

AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR
THE FOREST, A SUBDIVISION
WELLS, MAINE

This Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter "Declaration") made this 1st day of July, 1999 which supersedes a previous Declaration recorded in York County Registry of Deeds in Book 9334, Page 299, by GS Phoenix LLC, a New Hampshire limited liability company, having a mailing address of P.O. Box 849, Lincoln, New Hampshire, 03251 (hereinafter the "Declarant):

WITNESSETH:

WHEREAS, Declarant is the owner of a certain parcel of land located in the Town of Wells, State of Maine (hereinafter the "Subdivision"), as shown on the Subdivision Plan identified below, the boundaries of which are described in Exhibit A attached hereto; and

WHEREAS, Declarant desires to make the Subdivision subject to this Declaration in order to: (a) provide for the operation, maintenance, repair and replacement of certain common facilities and amenities located on the Subdivision Property; and (b) preserve the environment of the Subdivision and, to this end, desires to subject the Subdivision to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Subdivision and each owner of a Lot therein; and

WHEREAS, Declarant has deemed it desirable to create a private, non-profit corporation to which should be delegated and assigned the authority to: (a) carry out certain responsibilities relating to the common facilities and amenities described herein and (b) administer and enforce the covenants, restrictions, easements, charges and liens set forth herein; and

WHEREAS, Declarant has established under the laws of the State of Maine a private, non-profit corporation, Forest Homeowners' Association, for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Declarant declares that the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

*Return to:
James L. Bartlett, PA
P.O. Box 836, York, ME 03909*

ARTICLE 1

DEFINITIONS

The following words, when used in this Declaration or any Amendment thereto (unless the context shall prohibit) shall have the following meanings:

1.01 "Architectural Control Committee" shall mean and refer to the Committee established pursuant to Article 10 of the Declaration.

1.02 "Articles" shall mean and refer to the Articles of Agreement which are or shall be filed in the Office of the Maine Secretary of State and which establish the Association.

1.03 "Assessment" shall mean a share of the funds required and which are to be assessed against an Owner and Lot for the payment of costs incurred by the Association for and including, but not limited to:

- (a) costs of maintaining roadways, streetlights, sewer, water, drainage and other similar facilities if not accepted for maintenance by governmental jurisdictions,
- (b) cost of maintaining dedicated open space,
- (c) costs of operating and maintaining community amenity facilities including community building, pool and tennis courts
- (d) removal of refuse from the Subdivision,
- (e) costs for goods and services determined by the Board to benefit the members,
- (f) reserves as determined by the Board,
- (g) the maintenance and landscaping of roads and common areas in the Subdivision, and
- (h) incidental costs related to administration and enforcement of the covenants and restrictions described herein.

1.04 "Association" shall mean and refer to the FOREST HOMEOWNERS' ASSOCIATION, INC., a private, non-profit corporation organized and existing under the laws of the State of Maine.

1.05 "Board" shall mean and refer to the Board of Directors of the Association.

1.06 "By-Laws" shall mean and refer to the By-Laws of the Association and any amendments thereto.

1.07 "Common Expenses" Shall mean the expenses for which each such owner is liable, which shall include, but not be limited to:

- (a) costs of maintaining roadways, streetlights, sewer, water, drainage and other similar facilities if not accepted for maintenance by governmental jurisdictions,
- (b) cost of maintaining dedicated open space,
- (c) costs of operating and maintaining community amenity facilities including community building, pool and tennis courts
- (d) removal of refuse from the Subdivision,
- (e) costs for goods or services determined by the Board to benefit the members,
- (f) reserves as determined by the Board,
- (g) the maintenance and landscaping of roads and common areas in the Subdivision, and
- (h) incidental costs related to administration and enforcement of the covenants and restrictions described herein.

1.08 "Common Properties" shall mean the certain real and personal property designated for ownership by the Association and dedicated to the common use of Owners, including, but not limited to the road servicing the Subdivision, recreational amenities, utility facilities not dedicated to governmental entities and dedicated open space.

1.09 "Declarant" shall mean and refer to GS Phoenix LLC, a NH limited liability company, and its successors and assigns, who may acquire all or a portion of the Subdivision for development purposes, or a mortgagee who acquires title to any portion of the Subdivision by foreclosure against a Declarant.

1.10 "Lot" shall mean and refer to an improved or unimproved residential lot, as shown upon one or more Subdivision Plans, together with any dwelling unit and other improvements located thereon.

1.11 "Member" shall mean and refer to all Owners who shall be members of the Association in accordance with the provisions of Article 6 hereof.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but, notwithstanding any applicable theory of title, the term Owner shall not include any mortgagee of a Lot until the mortgagee has acquired fee simple title pursuant to foreclosure or any proceedings in lieu of foreclosure.

1.13 "Subdivision Plan" shall mean and refer to the Plan of Land entitled, "Plan of The Forest in the Town of Wells, Maine, prepared by Attar Engineering, Inc." recorded in the York County Registry of Deeds in Plan Book 246, Pages 28-31 on February 4, 1999, *as may be amended from time to time* together with such other plans as may be hereafter recorded designating individual lots of record on a Lot in the Subdivision.

ARTICLE 2

TERM OF DECLARATION

2.01 Term. This Declaration shall run with, apply to, and bind the Subdivision in perpetuity and shall inure to the benefit of, and be enforceable by the Declarant and Owners, as appropriate, and their respective legal representative, heirs, successors and assigns, except that the covenants and restrictions in Article 3 shall have an initial term of fifteen (15) years from the date this Declaration is recorded in the York County Registry of Deeds, at the end of which such covenants and restrictions shall be automatically extended for successive periods of five (5) years, unless at least two-thirds of the Owners vote to terminate any or all of said covenants and restrictions at a duly noticed and held meeting in compliance with the provisions of the By-Laws of the Association.

2.02 Persons Bound. Unless otherwise indicated, all covenants, restrictions, easements, charges and liens herein are imposed on, charged on, and run with the land and bind not only the original purchaser of the Lots in the Subdivision, but also their assigns, grantees, legal representative, heirs and mortgagees. Failure to specifically refer to and include or incorporate this Declaration in deeds to Lots in the Subdivision shall not in any manner affect the validity and effectiveness of this Declaration upon any Lot made subject thereto.

ARTICLE 3

GENERAL COVENANTS AND RESTRICTIONS ON SUBDIVISION LOTS

3.01 No Lot intended as an individual residential lot as shown on a Subdivision Plan shall be further subdivided, except that lot line revisions shall be permitted subject to the written approval of the Declarant.

3.02 No structure may be erected on any Lot other than a single detached residence, designed for the use and occupancy of a single family. All homes must also have a two-car attached automobile garage.

3.03 Until December 31, 2009 or for so long as the Declarant owns any of the Lots in the Subdivision, whichever is later, no residence, garage or other structure or amenity shall be erected until plans have been submitted to and approved in writing by the Declarant or his successors or assigns. Said plans shall include, but not be limited to the primary structure, landscaping, exterior elevations, including exterior color and harmony of design with existing structures located in the Subdivision, including location with respect to topography and finish grade elevation.

3.04 Lot grades shall not be changed in such a way as to divert the natural flow of water onto adjoining Lots, roads and common drainage systems, with a resulting adverse effect thereon.

3.05 No building or structure shall be erected, except in conformity with the following setback and other land use requirements, or those of the Town of Wells, whichever are more restrictive:

Front: 25' minimum from road
Side: 15' minimum from side lot lines
Rear: 25' minimum from rear lot line

Exceptions to the setback requirements set forth above may be granted within the sole discretion of the Declarant, but only to the extent permitted by local law.

3.06 Each residence erected or constructed on any Lot shall contain a minimum of one thousand two hundred (1,200) square feet floor area. The method for determining the area of proposed buildings and structures shall be to multiply the outside horizontal dimensions of the building or structure at each floor level, excluding garages, breezeways, decks, porches, patios and terraces in the calculation of the minimum square foot area. Exceptions to this restriction may be granted within the sole discretion of the Declarant upon written application by an Owner or prospective owner.

3.07 No on-site septic system shall be constructed on any Lot. Upon the construction of any permitted structure on a Lot, such structure shall be connected to the Community

sewage disposal system ("Community Sewer System") owned and operated by the Wells Sanitary District, or any successor. All sewage and wastewater generated by or within any structure or on any Lot shall be disposed of by and discharged into the Community Sewer System. Each owner shall be responsible for paying, to the operator of the Community Sewer System, all fees and charges assessed by the operator of the Community Sewer System.

3.08 Once construction is commenced upon a Lot, completion of all construction shall be accomplished as soon as is reasonable and, in no event, shall it be longer than one year from the time of commencement to complete construction. Completion shall include, but shall not be limited to exterior finishing, exterior landscaping, decorating and driveways. Driveways shall be finished with asphalt, concrete or other hard, dustless finished surface approved by the Declarant.

3.09 No temporary building, shed, trailer, vehicle or structure shall be erected or placed on a Lot, except during the active phase of constructing a residence. For purposes of interpreting this clause, the "active phase of constructing" shall be limited to the period of one calendar year from the day work is commenced in clearing for the foundations of the residence. This restriction shall not apply to the Declarant, its successors or assigns.

3.10 No earth, stone or gravel removed from the site of a foundation shall be allowed to remain on a Lot in an unsightly manner.

3.11 No structure on a Lot shall be left with an unfinished exterior. The exterior of all structures shall be kept in a proper state of repair and maintenance.

3.12 All oil or gas fuel tanks shall be installed in the ground, installed on a concrete slab in either the garage, or constructed with a permitted wall or structure so that they shall not be visible from adjoining properties, roads and parking areas. If above ground or outside the home or garage the structure or wall must also be reasonably landscaped.

3.13 No incinerator shall be erected or maintained on any Lot.

3.14 All garbage and trash containers must be underground or place in an attractive and suitable walled or screened area so that they shall not be visible from adjoining properties, roads and parking areas.

3.15 No outdoor clothes drying areas shall be allowed, except in the rear yard and shall be situated so as not to be visible from the adjoining properties, roads and parking areas.

3.16 No trash, waste, filth, tools or garden equipment shall be allowed to accumulate on a Lot or the exterior of any structure in such a manner as to give an unsightly appearance, to create a nuisance or depreciate the Subdivision.

3.17 No private swimming pools, tennis courts or similar areas for outdoor physical activities or games, shall be erected or constructed on a Lot without the written approval of the Declarant.

3.18 The Subdivision shall be used for private residential purposes only, and no commercial, manufacturing or industrial use shall be permitted at any time, except for a professional home office; provided that:

(a) In no instance shall the permitted professional home office occupy a space greater than ten percent (10%) of the entire floor area of the unit in which it is contained; and

(b) No noise, odor or disorderly appearance shall be created which is unreasonably offensive to the surrounding Lots; and

3.19 An Owner, however, may in his absence, rent his residence for residential use, subject to the restrictions herein. In such events, the Owner, his tenant and their families are subject to the restrictions herein.

3.20 An Owner shall be entitled to rent or lease his Lot if:

(a) there is a written rental or lease agreement specifying that:

(i) the tenant shall be subject to all provisions of this Declaration, the By-Laws and Rules and Regulations adopted by the Board; and

(ii) a failure to comply with any provision of such Declaration, By-Laws and Rules and Regulations shall constitute a default under the agreement permitting the commencement of eviction proceedings in accordance with MAINE law;

(b) the Owner gives each tenant a copy of the Declaration, By-Laws and Rules and Regulations; and

(c) the Owner provides the Board with a copy of the lease agreement, together with written authorization to the Board to order the eviction of the tenant for violation of the terms of said lease or the Declaration, By-Laws or Rules and Regulations.

3.21 No mobile home, trailer or other similar, temporary or movable product or structure used as living area shall be erected, placed or caused to remain upon any Lot herein.

3.22 No vehicles shall be parked in driveways unless the length of the driveway is sufficient to hold the entire vehicle, and in no event shall vehicles be parked in such a manner as to inhibit or block access to Units, garages or parking areas. All parking areas shall be used solely for the parking and storage of motor vehicles used for personal transportation. Garage doors shall remain closed except when the garage is in use. No part of the Common Properties shall be used for repair, construction or reconstruction or any vehicle, boat or any other item or thing except in an emergency. As long as applicable ordinances and laws are observed, the Board may cause the removal of any vehicle that is in violation of this Declaration.

3.23 No obstruction of traffic on the Subdivision road and no blocking of entries to the various Lots by reason of the parking of vehicles and trailer are allowed. Lot Owners shall be responsible for any such obstruction by members of their households, their lessees, invitees and guests.

3.24 No snow, ice, gravel, loam, compost, leaves, fertilizers, other mineral waste products or commodities shall be piled or stored within ten (10) feet of lines of adjoining Lots; and snow and ice shall not be deposited on Subdivision roads, so as to create an obstruction to traffic or interfere with the view of adjoining Lot Owners.

3.25 No noise or disturbance shall be made, suffered or permitted on any Lot, so as to constitute a nuisance to adjoining or neighboring Lots in the Subdivision.

3.26 Any purchaser of a Lot in the Subdivision shall be allowed to keep on his premises a maximum of four (4) common domestic household animals. In interpreting this clause, domestic animals shall be dogs, cats, birds, and related animals. Any and all other animals shall be considered non-domestic. Under no circumstances shall commercial dog kennels or veterinary facilities be allowed. The Board may adopt rules and regulations to govern the keeping of pets so as to insure that no pets of an Owner interfere with the rights of other Owners to quiet enjoyment of the Subdivision Property. Owners shall be responsible for the clean up of all waste matter of their pets. The Board may issue fines or order the removal of pets from the Subdivision for repeated violations of these restrictions.

3.27 Only one "For Sale" sign, not larger than six (6) square feet may be erected or displayed on any Lot or on any structure in the Subdivision. No other signs or displays, including, but not limited to commercial signs, shall be erected or displayed on the Lots or structures, except with the written permission of the Homeowners Association.

3.28 No trees may be removed from the setback portion of any Lot without the written consent of the Architectural Control Committee described in article 9.

ARTICLE 4

COMMON PROPERTIES; EASEMENTS

4.01 Members' Easement of Enjoyment. Subject to the provisions of this Declaration, and the By-Laws and Rules and Regulations of the Association, every Owner of a Lot shall have a right and easement of use and enjoyment in and to use the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

4.02 Title to Common Properties. The title to the Common Properties shall be conveyed in fee simple to the Association by the Declarant no later than December 31, 2009.

4.03 Easements. The Subdivision and the rights and easement of enjoyment created hereby shall be subject to the following easements:

(a) Every Owner shall have an easement in the Common Properties to use the roads, walks and other common improvements located thereon, subject to the right of the Association to promulgate rules and regulations for the protection, use and enjoyment of the Common Properties or to suspend the voting rights of any Owner for any period during which any Assessment remains unpaid.

(b) The right of the Association to dedicate or transfer any part of the Common Properties to any municipal, county, state, federal, or other public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by majority vote of the Owners at a duly noticed and held meeting in accordance with the By-Laws.

(c) The Declarant reserves a perpetual, non-exclusive, transferable easement, without limitation or restriction, to facilitate development of property now owned or hereafter acquired by the Declarant, its successors and assigns adjacent to or near the Subdivision. Such easement shall include the right to construct, connect to and use access ways and roadways, utilities, walkways and other portions of the Subdivision property in connection with the construction of improvements and for necessary or desirable access and utility service to and from such adjacent and nearby properties.

(d) A blanket non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, across, and through the Subdivision for the purpose of installation, maintenance, repair and replacement of all utility lines and any other equipment and machinery necessary or incidental for the proper function of any utility systems serving the Subdivision or any other development on adjacent or nearby land, which easements may be specifically conveyed to a public utility or municipality supplying the service. The easements created by this section 4.03(d) shall include, without limitation, rights of the Declarant or the appropriate utility or service

company or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, equipment, ducts and vents over, under, through, along and on the Lots and Common Properties. Notwithstanding the foregoing, any such easement shall not be exercised as to materially interfere with the use or occupancy of any residence on a Lot.

(e) A blanket and non-exclusive easement is reserved for the Declarant, its successors and assigns, in, upon, over, under, through and across the Subdivision as long as the Declarant, its successors and assigns shall be engaged in the construction, development and sale of lots and units within the Subdivision and on any contiguous land now or hereafter owned by the Declarant, for the purpose of construction, installation, maintenance and repair of existing and future building and related activities, including extension of and connection with Subdivision roads and utility system for such development.

4.04 Common Driveways. In certain cases, a single driveway may serve two or more of the Lots in the Subdivision. The Owner of each Lot served by any such common driveway shall have a non-exclusive right and easement to use the driveway and shall bear a proportionate share of the costs of maintaining, repairing and replacing the common driveway.

4.05 Use and Maintenance of Forest Road. Each Lot shall be benefited with a non-exclusive right and easement to use the private roadway known as "Forest Road" which provides access from US 1. The Common Expenses shall include the Owners' proportionate share of the costs (the "Road Costs") of maintenance, repair and replacement of Forest Road. Such proportionate share shall be allocated in accordance with the maximum number of Lots in the Subdivision. Unless and until additional Lots become entitled to use Forest Road, the Association shall pay all of the Road Costs. The Association's obligation to pay such Road Costs shall cease if Forest Road is accepted by the Town of Wells or otherwise becomes a public way.

ARTICLE 5

ASSESSMENTS

5.01 General. The making and collecting of Assessments against Members for Common Expenses shall be pursuant to the By-Laws of the Association.

5.02 Share of the Common Expenses. Each Member shall be liable for an equal share of the common expenses except that the Declarant shall pay all direct costs necessary to operate the Association and maintain its property until January 1, 2001.

5.03 Annual Assessment. The annual common expense incurred for operation, maintenance, improvement and repair of the Common Properties shall be estimated in accordance with the By-Laws of the Association. The Annual Assessment will be payable in monthly or quarterly installments based on the projected annual common expense, with the final monthly or quarterly payment in each year adjusted to reflect actual expenses.

5.04 Non-Waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Properties or by the abandoning of a Lot for which assessments is made.

5.05 Interest, Application of Payment. Assessments and installments of such assessments paid on or before fifteen (15) days after date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum annual rate permissible under law) from the date when due until paid. All payments on accounts shall be first applied to interest and then to the assessment first due.

5.06 Lien for Assessments. The Association shall have a lien on each Lot for any unpaid assessments, together with interest thereon against the Owner of such Lot, together with a lien on all real property, improvements and tangible personal property located upon said Lot, except that such lien upon the aforesaid tangible personal property shall be subordinated to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association, to the extent allowable by law, incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and shall be payable by owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each Owner in payment of his obligation for use, charges and operation costs likewise referred to as common expenses.

5.07 Subordination of the Lien to Mortgages. The lien for assessments as hereinabove provided for shall be subordinated to inferior to the lien of any institutional mortgage or mortgages. Sale or transfer shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to the mortgage of any institutional lender, pursuant to foreclosure proceedings under such mortgage or any proceeding or deed in lieu of foreclose thereof, shall extinguish the lien of such assessments as to payments thereof, which became due prior to such sales or transfer.

5.08 Collection and Foreclosures. The Board of Directors may take such actions as they deem necessary to collect assessments of the Association by personal action, or by enforcing the foreclosing interests of the Association.

ARTICLE 6

FOREST ASSOCIATION INC.

6.01 Association. In order to provide for the proficient and effective administration of the Subdivision by the Owners of Units, a non-profit corporation known and designated as Forest Association, Inc. has been organized under the laws of the State of Maine, and said corporation shall administer the operation and management of the Subdivision and undertake and perform all actions and duties incident thereto and in accordance with the terms, provision and conditions of this Declaration and in accordance with the terms of the Articles of Association of the Association, its By-Laws and Rules and Regulations promulgated by the Association from time to time.

6.02 Articles of Association. A copy of the Articles of Association of the Association will be filed with the Maine Secretary of State.

6.03 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain or repair portions of the Subdivision, the Association shall not be liable to any Owner for injury or damage, other than the costs of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

6.04 Restraint Upon Assignment of Shares and Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot.

6.05 Approval or Disapproval of Matters. Whenever the decision of a Member is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

6.06 Membership. The record Owners of Lots in the Subdivision shall be Members of the Association and no other persons or entities, except for Declarant shall be entitled to membership. Membership shall be established by acquisition of ownership of fee title to or fee or other interest approved by the Association's Board of Directors interest in a Lot, whether by conveyance, devise, judicial decree, foreclosure or otherwise, subject to the provision of this Declaration and by the recordation in the York County Registry of Deeds of the deed or other instrument establishing the acquisition and designating the Lot affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as to the Lot designated shall be irrevocably and automatically terminated.

6.07 Voting. Except as otherwise set forth in the Articles of Association or By-Laws regarding Declarant's voting rights, on all matters to which the members shall be entitled to vote, there shall be only one vote for each Lot.

6.08 Control by Declarant. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, Declarant shall have the sole and exclusive right to appoint officers and directors of the Association, until the earliest to occur of the following:

1. December 31, 2009; or
2. Declarant's written notice to the Association of its election to transfer control to the Association.

During the period of control as set forth herein, Members of the Association, otherwise qualified hereunder, shall have non-voting membership, unless the provisions of this sentence expressly are waived relative to a particular issue by a writing signed by the Declarant. Upon Declarant turning control of the Association over to the Members as provided herein, it shall file appropriate documents in the York County Registry of Deeds. Thereafter, for so long as Declarant has any ownership interest in Subdivision property, it shall continue to have the right to appoint one Member of the Board of Directors as provided in the By-Laws.

ARTICLE 7

NOTICES TO ASSOCIATION

7.01 Notice of Lien. An Owner shall give notice to the Association of every lien upon his Lot other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

7.02 Notice of Suit. An Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Lot; such notice to be given within five (5) days after the Owner receives knowledge thereof.

7.03 Failure to Comply. Failure to comply with this Article 7 will not affect the validity of any judicial sale or foreclosure proceedings or deed in lieu of foreclosure.

ARTICLE 8

AMENDMENTS

8.01 General. The covenants, restrictions, easements, charges and liens of this Declaration may be amended from time to time, but only by an instrument signed by not less than sixty percent (60%) of the Owners (including Declarant) or accompanied by a certificate of the Secretary of the Association that such a vote was cast at a duly called and held meeting of the Owners. However, until the Declarant has completed all of the contemplated improvements and closed the sales of all Lots within the Subdivision, or December 31, 2009, whichever occurs earlier, no amendment(s) to this Declaration shall be effective, unless joined by the Declarant. It is further provided that in order to be effective any amendment to the Declaration must be recorded in the York County Registry of Deeds.

8.02 Declarant's Rights. Notwithstanding anything herein to the contrary, the Declarant reserves the right to alter and amend this Declaration, as it deems necessary and /or appropriate for the protection and enhancement of the Subdivision or of any adjacent or contiguous land owned by the Declarant, and the Declarant shall not require or need the joinder of any Lot Owners, prior to such time as the Declarant conveys the last Lot of the Subdivision, elects to terminate its control over the Association or December 31, 2009, whichever shall first occur; provided, however, that all such amendments shall be in compliance with the applicable laws of the State of MAINE.

8.03 Restricted Amendments. No amendment shall discriminate against any Owner or against any Lot unless the Owner so affected and his institutional mortgagee shall consent; and no amendment may change the method by which the Owner shares the Common Expenses unless the Owner and his institutional mortgagees join in the execution of the amendment, except as otherwise provided herein.

ARTICLE 9

ARCHITECTURAL REVIEW COMMITTEE

9.01 Applicability. The Architectural Review Committee shall be the Declarant, until Declarant elects to terminate its control over the Association, or December 31, 2009, whichever shall first occur, after which it shall be the Board, or a committee appointed by the Board, in accordance with the provisions of this Article. If the Board appoints a committee to perform the architectural review functions, there shall be no less than two (2) members and no more than four (4) members, all of whom must be Lot Owners or officers of the Declarant. The terms of office shall be as designated by the Board. Any Owner who wishes to make any alteration or addition which will affect the exterior of any structure on his Lot is required to obtain the approval of the Architectural Review Committee pursuant to this Article prior to making any such alteration or addition. Any

Owner who makes an alteration or addition without the prior approval of the Architectural Review Committee shall be deemed to be in violation of this Declaration; and the Architectural Review Committee, upon its own motion, shall proceed as though the Owner gave the notice of completion as specified in Section 9.08. Nothing in this Article shall be deemed to relieve any Owner from obtaining all necessary consents and permits and otherwise complying with all applicable State and local Laws and ordinances.

9.02 Duties. The Architectural Review Committee shall consider and act upon proposals and/or plans submitted pursuant to this Article. The Architectural Review Committee, from time to time and in its sole discretion, may propose architectural rules, regulations and guidelines ("Architectural Standard"). The Architectural Standard shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Subdivision; provided, however, that the architectural Standards may be accepted as Rules when adopted in accordance with the provisions of the By-Laws.

9.03 Application for Approval of Improvements. Any Owner, except Declarant and its designated agents, who wants to perform any alteration or addition of which approval is required shall notify the Architectural Review Committee in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Review Committee.

9.04 Basis for Approval of Improvements. The Architectural Review Committee may approve the proposal only if the Architectural Review Committee finds that:

(a) the plans and specifications conform to this Declaration and to the Architectural Standards in effect at the time the proposal was submitted.

(b) the proposed alteration or addition will be consistent with the standards of the Subdivision and the provisions of this Declaration as to quality of workmanship and materials, harmony of exterior design and visibility with respect to existing structures, environment location with respect to topography and finished grade elevations; and

(c) the proposed alteration or improvement is in conformance with conditions imposed by the Town of Wells on the development of the Subdivision.

9.05 Form of Approvals and Denials. All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within forty-five (45) days from the date of submission shall be deemed approved.

9.06 Proceeding with Work. Upon approval of the Architectural Review Committee the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within one year from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Architectural Review Committee extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Architectural Review Committee finds that there has been no change in the circumstances under which the original approval was granted.

9.07 Failure to Complete Work. Completion of the work approved must occur in the twelve (12) month period following the approval of the work unless the Architectural Review Committee determines that completion is impossible or would result in great hardship to the Owner due to strike, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If Owner fails to complete the work within the one year period, the Architectural Review Committee shall proceed in accordance with the provisions of Section 9.08.2 below

9.08 Determination of Compliance. Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows.

9.08.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Architectural Review Committee. If the Owner fails to give notice of completion of work performed for which approval was required, the Architectural Review Committee may proceed upon its own motion.

9.08.2 Within sixty (60) days the Architectural Review Committee shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Architectural Review Committee finds that the work was not performed in substantial compliance with the approval granted or if the Architectural Review Committee finds that the approval required was not obtained, the Architectural Review Committee shall notify the Owner in writing of the non-compliance and shall require the Owner to remedy the non-compliance.

9.09 Failure to Remedy the Non-Compliance. If the Architectural Review Committee had determined that an Owner has not constructed an Improvement consistent with the specifications of the approval granted and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Board shall provide Notice and Hearing to consider the Owner's continuing non-compliance. At the Hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall then require the Owner to remedy or remove the same within a period of no more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period

or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the non-compliance. The costs of such action shall be assessed against the Owner as a Reimbursement Assessment.

9.10 Waiver. Approval of any plan, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

9.11 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Architectural Review Committee by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Review Committee shall record an estoppel certificate, executed by any two (2) Directors, certifying that as of the date thereof, either:

(a) the work completed complies with this Declaration or;

(b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through any of them.

9.12 Liability. If the Committee has acted in good faith on the basis of such information possessed by them, neither the Architectural Review Committee nor any Director shall be liable to the Association, or to any Owner for any damage, loss or prejudice suffered or claimed due to:

(a) the approval or disapproval of any plans, drawings and specifications, whether or not defective;

(b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications;

(c) the development of any property within the Subdivision; or

(d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

9.13 Non-Applicability to Declarant. The provisions of this Article shall not apply to any Lot owned by Declarant or prior to his first conveyance of a Lot to an Owner.

ARTICLE 10

RIGHT OF FIRST REFUSAL TO BROKER

10.01 The Declarant hereby reserves for itself and for its related companies the right of first refusal to provide brokerage services for any lot owner desiring to sell his Lot or to sell or lease his residence when completed. Any owner so desiring to obtain the services of a real estate broker must first offer Declarant's related brokerage company the right to provide these services upon terms and conditions similar to those prevailing in the industry. If Declarant's related brokerage does not desire to exercise this right then Declarant's brokerage company shall provide the owner with a written waiver of such right. This Article is not intended to act as a restraint of trade and if determined by a competent court to be so, will automatically be considered void but in no event will Declarant be liable under any so-called restraint of trade law, nor will any other provision of this Declaration be affected.

ARTICLE 11

GENERAL

11.01 Severability. The invalidation in whole or in part of any section, subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

11.02. Rule Against Perpetuities. In the event any court shall hereafter determine that any provisions as originally drafted herein shall violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of the law.

11.03 Arbitration. Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association or its successor in effect at the time a demand for arbitration is made. Any decision in arbitration may be filed in the Office of the Clerk, York County Superior Court as a judgment, and shall be exclusive, final and binding on the parties to the arbitration.

ARTICLE 12

RIGHTS AFFORDED UNIT OWNERS AND INSTITUTIONAL LENDERS

12.01 Availability of Documents. The Association shall be required to make available to Owners and to holders, insurers of guarantors of any first mortgage, current copies of the Declaration, Articles, By-Laws, or other rules concerning the Subdivision and the books, records and financial statements of the Association.

"Available" means available for inspection, upon request, during normal hours or under other reasonable circumstances.

12.02 Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days; or

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association.

12.03 Rights of Mortgagees. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the Individual Owner of any obligation under the Declaration which is not cured within sixty (60) days. In addition, first mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may be or have become a charge against any Common Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of July, 1999.

WITNESS:

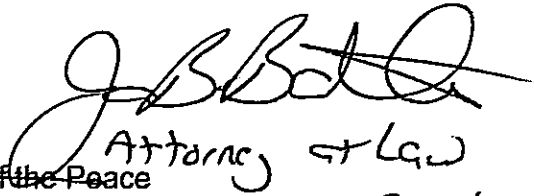
GS PHOENIX LLC
By: Granite State Phoenix Corporation
Its Sole Manager



By: 
Robert A. Satter, President

STATE OF MAINE
YORK COUNTY

The forgoing Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Forest Homes, A Subdivision was acknowledged before me this 1st Day of July, 1999 by Robert A. Satter, President of Granite State Phoenix Corporation, Sole Manager of GS Phoenix LLC.



Attorney at Law
~~Justice of the Peace~~
James B. Berlett

Parcel A

A certain lot or parcel of land situated on the northwesterly side of U.S. Route 1 in the Town of Wells, County of York and State of Maine, and being more particularly described as follows:

Beginning at an iron pipe set in the ground at or near the northwesterly sideline of said U.S. Route 1, at the northwesterly corner of the lot or parcel herein conveyed and at the southeasterly corner of land of Robert James, and running thence from said point of beginning S 33° 49' 03" W along said U.S. Route 1 three hundred twenty-nine and thirteen hundredths (329.13) feet to a granite post at the end of a stone wall; thence S 28° 15' W along said U.S. Route 1 one hundred forth-three and sixty hundredths (143.60) feet; thence S 21° 54' W along said U.S. Route 1 sixty-three and no/tenths (63.0) feet to a point; thence S 33° 04' W two hundred four and five hundredths (204.05) feet; thence S 21° 22' W one hundred seventeen and no/hundredths (117.00) feet to the northeasterly corner of land of Ted Satter Enterprises, Inc.; thence N 66° 34' W seven hundred twenty-four and eighty hundredths (724.80) feet to a point; thence running for the next seven courses by and along said land of Ted Satter Enterprises, Inc., N 61° 28' W one hundred ninety-nine and forty-one hundredths (199.41) feet to a point; thence N 53° 47' W one hundred sixty and fifty-two hundredths (160.52) feet; thence N 67° 11' W one hundred ten and thirty-hundredths (110.30) feet; thence N 65° 21' W one hundred ten and eighty hundredths (110.80) feet; thence N 60° 21' W eighty-six and no/hundredths (86.00) feet; thence N 63° 51' W two hundred twenty-four and thirty-seven hundredths (224.37) feet to a hub in the ground; thence N 64° 08' 56" W six hundred twenty-six and twenty-four hundredths (626.24) feet to an iron pipe set in the ground at land of Gertrude and James Elwell; thence turning and running by and along land of said Elwells N 25° 31' 05" E one hundred ninety-three and thirty-eight hundredths (193.38) feet to a point; thence by and along said Elwell land and crossing a small brook N 27° 39' 01" E two hundred eight and twenty-three hundredths (208.23) feet to an iron pipe at the northwesterly corner of said land of Elwell; thence turning and running for the next fourteen courses by and along said land of Elwell, N 61° 29' 25" W three hundred fifty-four and sixty-eight hundredths (354.68) feet to a point; thence N 60° 45' 31" W four hundred eleven and twenty-six hundredths (411.26) feet; thence N 60° 30' 33" W three hundred thirty-two and twenty-five hundredths (332.25) feet to a point at a stone wall; N 62° 54' 33" W by said stone wall one hundred thirty-five and five hundredths (135.05) feet; thence N 61° 27' 08" W by said stone wall six hundred fifty-eight and fifty-two hundredths (658.52) feet; thence by said stone wall N 62° 47' 00" W two hundred eighteen and sixty-nine hundredths (218.69) feet; thence by said stone wall N 61° 56' 34" W one hundred fifty-five and twenty-seven hundredths (155.27) feet; thence by said stone wall N 60° 05' 14" W three hundred thirty and

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sixty-three hundredths (330.63) feet; thence by said stone wall N 54° 47' 47" W one hundred thirty-eight and seventy-two hundredths (138.72) feet; thence to the end of said stone wall N 60° 52' 43" W sixty-four and thirty-eight hundredths (64.38) feet; thence N 61° 33' 39" W two hundred fifty-two and forty-seven hundredths (252.47) feet; thence N 59° 23' 47" W in part by another stone wall one hundred ninety-three and sixty-eight hundredths (193.68) feet to a point in said stone wall; thence N 60° 08' 23" W by said stone wall two hundred eighty-two and sixty-five hundredths (282.65) feet; thence by said stone wall N 60° 20' 37" W seventy-three and forty-one hundredths (73.41) feet to a point in the easterly sideline of the Maine Turnpike; thence turning and running by and along said Turnpike N 21° 45' E one thousand sixty-nine and and thirty-seven hundredths (1,069.37) feet to an iron pipe in the southwesterly sideline of land of Gerald Garon; thence running by and along said land of Garon S 61° 52' 37" E one thousand nine hundred twenty-six and twenty hundredths (1,926.70) feet to a twenty-four (24) inch red pine tree at or near the centerline of a Central Maine Power Co. easement; thence turning and running by and along a line within said easement S 25° 48' 52" W three hundred nine and sixty-three hundredths (309.63) feet to a point; thence continuing on a line within said Central Maine Power Co. easement S 24° 38' 57" W two hundred fifteen and seventy-seven hundredths (215.77) feet to an iron pipe set at the end of a stone wall; thence turning and running S 63° 19' 58" E through the southeasterly sideline of said Central Maine Power Co. easement and by and along land of the heirs of George Williams one hundred fifteen and fifty-five hundredths (115.55) feet to a point in said stone wall; thence continuing to the end of said stone wall S 67° 09' 13" E fifty-four and eighty-eight hundredths (54.88) feet; thence continuing for the next eight courses by said land of the heirs of George Williams S 59° 21' 32" E eighty-seven and ninety-six hundredths (87.96) feet to a point; thence S 60° 21' 32" E four hundred eighteen and ninety hundredths (418.90) feet; thence S 60° 09' 32" E, across a small brook, four hundred eighty-nine and eighty-two hundredths (489.82) feet to a point; thence S 61° 48' 31" E two hundred eighteen and fifty-six hundredths (218.56) feet; thence S 60° 51' 39" E, partly by a stone wall, two hundred eighty-nine and seventy-seven hundredths (289.77) feet; thence S 61° 06' 14" E one hundred forty-nine and seventy-seven hundredths (149.77) feet; thence S 61° 20' 59" E two hundred thirty-three and three hundredths (233.03) feet; thence S 60° 14' 46" E three hundred three and ninety-eight hundredths (303.98) feet to another stone wall at land of Robert James; thence by and along said stone wall and land of James S 62° 03' 42" E two hundred sixty-three and thirty-four hundredths (263.34) feet to a point at the end of said wall; thence continuing for the next eight courses by and along said land of James, S 60° 59' 34" E fifty-two and fifty-nine hundredths (52.59) feet; thence S 60° 33' 46" E one hundred seventy-nine and ninety-three hundredths (179.93) feet; thence S 61° 02' 31" E one hundred ninety-seven and eight hundredths (197.08) feet; thence S 60° 04' 52" E two hundred thirty-five and eighty-four hundredths (235.84) feet; thence, partly by a stone wall, S 61° 08' 42" E two hundred sixty-one and thirty-six hundredths (261.36) feet; thence S 60° 52' 00" E two hundred thirty and sixteen hundredths (230.16) feet; thence S 61° 21' 41" E one hundred fifty-nine and eighty-two hundredths (159.82) feet; thence S 58° 09' E one hundred two and fifty hundredths (102.50) feet to the iron pipe at the point of beginning.

Together with any and all rights the Grantor may have in and to all lands lying between the above-described parcel and U.S. Route 1.

Also another certain lot or parcel of land, situated in the Town of Wells, County of York and State of Maine, bounded and described as follows:

Beginning at an iron rod set on the northeasterly sideline of land of the Maine Turnpike Authority at the southwest corner of land of Elwell; thence S 62° 24' 20" E along said Elwell's land eight hundred sixteen and eighty-nine hundredths (816.89) feet to a stone wall; thence S 60° 29' 10" E along said Elwell land and said stone wall three hundred forty-seven and four hundredths (347.04) feet; thence S 61° 56' 50" E along said Elwell land and partially along a stone wall three hundred fifty and fifty-eight hundredths (350.58) feet to an iron rod set at the northwesterly corner of land of Ted Satter Enterprises, Inc.; thence S 26° 02' 50" W along the remains of a wire fence and said Ted Satter Enterprises, Inc. land two hundred thirty-eight and forty-one hundredths (238.41) feet to the end of a stone wall; thence S 34° 06' 30" W along said stone wall and land of said Ted Satter Enterprises, Inc. eighty-seven and forty-four hundredths (87.44 feet); thence S 25° 11' 30" W along said stone wall and land of said Ted Satter Enterprises, Inc. eighty-five and fifty hundredths (85.50) feet to an iron rod set at the corner of said stone wall; thence N 63° 08' 50" W along said stone wall four hundred thirty-two and fifty hundredths (432.50) feet; thence N 63° 00' 00" W six hundred seventy-five and twenty-five hundredths (675.25) feet to the end of another stone wall; thence N 62° 45' 30" W along said stone wall three hundred fifty-nine and seventy-eight hundredths (359.78) feet to an iron rod set and land of said Maine Turnpike Authority, thence N 21° 30' E along said Maine Turnpike Authority land four hundred forty-two and thirty-four hundredths (442.34) feet to the point of beginning.

Containing fourteen and seventy hundredths (14.70) acres, more or less.

Also conveyed is a certain right of way appurtenant to the foregoing described premises, said right of way running from second described parcel of land across land of Gertrude and James Elwell to the parcel first described herein, and being that right of way conveyed by Everett Littlefield to Grace W. Bragdon by deed dated October 4, 1946 and recorded in York County Registry of Deeds in Book 1050, Page 333, being the right to enter and to pass and repass, by foot, team, cart, truck, or motor vehicle, loaded or unloaded, over and across land of Gertrude and James Elwell on the easterly side of the Maine Turnpike from the parcel second described in a general northerly direction to the first described parcel herein.

LESS the real property which was conveyed by Robert A. Satter, Trustee, and Philip A. Singer, to Wells Development Company, Inc. by deed dated December 10, 1982 and recorded in the York County Registry of Deeds in Book 3037, Page 221.

LESS the real property which was conveyed by The Satter Companies, Inc. and Philip A. Singer to Wells Development Company, Inc. by deed dated May 1, 1984 and recorded in the York County Registry of Deeds in Book 3281, Page 132.

LESS the real property which was conveyed by The Satter Companies, Inc. and Philip A. Singer to Wells Development Company, Inc. by deed dated December 14, 1984 and recorded in the York County Registry of Deeds in Book 3486, Page 57.

LESS the real property which was conveyed by The Satter Companies, Inc. to Andrew Joakim, et als. by deed dated December 24, 1986 and recorded in the York County Registry of Deeds in Book 4145, Page 239.

PARCEL B

BK 9570 PG 160

A certain lot or parcel of land, situated westerly of U.S. Route 1, in the town of Wells, County of York, and State of Maine, being bounded and described as follows:

Beginning at an iron pipe situated at the northwesterly corner of the herein described premises, which corner is situated at the easterly side of land now or formerly of the Maine Turnpike Authority and the southwestery corner of the first parcel of land described in a deed from Roger W. Bragdon to Robert A. Satter, as Trustee under a Declaration of Trust, dated December 10, 1981, and Philip A. Singer, dated February 25, 1982 and recorded in the York County Registry of Deeds in Book 2904, Page 198; thence along the southerly side of the first parcel of land described in the said deed from Roger W. Bragdon to Robert A. Satter, as Trustee aforesaid and Philip A. Singer, by the following courses and distances:

South 61° 09' 03" East 119.36 feet to a drill hole; thence South 61° 23' 29" East 90.84 feet to a drill hole; thence south 60° 38' 02" East 136.79 feet to a drill hole; thence south 61° 21' 02" East 135.14 feet to a drill hole; thence south 61° 34' 17" East 314.65 feet to a drill hole; thence 61° 14' 37" East 65.23 feet to a drill hole; thence south 54° 08' 14" East 111.20 feet to a drill hole; thence South 61° 35' 58" East 144.80 feet to a drill hole; thence South 58° 31' 18" East 128.10 feet to a drill hole; thence South 63° 32' 28" East 177.81 feet to a drill hole; thence South 54° 45' 20" East 34.41 feet to a drill hole; thence South 70° 31' 56" East 32.41 feet to a drill hole; thence South 59° 00' 15" East 41.10 feet to a drill hole; thence South 65° 46' 15" East 89.27 feet to a drill hole; thence South 61° 40' 32" East 182.80 feet to a drill hole; thence South 67° 56' 36" East 29.92 feet to a drill hole; thence South 63° 29' 00" East 117.00 feet to a drill hole; thence South 59° 45' 27" East 36.47 feet to a drill hole; thence South 62° 29' 46" East 194.64 feet to a drill hole; thence South 62° 07' 28" East 168.22 feet to a drill hole; thence south 58° 55' 35" East 69.72 to a drill hole; thence south 66° 31' 52" East 79.78 feet to a drill hole; thence South 60° 42' 39" East 300.73 feet to an 18" Oak tree; thence south 61° 55' 48" East 443.49 feet to a 5" red Pine tree; thence South 63° 12' 23" East 146.37 feet to a drill hole; thence 62° 32' 25" East 121.63 feet to a drill hole; thence South 61° 07' 22" East 85.05 feet to the northwesterly corner of the herein described premises and land conveyed by Wells Development Company, Inc. to Outdoor World Corporation, by deed dated November 6, 1984, and recorded in the York County Registry of Deeds in Book 3486, Page 66;

thence along said land conveyed by Wells Development Company, Inc. to Outdoor World Corporation by the following courses and distances:

South 26° 46' 16" West 208.23 feet to an angle point; thence South 24° 38' 20" West 193.38 feet to an iron pipe; thence North 62° 16' 47" West 202.52 feet to an 8" Hemlock tree; thence North 63° 49' 17" West 123.64 feet to a 16" yellow Birch tree; thence North 63° 04' 31" West 575.58 feet to a 12" Maple tree; thence North 62° 15' 38" West 331.52 feet to a 24" white Pine tree; thence North 62° 23' 31" West 154.72 feet to an angle point; thence North 62° 53' 31" West 103.14 feet to a northeasterly corner of Parcel D described below:

thence along the northerly side of Parcel D described below and of the second parcel of land conveyed in the said deed from Roger W. Bragdon to Robert A. Satter, as

Trustee as aforesaid and Philip A. Singer by the following courses and distances:

65.00 feet to a drill hole; thence North 59° 26' 32" West 144.40 feet to a drill hole; thence North 63° 50' 01" West 64.50 feet to a drill hole; thence North 60° 42' 39" West 140.19 feet to a drill hole; thence North 60° 47' 08" West 110.76 feet to a drill hole; thence North 64° 58' 53" West 146.82 feet to a drill hole; thence North 51° 33' 55" West 44.02 feet to a drill hole; thence North 61° 28' 31" West 131.57 feet to a drill hole; thence North 65° 15' 29" West 57.30 feet to a drill hole; thence North 62° 00' 20" West 182.84 feet to a drill hole; thence North 57° 42' 03" West 110.30 feet to a drill hole; thence North 59° 59' 59" West 58.62 feet to a drill hole; thence North 62° 25' 08" West 817.39 feet to an iron pin; thence North 62° 25' 08" West 0.28 feet to the easterly side of the land now or formerly of the Maine Turnpike Authority;

thence North 21° 49' 32" East 434.01 feet to the northwesterly corner of the herein described premises and the point of beginning:

Together with the rights contained in the deed from Isaiah S. Perkins to Leon F. Goodwin, dated November 19, 1919, and recorded in said Registry of Deeds in Book 657, Page 273.

The above-described premises are conveyed subject to the rights granted to Central Maine Power Company by Flossie Littlefield by deed dated February 20, 1957, and recorded in the York County Registry of Deeds in Book 1341, Page 571.

PARCEL C

A certain lot or parcel of land situated in said Wells, lying in the westerly side of the present location of U.S. Highway Route One and lying between, sometimes referred to as the new County Road, and the old County Road, so-called, and generally bounded and described as follows, to wit:

Northerly by land formerly of George L. Bragdon; westerly by the old County road; southeasterly by said U.S. Highway Route One and southwesterly by land of Leon Goodwin, containing three-quarters (3/4) of an acre, more or less.

Meaning and intending to convey all of the Grantors' interest in the parcel herein described, including land formerly part of the old County Road and since abandoned.

The last described parcel being the second parcel of land set forth in a Warranty Deed from Oscar J. Hubbard to Herbert L. Moulton, dated April 13, 1910, and recorded in the York County Registry of Deeds in Book 615, Page 525. for a layout of said parcel, please see the Petition of Daniel Granger and others to the Supreme Judicial Court, which was granted during the April term, 1827, and recorded in Volume 5, Page 493 of the proceedings of the Supreme Judicial Court, York County, on file at the State Archives in Augusta.

PARCEL D

A certain lot or parcel of land situated westerly of U.S. Route One in the Town of Wells, County of York and State of Maine and being bounded and described as follows:

Beginning at a drill hole at the southeasterly corner of the herein described premises which corner is at the northwesterly corner of a parcel of land conveyed by Wells Development Company, Inc. to Outdoor World Corporation by deed dated November 6, 1984 and recorded in the York County Registry of Deeds in Book 3486, Page 66; thence along the northeasterly sideline of land now or formerly of Robert E. and Sandra C. Brown and Russell E. and Marilyn Darling described in a deed dated February 19, 1975 and recorded in the York County Registry of Deeds in Book 2067, Page 821 by the following courses and distances: North 65° 37' 21" West a distance of 176.94 feet to a drill hole; North 60° 42' 12" West a distance of 85.37 feet to a drill hole; North 60° 15' 58" West a distance of 120.25 feet to a drill hole; North 62° 32' 35" West a distance of 184.02 feet to a 5/8" iron pin at the southeasterly corner of the second parcel described above as part of Parcel A; thence by said second parcel of Parcel A by the following courses and distance: North 25° 11' 38" East a distance of 85.50 feet to a point; North 34° 06' 38" East a distance of 87.44 feet to a point; North 26° 02' 58" East a distance of 239.81 feet to the southeasterly sideline of the parcel described above as Parcel B;

thence along the southwesterly sideline of said Parcel B along the following courses and distances: South 64° 58' 53" East a distance of 33.52 feet to a drill hole; South 60° 47' 08" East a distance of 110.76 feet to a drill hole; South 60° 42' 39" East a distance of 140.19 feet to a drill hole; South 63° 50' 01" East a distance of 64.50 feet to a drill hole; South 59° 26' 32" East a distance of 144.40 feet to a drill hole; South 62° 53' 31" East a distance of 65.00 feet to the northeasterly corner of said parcel of land conveyed by Wells Development Company to Outdoor World Corporation; thence by said parcel conveyed to Outdoor World Corporation South 26° 24' 05" West a distance of 397.69 feet to the drill hole at the point of beginning.

Meaning and intending to convey the premises described in deed of The Satter Companies of New England to BWDP Associates Limited Partnership, dated May 7, 1993, recorded in the York County Registry of Deeds at Book 650, Page 112

James Bartlett
268 T

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1999 JUL -9 P 2:31

ATTEST: *Jan M. Olson*
REGISTER OF DEEDS