charges against such Unit, the date when due, the amount paid thereon, and the balance remaining unpaid.

Section 2. Statement: A written report and statement summarizing all receipts and expenditures of the Corporation shall be rendered by the Board of Directors to all Members at least annually.

Section 3. Annual Report: In addition to the annual statement referred to above, an annual report of the receipts and expenditures of the Corporation, prepared, but not necessarily audited by a certified public accountant, shall be rendered by the Board of Directors to all Members promptly after the end of each fiscal year.

Section 4. Examination of Records: Each Owner and mortgagee shall be permitted to examine the books of account of the Corporation at the Corporation's offices and at reasonable times on business days.

ARTICLE XIV **PROXIES**

At all corporate meetings of members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary.

ARTICLE XV **AMENDMENT TO BYLAWS**

Section 1. Method of Amendment: These bylaws may be altered, amended, or added to at any duly called meeting of the Members, provided:

(a) that notice of the meeting be given to all Members, which notice shall contain a substantial statement of the proposed amendment;

(c) that the amendment be approved by the Board of Directors of the Corporation; and

(d) that the amendment be approved by a majority of Members entitled to vote at such meeting.

Section 2. Recording of Amendment: No amendment shall be effective until recorded.

Section 3. Effect of Amendments upon Encumbrances: No amendment or modification of the Bylaws will affect or impair the validity or priority of any mortgage encumbering the Unit or Units, nor the validity or priority of any other lien.

ARTICLE XVI **INVALIDITY, CONFLICT, AND WAIVER**

Section 1. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws, and, in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

Section 2. Conflict: These Bylaws are set forth to comply with the requirements of the Maine Non-profit Corporation Act and the Declaration. In the event of any conflict between these Bylaws and the provisions of such Act or of the Declaration, the provisions of such Act, or of the Declaration, as the case may be, shall control. In the event an amendment to the Bylaws conflicts with the terms of the Declaration and the Declaration is not amended so as to be consistent with the amended bylaws, then, to the extent of said conflict, the amended Bylaws shall control. In the event of conflicts between amendments to both the Bylaws and Declaration, the latest amendment shall control.

Section 3. Waiver: No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

ARTICLE XVII
MISCELLANEOUS

Section 1. Notices: All notices hereunder shall be sent by mail to the Corporation at its offices in Wells, Maine, or to such other address as designated by the Directors; and to Owners at the address where such Unit is located, or to such other address as may have been designated by a Member from time to time in writing to the Corporation. All notices from or to the Corporation shall be deemed to have been given when mailed, except notice of changes of address that shall be deemed to have been given when received.

Section 2. Captions: The captions herein are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender: The use of the masculine gender shall be deemed to include the feminine and neuter gender, the use of singular shall be deemed to include the plural, and vice versa, when the context so requires.

Section 4. Tort Liability: Each Member shall be deemed to have released and exonerated each other Member and the Corporation, and the Corporation shall be deemed to have released and exonerated each member from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of insurance carried by a Member or by the Corporation.

Space above for recording information

**MIA LANE SUBDIVISION
WELLS, MAINE**

DECLARATION OF CONDOMINIUM

This Declaration is made this ____ day of _____ 2025, by Gilcrest Development, Inc of Westminster, Massachusetts (hereinafter collectively called “Developer”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of real property situated in the Town of Wells, in the County of York and State of Maine, located at 88 Burnt Mill Road, Wells, Maine; and

WHEREAS, Developer desires to create a residential condominium per the Maine Condominium Act, Chapter 31 of Title 33. This community is having received subdivision approval for such property as evidenced on “Mia Lane Multifamily Condominium, 88 Burnt Mill Road, Wells, Maine” prepared by Attar Engineering, Inc., dated _____, 2025 [with a final revision date of _____, __, 2025], and recorded in the York County Registry of Deeds in Plan Book _____, Page ____ ; and

WHEREAS, Developer desires to insure the preservation of values and amenities in the community for all owners and purchasers of Units within the Mia Lane Condominium, their heirs, personal representatives, successors and assigns and, to this end, desires to subject the real property described in ARTICLE I to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which will be delegated and assigned the powers of maintaining and administering the common areas and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated or will incorporate under the laws of the State of Maine, as a nonprofit corporation, MIA LANE CONDOMINIUM ASSOCIATION for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Developer declares that the real property described in ARTICLE I is and shall be held, transferred, sold, conveyed and occupied subject to the

covenants, restrictions, easements, charges and liens (sometimes referred to as “covenants and restrictions”) hereinafter set forth in conveyances of Units.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Wells, in the County of York and State of Maine, and is all of the land area shown on a plan entitled “Mia Lane Multifamily Condominium, 88 Burnt Mill Road, Wells, Maine” prepared by Attar Engineering, Inc., dated _____, 2025 [with a final revision date of _____, __, 2025], and recorded in the York County Registry of Deeds in Plan Book _____, Page ___ hereinafter referred to as “the Plan,” to which reference is made for a complete description thereof, all of which real property shall hereinafter be referred to as “the Property,” specifically including all of the numbered Units, roads, easements, rights of way, reserved ways, common areas, and open space. All conditions, restrictions and limitations shown on said Plan, whether or not specifically referred to herein, are incorporated by reference into this Declaration and made a part hereof.

ARTICLE II
DEFINITIONS

Section 1: “Association” shall refer to Mia Lane Condominium Association, its successors and assigns.

Section 2: “Owner(s)” shall refer to the Unit record owner, whether one or more persons or entities, of fee simple title to the structure as erected within the Unit boundaries as depicted on the Plan, or any amendment thereto.

Section 3: “Member” shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who or which is an owner of a Unit.

Section 4: “Unit (s)” shall refer to the single-family residential structure individually erected on those six (6) Units as depicted on said Plan.

Section 5: “Common Area” shall mean all real property owned by Developer, or the Association after transfer, with improvements thereon, or real property in which Developer or the Association has easement rights and which are intended for the common use and/or benefit of the Owners as depicted on said Plan. The common areas are described as follows:

- A. The twenty-six-foot-wide travel way designated on the Plan as Mia Lane.
- B. Common Areas, Condominium Unit Open Space for the use and benefit of all Unit owners as shown on said Plan.

C. Infrastructure improvements including, but not limited to, buffers, perimeter screening (both vegetation and fencing as shown on said Plan), utility lines, not owned by a utility district.

D. Internal drainage and stormwater management system.

Section 6: “Limited Common Elements” shall refer to the envelope immediately surrounding each individual Unit and its structure as shown on said Plan, inclusive of features such as, but not limited to, driveway extension from Mia Lane, personal landscaping features, exterior utility components.

ARTICLE III OWNERSHIP AND USE OF COMMON AREAS

Section 1: Every Owner shall have equal rights with respect to the common areas, which rights shall pass with the title to every Unit, subject to the right of the Association to charge reasonable fees for the maintenance and upkeep of any portion of the aforesaid common areas.

Section 2: Any Owner may delegate, in accordance with the Association’s Bylaws, its right of use of the common areas and facilities to its tenants and its invitees for limited periods of time.

Section 3: The Association shall arrange and provide for the proper maintenance and repair of Mia Lane and the stormwater drainage and management system in compliance with the town approval and all other common areas.

Section 4: Unless earlier conveyed, the common areas and maintenance responsibility therefore (including maintenance of the stormwater drainage system, maintenance of the sewer system, and maintenance of Mia Lane), shall be conveyed by Developer to the Association no later than five (5) years after the sale of the first Unit or prior to the issuance of the 6th Certificate of Occupancy, whichever occurs first.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: General Maintenance Assessment. Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which becomes a fee owner of a Unit within the Property, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, in advance, an annual sum (herein elsewhere sometimes referred to as a “general assessment” or “maintenance assessment”) equal to the Member’s proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

A. The cost of all operating expenses of the Common Area and the services furnished to or in connection with the Common Area, including charges by the Association for any services furnished by it; and

B. The cost of necessary management and administration of the Common Area, including fees paid to any Management Agent; and

C. The amount of all taxes and assessments levied against the Association or upon the Association's Common Area; and

D. The cost of fire and extended liability insurance on the Common Area, and the cost of such other insurance as the Association may effect; and

E. The cost of utilities and other services which may be provided by the Association for the Common Area; and

F. The cost of maintaining, replacing, repairing and landscaping the Common Areas, including, without limitation, snowplowing, rubbish removal, mailboxes, perimeter buffering and screening, and repair or resurfacing on Mia Lane or the overflow parking area as deemed necessary and prudent by the Board of Directors, maintenance of the stormwater drainage system, maintenance of the sewer system, and the cost of the maintenance of all pathways upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

G. The cost of funding those reserves established by the Board of Directors of the Association.

The Board of Directors shall determine the amount of the general assessment annually, but may do so at more frequent intervals should circumstances so require. Upon Resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis, rather than on the monthly basis hereinabove provided. Any Member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of, an Annual Operating Budget for the Association that shall provide, without limitation, for the management, operation and maintenance of the Common Area. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Unit for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Units and the general assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the general assessment shall thereupon be sent to the Members. The omission by the Board of Directors before the expiration of any assessment period to fix the amount of the general assessment hereunder for that or the next period shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Member from the obligation to pay the general assessment, or any

installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new general assessment is fixed. No Member may exempt itself from liability for assessments by abandonment of any Unit belonging to it or by the abandonment of its right to the use and enjoyment of the Common Area.

Except as may be specifically provided for herein, or in each Supplementary Declaration recorded hereafter, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any structures located on the Limited Common or Common areas, or their appurtenances, and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Area. The owner of any Unit shall, at its own expense, maintain its Unit and structures thereon, and any and all appurtenances thereto, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

Section 2: Special Maintenance Assessments. In addition to the general assessments authorized by this Article, the Association may levy, in any assessment year, a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described Capital Improvement located upon, or forming a part of, the Common Area, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members of the Association who are voting, in person or by proxy, at a meeting duly called for this purpose.

Section 3: Reserves for Replacements. The Association may establish and maintain a reserve fund for replacements of the Common Area by the allocation, and payment monthly to such reserve fund, of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a Common Expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United State of America.

Section 4: Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform and equal rate for all Units, with the exception of fees incurred pursuant to Article VI, Sections 7 and 8 herein (which shall be designated the sole and exclusive obligation of such Owner in breach of these Covenants and Restrictions) and with the exception of limited maintenance assessments pursuant to Section 3 above (which shall be assessed in accordance with said section).

Section 5: Certificate Regarding Status of Unit Assessments. The Directors shall upon demand furnish a certificate in recordable form setting forth whether the assessments on a specified Unit have been paid. Such a certificate may be signed by either the elected Treasurer or the elected President of the Association.

Section 6: Unpaid Assessments. Any assessment (general, special, and limited) not paid within thirty (30) days after the due date shall be considered delinquent, shall bear interest from the due date at a rate as provided and set forth in the Bylaws, and shall, together with the

aforesaid interest thereon and the costs of collection thereof (including reasonable attorneys fees), thereupon become a continuing lien on that Unit and shall be binding upon the Owner thereof, its heirs, devisees, personal representatives, successors and assigns. The Directors, on behalf of the Association, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in the manner as a mortgage on real estate or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, penalties and cost of collection may be maintained against the Unit owner personally without foreclosing or waiving the lien securing such assessment.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

Section 1: The Association shall have one (1) class of voting Membership. The Members of the Association shall have no redemptive rights, as such Members, to acquire any Memberships of this Association that may, at any time, be issued by the Association, except as may be specifically provided in this Article.

Section 2: The Association shall elect a minimum of three (3) Directors to manage Association business. The Directors shall be chosen, and shall serve terms, as designated and set forth in the Bylaws of the Association. Directors shall elect corporate officers, which shall consist of a President, a Vice President, and a Treasurer.

Section 3: Meetings shall be called and conducted, and notices thereof sent, as provided and set forth in the Bylaws.

ARTICLE VI
EASEMENTS and TRAILS

Section 1: Each Unit Owner as well as the owner(s) of the area identified as Open Space, their heirs, personal representatives, successors and assigns and guests are hereby granted perpetual easement, to be used by foot or by motor vehicle, and for all utilities, in common over Mia Lane.

Section 2: Each Unit owner, their heirs, personal representatives, successors and assigns, and guests are hereby granted a perpetual easement over the Open Space to be used on foot as depicted on the Plan.

ARTICLE VII
PROTECTIVE COVENANTS

Developer hereby declares that the following protective covenants shall apply to all Units in Mia Lane Multifamily Condominium for the benefit of all Owners. These covenants shall become effective immediately and shall run with the land described in any deed of conveyance, and be binding upon all persons claiming under the Developer, as Developer or otherwise, until termination by operation of law, or as hereinafter provided. The covenants and restrictions set

forth herein shall be referenced in any future deeds of Units in Mia Lane Multifamily Condominium.

Section 1. Each Unit shall be used for single family residential purposes excepting that home occupations or businesses are permitted subject to the requirements of the Town Of Wells Land Use Code. Any other uses as allowed by the Wells Land Use Code or other applicable ordinances are subject to review and approval by the Board of Directors of the Association.

Section 2. Only one dwelling, as defined by the Wells Land Use Code shall be permitted on any Limited Common area. No dwelling shall exceed two and one half stories in height. No dwelling shall be constructed with less than ___ square feet of living areas, excluding garage, basement, deck, porch, attic and or barn area. Accessory structures, (sheds, garages, pools, etc.) and such additional structures as shall from time to time be used in connection with residential uses situated in similar neighborhoods are permitted subject to any requirement as specified on the Plan. Children's swing set, jungle gyms, wading pools and similar play equipment may only be maintained in rear yards within the Limited Common Element ("LCE") of each Unit. (For the purpose of this provision, the term "rear yard" shall mean the area located on the opposite side of the house from the front door.)

Section 3. Each dwelling shall be supported by a solid masonry foundation or slab. All exterior portions of chimneys and fireplaces shall be of brick or stone construction. No cinder block chimneys are allowed on the exterior of any dwelling or structure (Unit).

Section 4. Construction of a dwelling, once begun, shall be pursued diligently and completed within one year. All construction equipment and material used during construction of a Unit shall be off-loaded adjacent to the Unit and not upon any other Common area. It shall be the responsibility of the Unit owner to repair any damage to Mia Lane, the Condominium Association property or adjacent slopes and Common Areas resulting from the transportation and delivery of and building/construction materials.

Section 5. The development of all Units shall be done in such a manner so as to retain and preserve the natural vegetation, trees, shrubs and other beneficial flora existing adjacent to the Unit and its Limited Common Area. Vegetation which is hazardous to the Unit owner (e.g., dead trees or invasive species such as sumac, bittersweet or Japanese Knotweed) or that may impede proper drainage of the Limited Common or Common areas may be removed in accordance with Town Code requirements.

Section 6. No Unit owner, or his/her/their invitees or guests, or any other individual (other than emergency and/or police vehicles) shall be allowed or authorized to park any vehicles on property other than to pick up or drop off individuals or personal property, e.g., trailers, on Mia Lane other than in the overflow parking area shown on the plans. All violations of this restriction shall be strictly enforced through appropriate measures by the Association.

Section 7. No swine, kennels, small poultry, farm animals or any livestock other than household pets normally housed in a dwelling house shall be kept, bred, maintained or allowed on any Limited Common or Common areas unless approved in writing by the Homeowners

Association. A reasonable number of domestic pets are permitted, but shall not be bred or maintained for the purpose of resale. No pet shall create unreasonable noise or create a nuisance or annoyance to neighbors.

Section 8. Propane tanks, satellite dishes and other communications equipment are permitted; however, such equipment must be fully screened so that they cannot be viewed from Mia Lane and adjacent Units.

Section 9. No man-made fences or walls shall be erected or placed upon any Common or Limited Common areas unless approved in writing by the Board of Directors. Each Unit owner shall keep and maintain the Limited Common Area in a neat, attractive and safe condition.

Section 10. No trash, ashes or other refuse, junk, vehicles in disrepair, brushwood or unsightly objects shall be kept or permitted on any Limited Common Area or in the Open Space except in sanitary containers from public view.

Section 11. No structure of a temporary nature, including, but not limited to; house trailers, mobile homes, auto homes, campers, trailer of any kind, basements, tents, shacks, or garages, shall be used as a residence, either temporary or permanent. No inactive automobiles, motorcycles, motor homes, or snowmobiles shall be stored anywhere except in an enclosed garage. No Unit shall be rented as a short-term (less than 6 months) rental.

Section 12. Units and accessory structures, as are permitted, shall be painted or sided in “earth tones.” In the event there is any question as to the nature of a particular color and whether it meets the definition of “earth tones”, then the Board of Directors shall have the absolute right to make a final decision. The use of T1-11 or other plywood type siding is not permitted.

Section 13. No snow, ice, gravel, loam compost, leaves, fertilizers or other mineral waste products or commodities shall be piled or stored within ten (10) feet of boundaries of any Unit, Limited Common, or Common areas; and snow and ice shall only be deposited within roadway rights-of-way in designated storage locations depicted on the Plan.

Section 14. Unit owners shall properly install and regularly maintain the drainage culverts under their driveways so that the water properly drains through the Limited Common/Common areas. In addition, all Unit owners shall properly and regularly maintain the drainage swales across their Limited Common area (if any) so that water properly drains through the areas. Failure to do so shall subject a Unit owner to fines and corrective action by the Association, including entry upon their Limited Common area by the Association to correct the drainage and assessment against the Unit owner for the cost of such corrective action. Unit Limited Common areas shall be graded generally to be consistent with the Plan and stormwater management system. All driveways shall be constructed in such fashion so as not to impede or adversely affect the drainage of surface water in the location of the streets as shown on said plan.

Section 15. Common (Open Space) areas containing approximately ___ acres shall be maintained as wooded open space for the use and enjoyment of all Unit owners of and shall permit the continued use of any existing trails within the Open Space. The creation of passive use trails for walking, hiking and associated activities excepting that no motorized use shall is

prohibited within wetlands and wetland buffers; all of these areas shall exist in perpetuity as no-cut, no-disturb buffers. Cutting of trees or vegetation which are dead, diseased, invasive, pose safety hazards or necessary to maintain existing paths and tote roads shall be permitted.

Section 16. No Unit owner may do or permit anything to be done on their Limited Common area which is or may constitute a nuisance, or violate any Rule established by the Association.

Section 17. Until the expiration of five (5) years from the date of sale of entire interest in the condominium, exterior building designs and Unit site plan including, but not limited to, building placement, building construction, or building exterior modifications, site grading must receive the written approval of the original Developer, their successors and specific assigns, prior to the commencement of any construction activity. Such approval shall not be unreasonably withheld but such plans and designs must be harmonious with other structures in such subdivision.

Section 18: The Association shall have control over the common areas and its Directors shall enforce the aforementioned covenants. In addition to any other remedies provided for the Association herein, upon the apparent breach of Protective Covenants by any Unit Owner (s), the Directors on behalf of the Association, shall notify said Owner(s) by certified mail of such breach, and include a reasonable description of the actions necessary to correct or cure such breach. If said Owner (s) does not take corrective action within seven (7) days from receipt of said notice, or object to the proposed action to be taken within said time period, the Directors shall, without further notice, be entitled to take such action as set forth in the Notice and to surcharge as a special assessment to said Owner (s) solely for all necessary and incidental expenses, including attorney's fees incurred in taking such corrective action. For this purpose, the Association or any agent thereof shall and by these presents, does have the right to enter upon land of any such breaching Owner to clean all drainage easements of all debris, to clean and maintain the culverts required by said Plan, or to remove drainage water in accordance with the Plan, and to ensure the individual Limited Common Area drainage patterns set forth on the Plan, or to ensure compliance with any other applicable covenant, restriction or condition, including any condition of approval of the Town of Wells, Maine.

Section 19: Enforcement shall be by the Association as Plaintiff in a proper case, or by any Owner by proceeding at law or in equity against any persons violating, or attempting to violate any covenants, restrictions or conditions, either to restrain violation or to recover damages, or both, in the sole discretion of the party so proceeding. Any party successfully enforcing any of these covenants shall be entitled to recover against the party violating such covenant (s), as a monetary award, for the reasonable attorney's fees and costs incurred in such enforcement proceedings.

ARTICLE VIII
RESERVATION OF RIGHTS AND EASEMENTS

Developer reserves the following rights and easements:

Section 1: The right to install, maintain, repair and replace under, over and upon the common property and areas designated as easements or rights of way on the plan, and any ways on which said land abuts, or shall abut, such electric light, power, telephone and telegraph cables and wires, water, sewer and drainage pipes, mains and conduits, catch basins, surface drains and culverts, and such other facilities, installations, appurtenances and things as Developer may deem necessary or convenient in connection with the provision of adequate drainage, sewerage disposal, water, electricity, telephone communications and other utilities to any portion of the property, and for the benefit of any other land owned by Developer, its successors and assigns, including, but not limited to adjoining property, now owned or hereafter acquired by Developer, which Developer may choose to develop in the future; all of which rights and easements, Developer, its successors and assigns, may assign to telephone, telegraph, power, water and other public and private utility companies and corporations as Developer may determine.

Section 2: In addition to such rights reserved in Section 1, above, the Developer reserves unto themselves, heirs, and assigns, easements and rights of ways 10 feet in width along front lines of all Limited Common areas, and located entirely within said areas shown on the Plan for the purposes relating to the grading and installation of utilities and drainage structures.

Section 3: The right to add to or designate additional lands or areas as common areas as herein defined, or to dedicate and subject additional lands to the terms and conditions of this Declaration.

Section 4: An assignable easement and right of way over all ways and other common spaces shown on the plan for ingress and egress by Developer to adjoining property as may hereafter be acquired by Developer, its successors and assigns for all purposes related to development of such adjoining property and for permanent egress and ingress to such adjoining property by future owners of homes therein.

Section 5: The right to enter upon the land of any pre-developed sold or unsold Unit for the purpose of selectively cutting trees and clearing trees and brush to improve the physical appearance of the land.

Section 6: The right to waive or modify certain of the conditions, covenants and restrictions set forth in Article VI with respect to any additional lands dedicated and subject to the terms and conditions of this Declaration.

ARTICLE IX

GENERAL PROVISIONS

Section 1: Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 2: The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall be recorded at the York County Registry of Deeds. This Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of said Unit Owners. Any amendments hereto must be recorded at the York County Registry of Deeds.

WITNESS:

DEVELOPERS:

Kevin Hill

STATE OF MAINE

York, ss

_____, 2025

Then personally appeared the above named Kevin Hill and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/ Attorney-at-Law

WARRANTY DEED

Gilchrest Development, Inc., a Massachusetts limited liability company, for consideration paid, grant to _____, whose mailing address is _____.

with Warranty Covenants, as joint tenants,

1/6th individual interest of land (see Exhibits A and B) in Wells, York County, Maine, more particularly described as follows:

The land depicted on the Final Subdivision Plan, Mia Lane Multifamily Condominium, at 88 Burnt Mill Road, Wells, York County, Maine, created pursuant to the provisions of the Maine Condominium Act, by Declaration dated _____, 2025 recorded in the York County Registry of Deeds, Book _____, Page _____ (add reference to recording data for amendments to declaration, if any)

Unit _____ of Mia Lane Condominiums is conveyed with the benefit(s) of and subject to:

- (1) Provisions of (a) the Maine Condominium Act, as that statute may be amended from time to time; (b) the above-referenced Declaration, including any Grantor’s percentage ownership of the common elements as set forth in said Declaration, as the same may be amended from time to time by instrument recorded at the York County Registry of Deeds;
- (2) Existing rights, obligations, easements, restrictions, licenses, covenants, and conditions reserved or contained or referenced in the Declaration;
- (3) Such taxes and assessments allocable to the Unit for the current fiscal (tax) year as are not due and payable on the date of delivery of this Deed.
- (4) Provisions of Title of record per YCRD Book 18883, Page 386.

Witness, _____, hand and seal this _____ day of _____, 2025.

Signed, Sealed, and Delivered
In the presence of

Gilchrest Development, Inc.
by [____], its Manager

STATE OF MAINE,
County of York, ss.

_____, 2025

Then personally appeared the above-named _____, duly authorized Manager of Gilchrest Development, Inc., and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, before me,

Notary Public, Attorney at Law

Subject to the Following:

EXHIBIT A – LEGAL DESCRIPTION

[To be transposed from YCRD Book 18883, Page 386]

EXHIBIT B – ALLOCATED INTERESTS

[Together with a vehicular and pedestrian easement for access and the installation of utilities across a travelway running from Burnt Mill Road in a southwesterly direction to the premises, as shown on said Recorded Plan]

[Common Element Descriptions to be prepared for Common Elements of Common Open Space, Community Mailbox, and Guest/Overflow Parking Area]

Unit No.	% Common Charge Liability & Ownership	Votes
1	16.67%	1
2	16.67%	1
3	16.67%	1
4	16.67%	1
5	16.67%	1
6	16.67%	1
<hr/>		
	100%	6

EXHIBIT C – CONDOMINIUM PLAT

[To be attached as prepared]

EXHIBIT D – BYLAWS

[Previously prepared and submitted as part of July 8th, 2025 application package]

EXHIBIT E – STORMWATER MAINTENANCE REQUIREMENTS

[To be updated pending MDEP Order on Stormwater Permit-by-Rule]