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February 19, 2019

Alex Jaegerman
Director of Planning and Development
Town of Yarmouth
200 Main Street
Yarmouth, ME 04096

re: **Housesites Two and Three, Highlands Farm Subdivision**

Dear Alex:

Attached please find a plan and application to amend the Highlands Farm Subdivision, approved by the Yarmouth Planning Board dated February 8, 2012 and recorded in the Cumberland County Registry of Deeds (CCRD) in Plan Book 212, Page 45. Included with the application are the following:

- Attachment #1 - Agent Authorization
- Attachment #2 - Letter of Understanding (consent of affected parties)
- Exhibit #1 - Location Map
- Exhibit #2 - (not applicable, purposely omitted)
- Exhibit #3 - Declaration of Trust (CCRD: Book 12313, Page 261)
- Exhibit #4 - Memorandum of Lease, Housesite Two (CCRD: Book 14815, Page 278)
- Exhibit #5 - Deeds to Highlands Farm Trust (CCRD: Book 12313, Page 277, and Book 13204, Page 286); Memorandum of Lease, Housesite Three (CCRD: Book 15022, Page 184)
- Exhibit #6 - (not applicable, purposely omitted)
- Exhibit #7 - Declaration of Easements, Covenants and Restrictions (CCRD: Book 14328, Page 94); Supplemental Declaration of Easements, Covenants and Restrictions (CCRD: Book 31406, Page 286); 2nd Supplemental Declaration of Easements, Covenants and Restrictions (CCRD: Book 32734, Page 193)
- Exhibit #8 - Amended Subdivision Plan, Highlands Farm Trust (CCRD: Plan Book 212, Page 45)

The sole purpose of the attached "Alteration of Approved Subdivision Plan" is to modify the division line between Housesite Two and Housesite Three. The lots remain in conformance with the dimensional requirements of the underlying zone (LDR - Low Density Residential).

Thank you for your consideration of this matter. Please let me know if you need any additional information or if you have any questions.

Sincerely,

David E. Titcomb, PLS
President, Titcomb Associates

cc: John Wallace
 Benjamin Eastwood

TOWN OF YARMOUTH

Department of Planning and Development
200 Main Street Yarmouth, Maine 04096

(207)846-2401

WWW.YARMOUTH.ME.US

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SUBDIVISION ADMINISTRATIVE ALTERATION APPLICATION FORM

Date: _____ Zoning District LDR Map 3 Lot 1-B2Ext Fee Paid _____

Fee: \$100 per amended or revised lot; Department Noticing: \$5.00 per addressee.

Property Owner Highlands Farm Trust
Applicant, if other John H. Wallace (lessee)
Mailing Address 22 Barnstable Road, Wellesley, MA 02481
E-mail Address john.wallace8@verizon.net
Phone (617) 320-2222 (c)
Fax _____

Name of Subdivision Highlands Farm Trust
Street Address Highlands Farm Road
Existing Use/# Lots Nine house sites
Proposed Use/# Lots Nine house sites
Recording Book & Page Book 12313, Page 277, and Book 13204, Page 286

The Town will correspond with only one contact person/agent for this project. Please provide the requested information regarding the contact person/agent.

Contact person/agent David E. Titcomb
Mailing Address Titcomb Associates, 133 Gray Road, Falmouth, ME 04105
E-mail Address dtitcomb@titcombsurvey.com
Phone(s) (207) 797-9199
Fax _____

I certify that, to the best of my knowledge, all information provided in this application form and accompanying materials is true and accurate.



02/19/2019

Signature of Owner/Applicant

Date

(If signed by Owner's agent, provide written documentation of authority to act on behalf of applicant.)

"I authorize appropriate staff within the Yarmouth Planning Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to collect facts pertaining to my application."

David E. Titcomb (agent)

Print or type name and title of signer

1. PROJECT DESCRIPTION

- A. On a separate sheet describe the overall project objectives and proposed uses of property, including quantity and type of residential units (if any) and the nature and purpose of the proposed subdivision alteration.
- B. Project details
1. Assessor's Map number(s) 3 Lot number(s) 1-B2 & 1-B3
 2. Existing zone(s) of the site
LDR
Shoreland Overlay District X Yes No
Mobile Home Park Overlay Yes X No
 3. Total land area of site (all contiguous land in same ownership)
99 acres +/-
 4. Proposed number of lots. n/a
- C. Attach as Exhibit #1 a map such as the Maine Atlas and Gazetteer map (clean photocopies are acceptable). Indicate the location of your project on map.
- D. Construction sequence, as applicable
1. Estimated time of start of project n/a
Estimated time of completion of project n/a
- n/a 2. Is this to be a phased project? Yes No
- n/a 3. Attach as Exhibit #2, if applicable, a construction schedule outlining the anticipated sequence of construction (beginning and completion) for the major aspects of the proposed project, including roads, erosion control and drainage measures, structures, sewer and water lines, other utilities, paving, landscaping.

2. ELIGIBILITY FOR ADMINISTRATIVE APPROVAL

Under Ch.601, Article III.D.2, the planning authority may approve alterations to an approved recording plat when all of the following conditions are met; otherwise, a new subdivision plat must be submitted to the Planning Board:

1. The rearrangement of lot lines does not increase the number of lots within a block or subdivision unit or area; **Yes** X **No**
2. The alteration will not substantially affect any street, alley, utility easement or drainage easement; **Yes** X **No**
3. The alteration meets all of the minimum requirements of this Chapter, Chapter 701 (Zoning) of this code and other applicable state and local

codes; **Yes** X **No**

4. The alteration is approved by the Public Works Director, the Fire Chief, Town Engineer and Planning Director. Such approved alterations shall be properly recorded in the registry within thirty (30) days thereof or they shall be null and void. Recording of approved alterations also shall be in accordance with the requirements of 30-A M.R.S.A. Section 4407. **Plat shall provide a signature block for approval by Town of Yarmouth, Director of Planning & Development with date.**

3. RIGHT, TITLE, OR INTEREST

- A. Name and mailing address of record owner of the site

Highlands Farm Trust, attn: W. Gardner Wallace

125 High Street, 27th Floor

Boston, MA 02110

Phone (617) 973-9680 Fax

- B. Attach as Exhibit #3 evidence of corporate or partnership status, if applicant is not an individual.

- C. Attach as Exhibit #4 evidence of applicant's right, title, or interest in the site. A complete copy of the document must be provided; (financial information may be redacted).

- D. Attach as Exhibit #5 a copy of the current owner's existing deed for the site.

- n/a E. Attach as Exhibit #6 summary lists of all existing and all proposed easements or other burdens for this property. More detailed information may be required, depending on the particular circumstances of the site.

- F. If a condominium, homeowners, or property owners association is or will be established, attach as Exhibit #7 the articles of incorporation, the Declaration of Covenants and Responsibilities, and the existing/proposed by-laws of the organization. If existing association, evidence of approval of proposed alteration by association.

- G. Attach as Exhibit #8 a copy of the most recent approved and recorded subdivision plat, showing date of recording, book, and page.

4. FINANCIAL CAPACITY

- n/a A. Estimated cost of the project (including land purchase and development costs)

- n/a B. Attach as Exhibit #9 evidence of your financial capacity to complete the proposed

development. Submit one or more of the following (please check as appropriate):

- _____ 1. A written statement from the applicant's bank or a certified public accountant who recently has audited the applicant's finances stating that the applicant has cash reserves in the amount of the estimated cost of the project and can devote those reserves to the project.
- _____ 2. When the applicant will personally finance the development, provide evidence of availability of funds and evidence that the applicant can devote these funds to the project.
- _____ 3. The most recent corporate annual report showing availability of sufficient funds to finance the development, together with a statement from the applicant that the funds are available and will be used for the proposed project.
- _____ 4. A letter from a financial institution, governmental agency, or other funding agency which indicates a timely commitment to provide a specified amount of funds and the uses for which the funds may be utilized.
- _____ 5. In cases where outside funding is required, but there can be no commitment of money until regulatory approvals are received, a formal letter of "intent to fund upon approval" from a funding institution.

5. TECHNICAL ABILITY n/a

- A. List all projects undertaken by the applicant within the last five years, beginning with the most recent project:
- B. Have done no prior projects _____
- C. Attach as Exhibit #9 a list of all consultants retained for this proposed project, such as engineers, architects, landscape architects, environmental consultants; and those firms or personnel who will be responsible for constructing, operating and maintaining the project.

6. SUBDIVISION ALTERATION DRAWINGS, MAPS:

- A. Drawings
 - a. paper no larger than 24" x 36", with all drawings in a set the same size
 - b. bound and folded no larger than 9" x 12", with project name shown on front face of folded plan
 - c. number and date drawings, with space for revision dates
 - d. scale of the drawings shall be between 1"=20' and 1"=50'
 - e. show the entire parcel in single ownership, plus off-site easements
- B. Title block shall include:
 - a. identification of plan as "Alteration of Approved Subdivision Plan"
 - b. name and address of project

- c. name(s) and address (es) of site owner and of applicant
 - d. name and address of plan designer(s)
 - e. name/description of most recent subdivision subject to alteration, with book and page of recording in Cumberland County Registry of Deeds
 - f. Signature Block for approval by Town of Yarmouth, Planning Board (7 signature lines) with date
- C. Location map shall include:
- a. abutting property within one thousand feet of project boundaries
 - b. outline of proposed project
 - c. zoning district(s) of abutting properties
 - d. at least one street intersection
- D. North arrow and scale.
- E. General plan notes shall include:
- a. zoning district and list of applicable dimensional regulations comparing the required and proposed
 - b. net residential acreage calculation
 - c. all requested waivers
- F. Name, location, width of existing and proposed streets.
- G. A Boundary Survey, Category 1, Condition 2, showing site boundaries, exact boundaries, dimensions and acreage of all lots, and a minimum of 3 granite monuments at outside corners of the parcel.
- H. Setbacks as required by zoning ordinance; zone line if site is transected by a zone line or if zone line is within 30 feet of the boundaries of the site.
- I. Existing and proposed contours at 2' intervals. Show 1' contours and/or spot elevations if sufficient detail cannot be shown with 2' contours.
- J. Location, dimensions, and total square-footage of existing and proposed buildings (existing buildings should be identified as such).
- K. Names of abutting property owners and locations of buildings and curb cuts on abutting properties.
- L. Locations and dimensions of parking areas, loading and unloading facilities, driveways, fire lanes, access points.
- M. Location of all existing and proposed easements and rights-of-way, including identification of who has or will receive the easement.
- N. Location, dimensions, materials of existing and proposed pedestrian access ways.
- O. Location and size of existing and proposed utilities, both on-site and in adjoining public ways. Location of nearest existing hydrant. Include installation details for

proposed utilities, if applicable.

- P. Construction drawings showing plans, profiles, cross-sections, and details of appurtenances for sanitary sewer and storm drainage systems, if applicable.
- Q. Location and description of existing natural features, such as wetlands, water courses, marshes, rock outcroppings, stands of trees. Natural features to be preserved must be identified on plan.
- R. Grades, street profiles, typical cross-section, and specifications of proposed streets and sidewalks, if applicable. These must meet the standards of Ch. 601, Article IV.
- S. A description of any right-of-way, street, sidewalk, open space, or other area the applicant proposes to designate as public.
- T. Name, registration number, seal, and signature of all registered professionals (engineer, land surveyor, architect, landscape architect, etc.) who prepared the plan.
- U. First floor finished floor elevation(s) for all proposed buildings.
- V. If project is within the RP district, extent of floodway and floodway fringe.
- W. If project is within Shoreland Overlay District, show required setbacks.

The following submissions are required unless waived by the Director of Planning & Development:

6. WATER (if Alteration involves development)

Attach as Exhibit #10 written confirmation from the Yarmouth Water District that it can supply the proposed development and that the proposed plan has been approved by the District. If the applicant proposes a private supply, provide evidence that a sufficient and healthful water supply is available for the proposed development.

7. TRAFFIC (if Alteration involves development)

Attach as Exhibit #11 a written evaluation and demonstration of the adequacy and availability of adjacent streets to serve the proposed project. If you must submit a full traffic study to DEP, provide two (2) copies with this application.

8. SANITARY SEWERS AND STORM DRAINS (if Alteration involves development)

A. Estimated sewage gallons per day for the completed project

B. Will this project generate industrial or non-sanitary waste that will enter the public sewer or drains? No ____ Yes ____
If yes, please describe proposed types and amounts

C. If a subsurface wastewater disposal system is proposed, provide evidence that it conforms to the requirements of the State Plumbing Code.

9. SURFACE DRAINAGE AND-RUNOFF, STORMWATER MANAGEMENT (if Alteration

involves development)

- A. Attach as Exhibit #12 a description of any problems of drainage or topography, or a representation that, in the opinion of the applicant, there are none.
- B. Attach as Exhibit #13 a complete stormwater management plan, including drainage calculations for pre- and post-development for 2 yr. and 25 yr. storm events, a drainage plan, and an assessment of any pollutants in the stormwater runoff, that meets the requirements of Chapter 601, Design Standards.

10. EROSION AND SEDIMENTATION CONTROL (if Alteration involves development)

- A. Attach as Exhibit #14 a written description of erosion and sedimentation control measures to be used during and after construction of the proposed project.
- B. Show on a plan the proposed location, type, and detail of erosion control devices, unless this information is included on a subdivision drawing.

11. SOILS (if Alteration involves development)

- A. Attach as Exhibit #15 a medium intensity soils classification report, including description of soils and interpretation of engineering properties. Include geotechnical report, if applicable.
- B. Show on a plan the existing soil conditions on the site, unless this information is included on a subdivision drawing. Include wetlands delineation and report, if applicable.

Attachment #1

From: [John Wallace](#)
To: [David Titcomb](#)
Subject: Re: Housesite Two - Highlands Farm
Date: Wednesday, February 6, 2019 10:09:09 AM

David, you are hereby authorized to represent me in connection with a Subdivision Administration Alteration Application to change the lot line between Housesites Two and Three on the Amended Subdivision Plan of record for Highlands Farm Trust in Yarmouth, ME.

John H. Wallace
22 Barnstable Road
Wellesley, MA 02481
(617) 320-2222

Attachment #2



Yarmouth Office:
40 Barn Road
Yarmouth, ME 04096
tel/fax: 207/846-6391

Boston Office:
125 High Street
High Street Tower, 27th Floor
Boston, MA 02110
tel: 617/973-9695
fax: 617/973-0673

February 14, 2019

Elizabeth Trase
34 Old English Road
Chestnut Hill, MA 02467

John H. Wallace
22 Barnstable Road
Wellesley, MA 02481-2803

RE: "Housesite Three" and "Housesite Two", as each are shown on that certain Amended Subdivision Plan recorded in the Cumberland County Registry of Deeds (the "Registry") in Plan Book 212, Page 45

Dear Elizabeth and John:

Attached hereto as Exhibit A is a certain draft Alteration of Approved Subdivision Plan (the "Amended Plan") which depicts the transfer of an approximately 327 square foot parcel (the "Transferred Parcel") from Housesite Three to Housesite Two. Such transfer is being made to facilitate the construction of certain improvements to be located on Housesite Two. The Transferred Parcel is leased to Elizabeth Trase, a memorandum of which lease is recorded in the Registry at Book 15022, Page 184. As each of you know, Highlands Farm Trust intends to submit the Amended Plan to the Town of Yarmouth for approval and following approval, Highlands Farm Trust shall cause the Amended Plan to be recorded in the Registry.

Please sign where indicated below to indicate your agreement and consent to the foregoing and the transfer depicted on the Amended Plan and return to me a counterpart original or .PDF; upon receipt of each counterpart, I will circulate a fully executed version attaching each counterpart signature.

Sincerely,

W. Gardner Wallace,
as Trustee of Highlands Farm Trust and not individually

Agreed and Consented to:

Elizabeth Wallace Trase

John H. Wallace

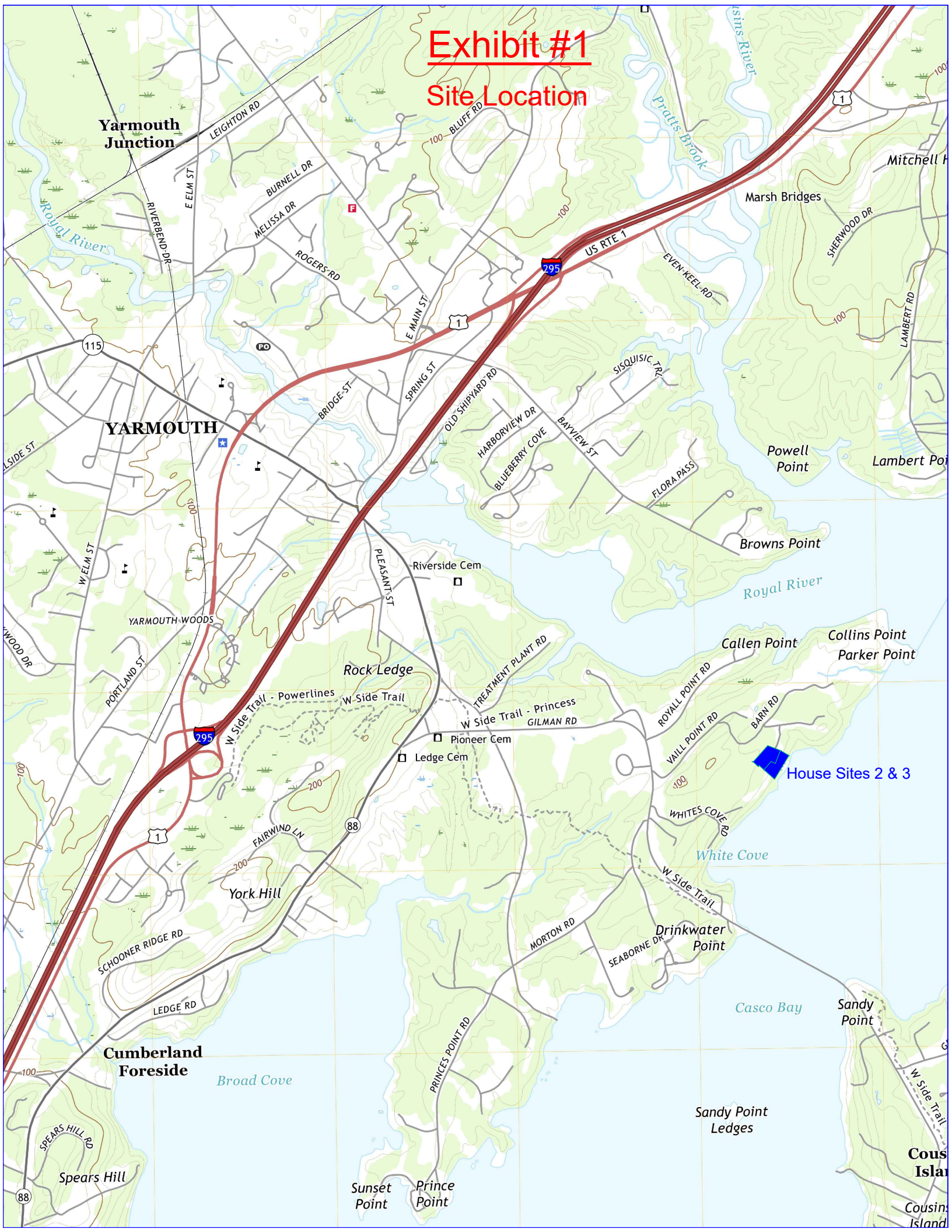
Exhibit A

Amended Plan

(see following page)

Exhibit #1

Site Location



03227

HIGHLANDS FARM TRUST

DECLARATION OF TRUST

THIS DECLARATION OF TRUST executed in duplicate at Boston, Massachusetts, as of the 22nd day of December, 1995, by and between W. GARDNER WALLACE of Newton, Massachusetts, BRADFORD S. WALLACE of Boston, Massachusetts, MONTE J. WALLACE of Newton, Massachusetts and NEIL W. WALLACE of Sherborn, Massachusetts (hereinafter collectively referred to as the "Trustees" and individually as a "Trustee", which terms shall mean the Trustee or Trustees hereunder whether original or successor).

WITNESSETH That:

WHEREAS, the person or entities set forth in the initial Schedule of Beneficial Interests referred to in Paragraph 1 of Article II hereof desire to create a trust (the "Trust") for the purposes of acquiring the fee simple estate or interest in and to the real property described in Exhibit A hereto ("Highlands Farm") and, upon the consummation of the acquisition by the Trust of Highlands Farm, to provide the trustees of the Trust with the authority and power to thereafter construct improvements thereon, including residential dwellings or cottages, and generally to operate and manage Highlands Farm in accordance with the terms of this instrument.

WHEREAS, the Trustees are willing to serve as trustees subject to the trusts created hereby.

NOW, THEREFORE, the Trustees declare that they and their successors in trust will hold Highlands Farm and any and all property that may be transferred to them as Trustees hereunder for the sole benefit of the Beneficiaries subject to the trusts created hereby.

ARTICLE I - NAME OF TRUST

The name of this trust shall be "HIGHLANDS FARM TRUST", and the Trustees shall be known as the "TRUSTEES of the HIGHLANDS FARM TRUST".

ARTICLE II - BENEFICIAL INTERESTS

1. The beneficial interests in the Trust shall be in the persons and entities from time to time set forth in a Schedule of Beneficial Interests (the "Schedule of Beneficial Interests"), in the proportions therein set forth, as the same may from time to time be

amended: The initial Schedule of Beneficial Interests has been executed by the initial Trustees and the initial Beneficiaries.

2. No transfer of any beneficial interest in the Trust shall be effective until the Schedule of Beneficial Interests has been amended by an instrument in writing executed by at least (a) one (1) of the Monte J. Wallace Family Trustees (as hereinafter defined), (b) one (1) of the Neil W. Wallace Family Trustees (as hereinafter defined) and (c) all of the persons or entities who are to be the Beneficiaries hereunder immediately following the transfer.

3. Beneficial Interests in the Trust shall be transferable as follows:

(a) Beneficial Interests may be transferred at any time by will, by descent or by inter vivos assignment, provided at that time of the transfer all transferees are among the class comprised of the following persons and entities (singly, a "Qualified Wallace Transferee", collectively "Qualified Wallace Transferees"):

(i) Neil W. Wallace, Elise R. Wallace of Sherborn, Massachusetts, Monte J. Wallace and Anne H. Wallace of Newton, Massachusetts (collectively, the "First Generation Wallaces");

(ii) lineal descendants of First Generation Wallaces (collectively, the "Wallace Descendants", singly, a "Wallace Descendant");

(iii) the widows and widowers of Wallace Descendants during their lifetime, (collectively such widows and widowers being hereinafter referred to as the "Wallace Descendant Spouses");

(iv) any trust, limited liability company, limited liability partnership, general partnership, general partnership, limited partnership, corporation or other legal entity, the exclusive beneficiaries, members, partners, or shareholders of or in which, respectively, are either First Generation Wallaces, Wallace Descendants, Wallace Descendant Spouses or any combination of the same (collectively, "Wallace Owned Entities").

A child adopted by a Wallace Descendant shall qualify as a Wallace Descendant to the same extent as a natural born child. If a person or entity is a Qualified Wallace Transferee at the time he, she or it acquires his, her or its beneficial interest in the Trust but subsequently ceases to be such, such person's or entity's beneficial interest in the Trust shall, without further act or deed by such person or entity, automatically be

deemed to have been transferred to one or more Qualified Wallace Transferee or Transferees designated by the Trustees, in their sole and uncontrolled discretion.

- (b) Beneficial Interests may not be transferred to any person or entity other than a Qualified Wallace Transferee and any attempted transfer to such other person or entity, whether by will or descent inter vivos, shall be void and of no effect.
- (c) Any attempted transfer which would be void because of noncompliance with Paragraph 3(b) above may be subsequently ratified by a majority of the Trustees in their absolute discretion.

4. Every action which under the provisions of this instrument or by law is to be taken by the Beneficiaries shall be taken only if and upon the approval and consent thereto by those persons or entities which hold a majority of the beneficial interest hereunder. Notwithstanding the foregoing or any other provision herein contained to the contrary, those persons or entities holding at least seventy-five percent (75%) of the beneficial interests in the Trust, and not less, may terminate and cancel this Trust at any time.

ARTICLE III - TRUSTEES

1. There shall be four original Trustees, W. Gardner Wallace, Bradford S. Wallace, Monte J. Wallace and Neil W. Wallace. Upon the death, resignation or incapacity of Monte J. Wallace, Anne H. Wallace shall serve as Trustee. Upon her death, resignation or incapacity, her vacancy shall be filled as set forth below. Upon the death, resignation or incapacity of Neil W. Wallace, Elise R. Wallace shall serve as Trustee. Upon her death, resignation or incapacity, her vacancy shall be filled as set forth below. Trustees need not be Beneficiaries. All vacancies in the office of Trustee whether by reason of an increase in the number of Trustees, the resignation, death, incapacity, removal or otherwise shall be filled by the Beneficiaries. The appointment of an additional or a successor Trustee shall be effective as soon as a certificate or affidavit executed and acknowledged by at least one (1) of the Trustees has been recorded in the Cumberland County Registry of Deeds certifying that a vacancy in the office of Trustee has occurred, giving the reason for such vacancy, if applicable, identifying the name or names of the persons who have resigned, died, become incapacitated, removed or otherwise vacated office and identifying the name of the person or persons who are to fill the vacancy.

2. Notwithstanding the foregoing it is the intent of the initial Beneficiaries that there shall at all times be an even number of Trustees and that one-half of the persons in office as Trustees from time to time shall be within the class comprised of Monte J.

office as Trustees from time to time shall be within the class comprised of Monte J. Wallace, Anne H. Wallace and the lineal descendants of Monte J. Wallace and Anne H. Wallace (the "Monte J. Wallace Family Trustee Class") and the remaining one-half of the persons in office as Trustee from time to time shall be within the class comprised of Neil W. Wallace, Elise R. Wallace and the lineal descendants of Neil W. Wallace and Elise R. Wallace (the "Neil W. Wallace Family Trustee Class"). The persons who are from time to time in office as Trustee and are from the Monte J. Wallace Family Trustee Class are sometimes herein referred to as the "Monte J. Wallace Family Trustees" and those persons from time to time in office as Trustee from the Neil W. Wallace Family Trustee Class are sometimes herein referred to as the "Neil W. Wallace Family Trustees". For the purpose of the foregoing, if a vacancy shall occur in the office of Trustee hereunder and such vacancy is attributable to the death, resignation, incapacity or removal of (a) a Monte J. Wallace Family Trustee, such vacancy shall be filled by the Beneficiaries with another person from the Monte J. Wallace Family Trustee Class and (b) a Neil W. Wallace Family Trustee, such vacancy shall be filled by the Beneficiaries with another person from the Neil W. Wallace Family Trustee Class.

3. No Trustee shall be obliged to give any bond or other security for the performance of any of his duties.
4. Any Trustee may resign without intervention of court, by a writing signed and acknowledged by him.
5. Any Trustee who, in the opinion of this co-Trustees, has become incapacitated, may be removed by a writing signed and acknowledged by two or more Trustees and recorded.
6. Title to the trust property shall always vest in the Trustees for the time being in office, and no conveyance or transfer between Trustees shall be necessary when a new Trustee comes into office.
7. A majority of the Trustees shall be necessary and sufficient to exercise the power of all Trustees. Notwithstanding the foregoing every instrument executed by any one person who according to the records in the Cumberland County (Maine) Registry of Deeds appears to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or thereunder as more specifically provided in Paragraph 2 of Article V below.
8. Any Trustee may, without impropriety, be or become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as if he or she were not a Trustee.

ARTICLE IV - MANAGEMENT AND USE OF TRUST PROPERTY

1. The Trustees shall manage the Trust and conduct its business and affairs to the best interests, in their opinion, of the Trust, and shall devote such time thereto as shall be reasonably necessary for the success of the Trust. The Trustees shall have all of the powers, rights and authorities necessary to conduct such business and affairs, including, without limitation, the power to take any of the following actions:

- (a) To acquire and hold, operate, manage, improve, subdivide, sell, exchange, assign, or otherwise dispose of Highlands Farm or any other real property;
- (b) To borrow money and issue evidences of indebtedness and to secure the same by mortgage, pledge or other lien on real property or any asset of the Trust, in furtherance of the purposes of the Trust;
- (c) To enter into, execute, perform, modify, supplement or terminate any agreement, including any agreement relating to financing of Highlands Farm or any other real property of the Trust or any agreement with any person, necessary to, in connection with or incidental to the accomplishment of the purposes of the Trust; any loan or similar agreement; any mortgage note or other note; any mortgage, pledge or other security agreement; any guaranty or commitment; and all documents evidencing, securing, guaranteeing or incident to the foregoing which may be necessary or desirable to accomplish the purposes of the Trust;
- (d) To prepay in whole or in part, refinance, recast, increase, modify or extend any loan or loans and the notes or mortgages or other security agreements associated therewith, or any other notes or mortgages, or other security agreements affecting the assets of the Trust and in connection therewith, to execute any extensions, renewals, or modifications of such documents;
- (e) To open bank accounts, deposit funds therein and withdraw funds therefrom and to invest cash and certificates of deposit, United States government obligations, shares of money market funds, or other money market instruments;
- (f) To manage and operate Highlands Farm in the manner and to the extent the Trustees, in their sole and uncontrolled judgment, deem necessary or advisable and to that end to utilize any portion or all of Highlands Farm

for open space, agricultural and/or forest use and to adopt rules and regulations governing the use and enjoyment of Highlands Farm; and

- (g) To carry on any other activities necessary to or in connection with or incidental to the accomplishment of the purposes of the Trust so long as such activities may be lawfully carried or performed by a Trust under the laws of the State of Maine.

2. The Trustees shall have the right to lease portions of Highlands Farm to Qualified Wallace Transferees for such terms, at such rental rates and subject to such other provisions as the Trustees shall deem necessary or advisable, in their sole and absolute discretion.

3. The Trustees shall be empowered in their absolute discretion to fix charges and allocate such charges among the Beneficiaries and individuals who are from time to time permitted to use Highlands Farm or any other real property of the Trust.

4. The Trustees are empowered to establish such conditions, covenants, restrictions and design guidelines as the Trustees, in their sole and uncontrolled discretion, deem necessary or desirable for the purpose of governing the use and improvement of Highlands Farm or any other real property of the Trust. In addition, the Trustees may establish a condition that no residence may be constructed on Highlands Farm or any other real property of the Trust unless the architectural design, materials, contractors, architects and subcontractors are approved by the Trustees or a design review committee established by the Trustees in advance.

ARTICLE V - PROTECTION OF PERSONS DEALING WITH THE TRUST

1. Purchasers, transfer agents and other persons dealing with this trust or any Trustee shall not be required to examine the trusts hereunder or to see to the application of any money or property paid or transferred to any Trustee, and may deal with the trust property as if the Trustees were the owners thereof free of all trusts.

2. The Trustees hereunder shall have the power to exercise or concur in exercising all powers and discretions given to them hereunder or by law, notwithstanding that they or any of them may have a direct or indirect interest, personally or otherwise, in the mode, result or effect of exercising such powers or discretions.

3. Every instrument executed by any one person who according to the records in the Cumberland County (Maine) Registry of Deeds appears to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or thereunder

that at the time of the delivery thereof this Trust was in full force and effect and that the Trustee was duly authorized by the Beneficiaries to execute and deliver the same. Any person dealing with the Trust Estate or a Trustee may always rely on a certificate signed by any one person appearing from the aforesaid records in said Registry of Deeds to be a Trustee hereunder as to whether or not this Declaration of Trust has been terminated, as to who are the Beneficiaries hereunder, or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by a Trustee or are in any other manner germane to the affairs of the Trust.

ARTICLE VI - PROTECTION OF TRUSTEES AND BENEFICIARIES

1. No Beneficiary shall be personally liable for any obligation or liability incurred by the Trustee or by the Trustees, and the Trustees shall have no right of indemnity or exoneration against the Beneficiaries in respect thereof.
2. Subject to Paragraph 5 of this Article VI, no Trustee shall be personally liable for any obligation or liability incurred by the Trust or by the Trustees, and each Trustee shall be entitled to reimbursement and exoneration out of the trust estate according to law.
3. The trust estate alone shall be liable for the payment or satisfaction of all obligations and liabilities incurred in carrying on the affairs of the Trust.
4. Proceedings against the Trust may be brought against the Trustees as Trustees hereunder and not personally. The Trustees shall be parties thereto only insofar as necessary to enable such obligation or liability to be enforced against the Trust.
5. No Trustees shall be liable to this Trust or the Beneficiaries except for his willful misconduct.
6. No license of court shall be requisite to the validity of any transaction entered into by a Trustee, and a Trustee shall have full power and authority to execute all deeds and other instruments necessary or proper to carry such transactions into effect.
7. Any person or entity dealing with the Trustees or the Trust's assets from time to time shall be entitled to look only to the Trust estate and the assets of the Trust, and not to the Trustees individually, or to any Beneficiary, for payment or performance of any debt or other obligation of this Trust or any claim against the Trust.

ARTICLE VII - TERMINATION AND CONSTRUCTION

1. The Trust shall terminate upon the expiration of twenty years from the death of the last survivor of the following named persons:

Monte J. Wallace
 Anne H. Wallace
 W. Gardner Wallace
 Elizabeth Wallace Trase
 Ian Hamilton Trase
 Olivia Wills Trase
 James Kirby Trase
 John Hamilton Wallace
 Neil W. Wallace
 Elise R. Wallace
 Bradford Stone Wallace
 Jonathan Raymond Wallace
 Marlana A. Wallace
 Jacqueline G. Wallace
 Malcolm S. Wallace
 Julia Wallace Bennett
 Jonathan S. Bennett

2. Upon the termination of the Trust, the Trustees shall distribute the trust estate and/or the proceeds of any sale or distribution thereof among all the Beneficiaries ratably according to their respective proportionate interests in the Trust.
3. No Beneficiary shall be entitled to put an end to the Trust, to require a division of any of the trust estate or to possess, use or enjoy specific property thereof except as specifically provided herein. The death, bankruptcy or legal incapacity of a Beneficiary or a Trustee shall not operate to terminate this trust or entitle any such Trustee or Beneficiary or his legal representatives to an accounting.
4. The construction and operation of this trust shall be governed by the laws of the State of Maine.
5. This instrument may be amended, restated or recast only by an instrument in writing executed by a majority of the Trustees in office at the time and persons or entities that hold a majority of the beneficial interests in the Trust.

IN WITNESS WHEREOF the Trustees have hereunto set their hands and seals
as of the day and year first above written.

TRUSTEES

W. Gardner Wallace
W. Gardner Wallace

Bradford S. Wallace
Bradford S. Wallace

Monte J. Wallace
Monte J. Wallace

Neil W. Wallace
Neil W. Wallace

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk, ss

On December 22, 1995, personally appeared the above named W.
Gardner Wallace, as Trustee, and acknowledged the foregoing instrument to be his
free act and deed in his said capacity as Trustee.

Before me,

Tracy K. Klingbail
Notary Public

SEAL

Tracy K. Klingbail
Typed or Printed Name

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk, ss

On December 22, 1995, personally appeared the above named
Bradford S. Wallace, as Trustee, and acknowledged the foregoing instrument to be his
free act and deed in his said capacity as Trustee.

Before me,

Tracy K. Klingbail
Notary Public

SEAL

Tracy K. Klingbail
Typed or Printed Name

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk, ss

On December 22, 1995, personally appeared the above named
Monte J. Wallace, as Trustee, and acknowledged the foregoing instrument to be his
free act and deed in his said capacity as Trustee.

Before me,

Tracy K. Klingbail
Notary Public

SEAL

Tracy K. Klingbail
Typed or Printed Name

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk, ss

On December 22, 1995, personally appeared the above named
Neil W. Wallace, as Trustee, and acknowledged the foregoing instrument to be his
free act and deed in his said capacity as Trustee.

Before me,

Tracy K. Klingbail
Notary Public

SEAL

Tracy K. Klingbail
Typed or Printed Name

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Description of Property
For Declaration of Trust by
The Trustees of Highlands Farm Trust
Parker Point, Yarmouth, Maine

A certain lot or parcel of land on Parker's Point (the "Highlands Farm Trust Parcel") with any buildings and improvements located thereon located easterly of Gilman Road in the Town of Yarmouth, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the shore of Casco Bay at the Southeasterly corner of land now or formerly of Leon A. Gorman and Lisa M. Cohen as described in the Cumberland County Registry of Deeds, Book 10051, Page 153, and as shown on a "Plan Showing Land Surveyed for Leon A. Gorman and Lisa M. Cohen on the Vaill Road, Yarmouth, Maine," by Land Use Consultants Inc., dated August 7, 1992 and revised to November 17, 1992, and recorded in said Registry of Deeds in Plan Book 192, Page 350; thence by the following courses and distances:

- 1) N 29°49'47" W by said land formerly of Gorman and Cohen a distance of 63 feet, more or less, to a capped iron rod found, 3" above grade in a stone wall;
- 2) N 29°49'47" W by said land formerly of Gorman and Cohen a distance of 938.09 feet to a 5/8" rebar iron pin found, 20" above grade in a stone wall, and land now or formerly of Kenneth L. and Claudia D. Raessler as described in said Registry, Book 9480, Page 159;
- 3) N 30°41'35" W by said land now or formerly of Raessler a distance of 476.02 feet to a 5/8" rebar found, 9" above grade;
- 4) N 69°25'18" E a distance of 227.26 feet to a 2" aluminum disc set in ledge;
- 5) S 30°07'58" E a distance of 370.62 feet to a 5/8" rebar iron pin set in a stone wall;
- 6) N 89°10'34" E a distance of 209.54 feet to a 5/8" rebar iron pin set in a stone wall;
- 7) N 63°15'56" E a distance of 711.03 feet to a 5/8" rebar iron pin set in a stone wall;
- 8) N 21°07'38" E a distance of 284.32 feet to a 5/8" rebar iron pin set;
- 9) N 36°39'15" E a distance of 877.21 feet to a 5/8" rebar iron pin set;

10) N 36°39'15" E a distance of 9 feet, more or less to the southerly shore of the Royal River;

11) Easterly, southerly, southeasterly, southwesterly, northerly, northwesterly, and southwesterly by the shore of the Royal River and of Casco Bay a distance of 7,248 feet, more or less, to the point of beginning.

The above-described parcel contains 99.4 acres and is the same as that shown as "Parcel B" on a "Plan of Property to be conveyed to Parker's Point Limited Partnership" by Titcomb Associates Inc. dated October 20, 1995, and recorded in the Cumberland County Registry of Deeds in Plan Book 196, Page 10 (the "Parker Point Plan"). Bearings are referenced to Magnetic North as observed in 1980; magnetic declination determined by astronomic observation: 18°20'55" W.

For source of title reference is hereby made to the deed from Frederick S. Vaill, Jr., et al. to Broadacres Partnership dated July 11, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12313, Page 255.

TOGETHER with all right, title and interest in and to the shore and flats adjoining the Highlands Farm Trust Parcel (Parcel B on the Parker Point Plan). The warranty covenants hereunder do not apply to the shore and flats adjoining the premises.

TOGETHER with a four-fifths interest in common and undivided in and to the road or right of way known as Vaill Road and shown on the Parker's Point Plan that runs from the Homestead Parcel, shown as "Parcel A" on the Parker Point Plan and to be retained by the Grantor, and that runs by the Highlands Farm Trust Parcel (Parcel B), to the Gilman Road. The warranty covenants hereunder do not apply to the said Vaill Road. Broadacres Partnership for itself, its successors and assigns, hereby covenants and agrees that its reserved one-fifth interest in said Vaill Road is solely for the benefit of the Homestead Parcel for ingress and egress and for the installation, maintenance and repair of utilities, provided that all such new utilities shall be placed solely underground, except for transformers, meters and the like, which are designed to be aboveground, the location of which shall be subject to the approval of the owner of the Highlands Farm Trust Parcel, which approval shall not be unreasonably withheld, conditioned or delayed, and any disturbance to the surface caused by the owner of the Homestead Parcel shall be restored by such owner to its condition prior to disturbance, to the extent reasonably practicable, and provided further that such interest shall be limited so as to permit access and utilities only to the currently existing structures on the Homestead Parcel plus one additional structure of similar size and scale as the currently existing structures.

The Grantor herein and the Grantee herein, for themselves and their respective successors and assigns, hereby agree that they will share in the cost of maintaining, repairing and removing snow from said Vaill Road, as said Vaill Road now exists and as it may from time to time in the future be improved or repaired, (said costs being referred to herein as the "Road Upkeep Costs") in accordance with the following formula. The

owner of the Highland Farms Trust Parcel shall pay 9/12ths of the Road Upkeep Costs and the owner of the Homestead Parcel shall pay 3/12ths of any such Road Upkeep Costs; provided, however, that if in the future there are more than nine (9) residences on the Highland Farms Trust Parcel or more than three (3) residences on the Homestead Parcel, the percentage of the Road Upkeep Costs for Vaill Road shall be adjusted so that the owners of the Highland Farms Trust Parcel and the Homestead Parcel shall pay a percentage of such costs equal to the same percentage that the number of residences on each respective parcel bears to the total number of residences on both parcels. For example, if the number of residences on the Highlands Farm Trust Parcel increases to ten (10) and the number of residences on the Homestead Parcel increases to four (4), the owner of the Highlands Farm Trust Parcel shall pay 10/14ths of the Road Upkeep Costs and the owner of the Homestead Parcel shall pay 4/14ths of the Road Upkeep Costs. Notwithstanding the foregoing, if any maintenance or repair of Vaill Road is necessitated by the act of the owner of the Highlands Farm Trust Parcel or the Homestead Parcel, or by the act of such owner's employees, guests, invitees, contractors or agents, and such maintenance and repair is not due to normal wear and tear of Vaill Road, the cost of such maintenance repair shall be borne solely by such owner. The owner of the Highlands Farm Trust Parcel shall perform such maintenance of Vaill Road and make such repairs as its deems necessary and remove snow and ice so as to make the road passable. The owner of the Highlands Farm Trust Parcel shall forward to the owner of the Homestead Parcel a periodic statement setting forth the amount of the Road Upkeep Costs, together with supporting invoices or other supporting documentation. The owner of the Homestead Parcel shall remit to the owner of the Highlands Farm Trust Parcel its share of such Road Upkeep Costs, as determined hereunder, within thirty (30) days after receipt of such statement. The obligations set forth herein to contribute toward the Road Upkeep Costs of Vaill Road may be enforceable by a proceeding for specific performance or by a suit or action to recover damages. If any suit or proceeding is brought to enforce the obligation to contribute toward such Road Upkeep Costs, the prevailing party shall be entitled to collect all costs and expenses of enforcement, including reasonable attorneys' fees. The obligation to contribute toward the Road Upkeep Costs of Vaill Road shall be deemed to be a covenant running with the land and burdening and benefiting the Highland Farms Trust Parcel and the Homestead Parcel.

SUBJECT, however, to pole easements granted by Frederick M. Vaill, Jr. to Central Maine Power Co. as described in said Registry, Book 2015, Page 35, Book 2134, Page 437, Book 2478, Page 113, and Book 2490, Page 78.

SUBJECT, however, to a right-of-way 10 feet in width along the southwesterly line of the above-described parcel as described in deeds from Frederick S. Vaill, Jr., et al., to Gregory H. and Susan H. Leonard and to Joseph and Jacqueline Mangone as described in said Registry, Book 9926, Page 47 and Book 10036, Page 3.

TOGETHER with all buildings, structures, improvements and fixtures on the Highlands Farm Trust Parcel or attached thereto and all rights, privileges, easements and appurtenances thereto, including without limitation, all air rights, water rights and any

easements, rights-of-way or other interests in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining the Highlands Farm Trust Parcel, and all right, title and interest in and to the flats lying between high and low water mark; and

TOGETHER with an easement for pedestrian and vehicular ingress and egress and for the installation, repair, maintenance and reconstruction of all utilities services now or hereafter available to the Highlands Farm Trust Parcel, including without limitation, water, sewer, electric, gas, cable, telephone over, across, under and through the existing driveway on the Homestead Parcel as depicted on the Parker's Point Plan, provided that all such utilities shall be placed solely underground, except for transformers, meters and the like, which are designed to be aboveground, the location of which shall be subject to the approval of the owner of the Homestead Parcel, which approval shall not be unreasonably withheld, conditioned or delayed, and any disturbance to the surface caused by the owner of the Highlands Farm Trust Parcel shall be restored by the owner of the Highlands Farm Trust Parcel to its condition prior to disturbance, to the extent reasonably practicable.

EXCEPTING, however, the parcel of land conveyed by Frederick S. Vaill, Jr. to Lillian Stafford Strange Vaill by deeds dated December 31, 1986 and January 2 1987 and recorded in the Cumberland County Registry of Deeds in Book , Page and in Book , Page , respectively. 12313 253

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EXHIBIT A

LEGAL DESCRIPTION OF THE LILLIAN S. S. VAILL PARCEL

Beginning at a point located on the Southerly sideline of a right-of-way leading to Blueberry Hill; said point located Southeasterly one thousand (1,000) feet, more or less, along said Right-of-Way from the end of Vaill Point Road;

Thence South 83°05'31" East along the Southerly side of said right-of-way, fifty-one and zero eight hundredths (51.08) feet to a point;

Thence, continuing along said right-of-way, South 71°01'02" East, two hundred fifty-two and twenty-five hundredths (252.25) feet to a point;

Thence South 55°53'49" East, continuing along the Southerly sideline of said right-of-way, one hundred sixty and fifty-three hundredths (160.53) feet to a point;

Thence South 10°00'22" West, four hundred eight and twenty hundredths (408.20) feet to a point on the High Water Mark of Casco Bay;

Thence Northwesterly, Southwesterly, and Westerly along said shoreline, three hundred eighty (380) feet, more or less, to a point;

Thence North 00°00'12" West, three hundred six and zero one hundredths (306.01) feet to a point;

Thence North 37°01'14" West, one hundred fifty-six and seventy-three hundredths (156.73) feet to a point;

Thence North 35°40'30" East, ninety and twenty-eight hundredths (90.28) feet to the point of beginning.

Said parcel contains four and zero three hundredths (4.03) acres.

Bearings are magnetic of the year 1979.

Together with a right of way for ingress, egress and utilities.

Together with grantor's interest in and to the shore and flats adjoining the premises.

jah\broadacr.dee

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95 JAN 18 PM 3:29

CUMBERLAND COUNTY

John B O'Brien

40094

Exhibit #4

MEMORANDUM OF LEASE

1. NAME OF PARTIES:

- (a) The Landlord is **HIGHLANDS FARM TRUST**, a Trust created by Declaration of Trust, dated December 22, 1995, recorded in Cumberland County Registry of Deeds, Book 12313, Page 261
- (b) The Tenant is **JOHN H. WALLACE**, an individual resident of Boston, Massachusetts

2. DESCRIPTION OF PREMISES:

Housesite Two, as shown on a plan entitled "Subdivision Plan Parker Point, Yarmouth, Maine, made for Highlands Farm Trust," dated February 28, 1996, prepared by Titcomb Associates, Inc., as revised through March 18, 1997, and recorded in the Cumberland County Registry of Deeds, Plan Book 197, Page 139, together with and subject to all easements, rights, obligations and covenants set forth in the Declaration of Easements, Covenants and Restrictions, Highlands Farm, Yarmouth, Maine, dated October 9, 1998, and recorded in said Registry of Deeds, in Book 14328, Page 94, as the same may be amended from time to time.

3. DATE OF LEASE:

October 9, 1998

4. TERM OF LEASE:

Beginning on October 9, 1998 and ending on December 31, 2097

5. PROVISIONS RELATING TO RENEWALS OR EXTENSIONS:

None

6. PROVISIONS RELATING TO OPTIONS TO PURCHASE OR TRANSFER OF TITLE:

Tenant has a right of first refusal, throughout the term of the Lease, to purchase the Premises, as more particularly described in Article XIV of the Lease. Prior to entering into any contract of sale with a third party, Landlord must first comply with the requirements of said Article XIV.

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This Memorandum of Lease is executed pursuant to the terms of the Lease in order to give record notice and is not intended nor shall it be construed to vary or modify the terms and conditions thereof.

Dated: December 28, 1998

LANDLORD:
HIGHLANDS FARM TRUST

By: *Neil W. Wallace*
Printed Name: Neil W. Wallace
Trustee

TENANT

John H. Wallace
John H. Wallace, individually

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF SUFFOLK, s.s.

On December 28 1998, personally appeared the above named Neil W. Wallace, Trustee of Highlands Farm Trust, and acknowledged the same to be his free act and deed in his said capacity, and the free act and deed of Highlands Farm Trust.

Before me,

Gayle E. Jervis
Notary Public
Printed Name: Gayle E. Jervis

SEAL

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF SUFFOLK, s.s.

On December 28 1998, personally appeared the above named John H. Wallace and acknowledged the same to be his free act and deed.

Before me,

Gayle E. Jervis
Notary Public
Printed Name: Gayle E. Jervis

SEAL

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1999 JUN -9 AM 11:11

CUMBERLAND COUNTY

John B. Bryn

03228

WARRANTY DEED
(Statutory Short Form)

BROADACRES PARTNERSHIP, a General Partnership with a place of business at Vaill Point Road, in Yarmouth, County of Cumberland, and State of Maine, for consideration paid, grants to W. GARDNER WALLACE and MONTE S. WALLACE, both of Newton, County of Middlesex, Commonwealth of Massachusetts, BRADFORD S. WALLACE, of Boston, County of Suffolk, Commonwealth of Massachusetts, and NEIL W. WALLACE, of Sherborn, County of Middlesex, Commonwealth of Massachusetts, TRUSTEES OF THE HIGHLANDS FARM TRUST, a trust created under declaration of trust dated December 22, 1995, with a mailing address of General Investment & Development Co., 600 Atlantic Avenue, Suite 2000, Boston, Massachusetts 02216, WITH WARRANTY COVENANTS, the following described real estate in Yarmouth, County of Cumberland, and State of Maine:

See Exhibit A attached hereto and made a part hereof.

WITNESS my hand and seal this 18th day of January, 1996.

BROADACRES PARTNERSHIP

Witness

Melissa E. V. Quickel
By: Melissa E. V. Quickel
Its: General Partner

STATE OF MAINE
Cumberland, ss.

January 18, 1996

Then personally appeared the above-named Melissa E. V. Quickel, in her said capacity as General Partner of Broadacres Partnership, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Printed Name:

James A. Hopkins
Notary Public/Attorney at Law

mas00003\jah\broadac1.dee

MAINE REAL ESTATE TAX PAID

Description of Property
For Conveyance to
The Trustees of Highlands Farm Trust
Parker Point, Yarmouth, Maine

A certain lot or parcel of land on Parker's Point (the "Highlands Farm Trust Parcel") with any buildings and improvements located thereon located easterly of Gilman Road in the Town of Yarmouth, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the shore of Casco Bay at the Southeasterly corner of land now or formerly of Leon A. Gorman and Lisa M. Cohen as described in the Cumberland County Registry of Deeds, Book 10051, Page 153, and as shown on a "Plan Showing Land Surveyed for Leon A. Gorman and Lisa M. Cohen on the Vaill Road, Yarmouth, Maine," by Land Use Consultants Inc., dated August 7, 1992 and revised to November 17, 1992, and recorded in said Registry of Deeds in Plan Book 192, Page 350; thence by the following courses and distances:

- 1) N 29°49'47" W by said land formerly of Gorman and Cohen a distance of 63 feet, more or less, to a capped iron rod found, 3" above grade in a stone wall;
- 2) N 29°49'47" W by said land formerly of Gorman and Cohen a distance of 938.09 feet to a 5/8" rebar iron pin found, 20" above grade in a stone wall, and land now or formerly of Kenneth L. and Claudia D. Raessler as described in said Registry, Book 9480, Page 159;
- 3) N 30°41'35" W by said land now or formerly of Raessler a distance of 476.02 feet to a 5/8" rebar found, 9" above grade;
- 4) N 69°25'18" E a distance of 227.26 feet to a 2" aluminum disc set in ledge;
- 5) S 30°07'58" E a distance of 370.62 feet to a 5/8" rebar iron pin set in a stone wall;
- 6) N 89°10'34" E a distance of 209.54 feet to a 5/8" rebar iron pin set in a stone wall;
- 7) N 63°15'56" E a distance of 711.03 feet to a 5/8" rebar iron pin set in a stone wall;
- 8) N 21°07'38" E a distance of 284.32 feet to a 5/8" rebar iron pin set;
- 9) N 36°39'15" E a distance of 877.21 feet to a 5/8" rebar iron pin set;

10) N 36°39'15" E a distance of 9 feet, more or less to the southerly shore of the Royal River;

11) Easterly, southerly, southeasterly, southwesterly, northerly, northwesterly, and southwesterly by the shore of the Royal River and of Casco Bay a distance of 7,248 feet, more or less, to the point of beginning.

The above-described parcel contains 99.4 acres and is the same as that shown as "Parcel B" on a "Plan of Property to be conveyed to Parker's Point Limited Partnership" by Titcomb Associates Inc. dated October 20, 1995, and recorded in the Cumberland County Registry of Deeds in Plan Book 196, Page 10 (the "Parker Point Plan"). Bearings are referenced to Magnetic North as observed in 1980; magnetic declination determined by astronomic observation: 18°20'55" W.

For source of title reference is hereby made to the deed from Frederick S. Vaill, Jr., et al. to Broadacres Partnership dated July 11, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12313, Page 255.

TOGETHER with all right, title and interest in and to the shore and flats adjoining the Highlands Farm Trust Parcel (Parcel B on the Parker Point Plan). The warranty covenants hereunder do not apply to the shore and flats adjoining the premises.

TOGETHER with a four-fifths interest in common and undivided in and to the road or right of way known as Vaill Road and shown on the Parker's Point Plan that runs from the Homestead Parcel, shown as "Parcel A" on the Parker Point Plan and to be retained by the Grantor, and that runs by the Highlands Farm Trust Parcel (Parcel B), to the Gilman Road. The warranty covenants hereunder do not apply to the said Vaill Road. Broadacres Partnership for itself, its successors and assigns, hereby covenants and agrees that its reserved one-fifth interest in said Vaill Road is solely for the benefit of the Homestead Parcel for ingress and egress and for the installation, maintenance and repair of utilities, provided that all such new utilities shall be placed solely underground, except for transformers, meters and the like, which are designed to be aboveground, the location of which shall be subject to the approval of the owner of the Highlands Farm Trust Parcel, which approval shall not be unreasonably withheld, conditioned or delayed, and any disturbance to the surface caused by the owner of the Homestead Parcel shall be restored by such owner to its condition prior to disturbance, to the extent reasonably practicable, and provided further that such interest shall be limited so as to permit access and utilities only to the currently existing structures on the Homestead Parcel plus one additional structure of similar size and scale as the currently existing structures.

The Grantor herein and the Grantee herein, for themselves and their respective successors and assigns, hereby agree that they will share in the cost of maintaining, repairing and removing snow from said Vaill Road, as said Vaill Road now exists and as it may from time to time in the future be improved or repaired, (said costs being referred

to herein as the "Road Upkeep Costs") in accordance with the following formula. The owner of the Highland Farms Trust Parcel shall pay 9/12ths of the Road Upkeep Costs and the owner of the Homestead Parcel shall pay 3/12ths of any such Road Upkeep Costs; provided, however, that if in the future there are more than nine (9) residences on the Highland Farms Trust Parcel or more than three (3) residences on the Homestead Parcel, the percentage of the Road Upkeep Costs for Vaill Road shall be adjusted so that the owners of the Highland Farms Trust Parcel and the Homestead Parcel shall pay a percentage of such costs equal to the same percentage that the number of residences on each respective parcel bears to the total number of residences on both parcels. For example, if the number of residences on the Highlands Farm Trust Parcel increases to ten (10) and the number of residences on the Homestead Parcel increases to four (4), the owner of the Highlands Farm Trust Parcel shall pay 10/14ths of the Road Upkeep Costs and the owner of the Homestead Parcel shall pay 4/14ths of the Road Upkeep Costs. Notwithstanding the foregoing, if any maintenance or repair of Vaill Road is necessitated by the act of the owner of the Highlands Farm Trust Parcel or the Homestead Parcel, or by the act of such owner's employees, guests, invitees, contractors or agents, and such maintenance and repair is not due to normal wear and tear of Vaill Road, the cost of such maintenance repair shall be borne solely by such owner. The owner of the Highlands Farm Trust Parcel shall perform such maintenance of Vaill Road and make such repairs as it deems necessary and remove snow and ice so as to make the road passable. The owner of the Highlands Farm Trust Parcel shall forward to the owner of the Homestead Parcel a periodic statement setting forth the amount of the Road Upkeep Costs, together with supporting invoices or other supporting documentation. The owner of the Homestead Parcel shall remit to the owner of the Highlands Farm Trust Parcel its share of such Road Upkeep Costs, as determined hereunder, within thirty (30) days after receipt of such statement. The obligations set forth herein to contribute toward the Road Upkeep Costs of Vaill Road may be enforceable by a proceeding for specific performance or by a suit or action to recover damages. If any suit or proceeding is brought to enforce the obligation to contribute toward such Road Upkeep Costs, the prevailing party shall be entitled to collect all costs and expenses of enforcement, including reasonable attorneys' fees. The obligation to contribute toward the Road Upkeep Costs of Vaill Road shall be deemed to be a covenant running with the land and burdening and benefiting the Highland Farms Trust Parcel and the Homestead Parcel.

SUBJECT, however, to pole easements granted by Frederick M. Vaill, Jr. to Central Maine Power Co. as described in said Registry, Book 2015, Page 35, Book 2134, Page 437, Book 2478, Page 113, and Book 2490, Page 78.

SUBJECT, however, to a right-of-way 10 feet in width along the southwesterly line of the above-described parcel as described in deeds from Frederick S. Vaill, Jr., et al., to Gregory H. and Susan H. Leonard and to Joseph and Jacqueline Mangone as described in said Registry, Book 9926, Page 47 and Book 10036, Page 3.

TOGETHER with all buildings, structures, improvements and fixtures on the Highlands Farm Trust Parcel or attached thereto and all rights, privileges, easements and

BK 12313PG281

appurtenances thereto, including without limitation, all air rights, water rights and any easements, rights-of-way or other interests in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining the Highlands Farm Trust Parcel, and all right, title and interest in and to the flats lying between high and low water mark; and

TOGETHER with an easement for pedestrian and vehicular ingress and egress and for the installation, repair, maintenance and reconstruction of all utilities services now or hereafter available to the Highlands Farm Trust Parcel, including without limitation, water, sewer, electric, gas, cable, telephone over, across, under and through the existing driveway on the Homestead Parcel as depicted on the Parker's Point Plan, provided that all such utilities shall be placed solely underground, except for transformers, meters and the like, which are designed to be aboveground, the location of which shall be subject to the approval of the owner of the Homestead Parcel, which approval shall not be unreasonably withheld, conditioned or delayed, and any disturbance to the surface caused by the owner of the Highlands Farm Trust Parcel shall be restored by the owner of the Highlands Farm Trust Parcel to its condition prior to disturbance, to the extent reasonably practicable.

EXCEPTING, however, the parcel of land conveyed by Frederick S. Vaill, Jr. to Lillian Stafford Strange Vaill by deeds dated December 31, 1986 and January 2 1987 and recorded in the Cumberland County Registry of Deeds in Book ¹²³¹³, Page ²⁵ and in Book ¹²³¹³, Page ²⁵, respectively.

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RECORDED REGISTRY OF DEEDS

96 JAN 19 PM 3:32

CUMBERLAND COUNTY

John B O'Brien

039605

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That I, W. Gardner Wallace of Newton, Massachusetts, Trustee of the Highlands Farm Trust II, (the "Trust") a Trust created under Declaration of Trust dated December 21, 1995, and recorded in the Cumberland County Registry of Deeds in Book 12319, Page 96,

in consideration of One Dollar and other valuable considerations,

paid by W. Gardner Wallace of Newton, Massachusetts, Monte J. Wallace of Newton, Massachusetts, Neil W. Wallace of Sherborn, Massachusetts, and Bradford S. Wallace of Boston, Massachusetts, Trustees of Highlands Farms Trust, a Trust created under Declaration of Trust dated December 22, 1995, and recorded with the Cumberland County Registry of Deeds in Book 12313, Page 261,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto W. Gardner Wallace, Monte J. Wallace, Bradford S. Wallace and Neil W. Wallace, as Trustees of the Highlands Farms Trust, their successors and assigns forever.

A certain lot or parcel of land Southeasterly of, but not adjoining, "Vail Road" in the Town of Yarmouth, County of Cumberland, State of Maine, bounded and described as follows:

Beginning a point on the Southwesterly line of land now or formerly of Highlands Farm Trust as described in the Cumberland County Registry of Deeds, Book 12313 Page 277 and Book 12313 Page 284, the Westerly corner of "Housesite Three" as shown on a "Subdivision Plan (of) Parker Point ... made for Highlands Farm Trust" dated February 28, 1996, and recorded in said Registry, Plan Book 196 page 61, thence by the following courses and distances:

- 1) S 29°49'47" E along the Southwesterly line of Housesite Three as shown on said plan a distance of One Hundred Thirty and 00/100 (130.00) Feet to a point;
- 2) S 60°10'13" W a distance of Twenty-Five and 00/100 (25.00) Feet to a point;
- 3) N 29°49'47" W a distance of One Hundred Thirty and 00/100 (130.00) Feet to a point;
- 4) N 60°10'13" E a distance of Twenty-Five and 00/100 (25.00) Feet to the point of beginning.

MAINE REAL ESTATE TAX PAID

The above described parcel of land contains 3,250 square feet and is a portion of the land now or formerly of Highlands Farm Trust II as described in said Registry, Book 12324 Page 314. Bearings are referenced to Magnetic North as shown on said plan.

Also, all our right, title and interest in and to the shore and flats adjacent to the above described premises.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said W. GARDNER WALLACE, MONTE J. WALLACE, BRADFORD S. WALLACE and NEIL W. WALLACE, as Trustees of the Highlands Farm Trust, a Trust created under Declaration of Trust dated December 22, 1995, their successors and assigns, to them and their use and behoof forever.

And the Trust does covenant with the said Grantee, its successors and assigns, that it shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the said W. Gardner Wallace, Trustee of Highlands Farm Trust II, being the said Grantor, hereunto sets his hand and seal this 15th day of July, 1997.

Signed, Sealed and Delivered
in presence of

W. Gardner Wallace
Witness

W. Gardner Wallace
W. Gardner Wallace, Trustee
as aforesaid and not individually
Highlands Farm Trust II

Commonwealth of Massachusetts
County of Suffolk

July 15, 1997

Then personally appeared the above named W. Gardner Wallace, as Trustee of Highlands Farm Trust II and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of Highlands Farm Trust II, before me,

RECEIVED
RECORDED REGISTRY OF DEEDS

R:\kml\highlands\deed2.doc 1997 JUL 18 PH12:46

CUMBERLAND COUNTY

John B O'Brien

2

Kathleen M. Kelly
Notary Public SEAL
KATHLEEN M. KELLY, NOTARY PUBLIC
MY COMMISSION EXPIRES OCTOBER 11, 2002

MEMORANDUM OF LEASE

1. **NAME OF PARTIES:**

- (a) The Landlord is **HIGHLANDS FARM TRUST**, a Trust created by Declaration of Trust, dated December 22, 1995, recorded in Cumberland County Registry of Deeds, Book 12313, Page 261
- (b) The Tenant is **ELIZABETH WALLACE TRASE**, an individual resident of Needham, Massachusetts

2. **DESCRIPTION OF PREMISES:**

Housesite Three, as shown on a plan entitled "Subdivision Plan Parker Point, Yarmouth, Maine, made for Highlands Farm Trust," dated February 28, 1996, prepared by Titcomb Associates, Inc., as revised through March 18, 1997, and recorded in the Cumberland County Registry of Deeds, Plan Book 197, Page 139, together with and subject to all easements, rights, obligations and covenants set forth in the Declaration of Easements, Covenants and Restrictions, Highlands Farm, Yarmouth, Maine, dated October 9, 1998, and recorded in said Registry of Deeds, in Book 14328, Page 94, as the same may be amended from time to time.

3. **DATE OF LEASE:**

August 31, 1999

4. **TERM OF LEASE:**

Beginning on August 31, 1999 and ending on December 31, 2097

5. **PROVISIONS RELATING TO RENEWALS OR EXTENSIONS:**

None

6. **PROVISIONS RELATING TO OPTIONS TO PURCHASE OR TRANSFER OF TITLE:**

Tenant has a right of first refusal, throughout the term of the Lease, to purchase the Premises, as more particularly described in Article XIV of the Lease. Prior to entering into any contract of sale with a third party, Landlord must first comply with the requirements of said Article XIV.

BK 15022 PG 185

This Memorandum of Lease is executed pursuant to the terms of the Lease in order to give record notice and is not intended nor shall it be construed to vary or modify the terms and conditions thereof.

Dated: August 31, 1999

LANDLORD:
HIGHLANDS FARM TRUST

By: W. Garoud Wallace
Printed Name: W. GAROUD WALLACE
Trustee

TENANT

Elizabeth Wallace Trase
Elizabeth Wallace Trase

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF SUFFOLK, s.s.

On August 31, 1999, personally appeared the above named W. Garoud Wallace Trustee of Highlands Farm Trust, and acknowledged the same to be his free act and deed in his said capacity, and the free act and deed of Highlands Farm Trust.

Before me,

JA
Notary Public 5
Printed Name: JAMES A. ZALU
5-5-2000

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF SUFFOLK, s.s.

On August 31, 1999, personally appeared the above named Elizabeth Wallace Trase and acknowledged the same to be her free act and deed.

Before me,

JA
Notary Public 5
Printed Name: JAMES A. ZALU
5-5-2000

RECEIVED
RECORDED REGISTRY OF DEEDS

1999 SEP -2 PM 12: 10

CUMBERLAND COUNTY

John B O'Brien

-83750

**DECLARATION OF EASEMENTS, COVENANTS
AND RESTRICTIONS**

HIGHLANDS FARM, YARMOUTH, MAINE

DECLARATION made this 9th day of ~~October~~ 1998 by **W. GARDNER WALLACE** of Newton, Massachusetts, **BRADFORD S. WALLACE** of Boston, Massachusetts, **MONTE J. WALLACE** of Newton, Massachusetts, and **NEIL W. WALLACE** of Sherborn, Massachusetts, each in his capacity as a Trustee of **HIGHLANDS FARM TRUST** ("Highlands Farm Trust") established by Declaration of Trust dated December 22, 1995, recorded Cumberland County Registry of Deeds (the "Cumberland Registry") Book 12313, Page 261 (hereinafter collectively referred to as "Declarants"), for purposes of submitting certain property located in the Town of Yarmouth, Cumberland County, Maine to the easements, covenants and restrictions hereinafter set forth.

BACKGROUND FACTS

The background facts to this instrument are as follows:

- A.. On or about January 18, 1996 by warranty deed of Broadacres Partnership ("Broadacres") recorded in the Cumberland Registry in Book 12313 at Page 277 and by warranty deed of Lillian S.S. Vaill recorded in the Cumberland Registry in Book 12313 at Page 284, Declarants acquired two parcels of land containing approximately 99.4 acres in the Town of Yarmouth, County of Cumberland, State of Maine (the "Broadacres/Vaill Parcels").
- B. On or about March 25, 1996, by deed of Broadacres recorded in the Cumberland Registry in Book 12430 at Page 004 Declarants acquired an additional parcel of land containing 2.06 acres, more or less, (the "Beaver Dam Parcel"). The Beaver Dam Parcel abuts the Broadacres/Vaill Parcels.
- C. On December 29, 1995, the Town of Yarmouth Planning Board (the "Yarmouth Planning Board") granted final subdivision approval of the subdivision of the Broadacres/Vaill Parcels into nine (9) lots or Housesites for residential development (the "Housesites"). The entirety of the Broadacres/Vaill Parcels depicting the Housesites are all shown on a plan entitled "Subdivision Plan Property Parker Point Yarmouth, Maine made for Highlands Farm Trust", dated February 28, 1996 of Titcomb Associates, Inc., #8 Portland North Business Park,

Falmouth, Maine 04105, recorded in the Cumberland Registry in Plan Book 196 at Page 61 (the "Highlands Farm Subdivision Plan").

- D. On April 30, 1997 the Yarmouth Planning Board approved revisions to Highlands Farm Subdivision Plan. Those revisions effected modifications to the perimeter boundaries of Housesites Three and Six. The revisions were made March 18, 1997 and are shown on the Highlands Farm Subdivision Plan, as revised, recorded in the Cumberland Registry in Plan Book 197 at page 139 (the "Revised Highlands Farm Subdivision Plan").
- E. The modification to the perimeter boundaries of Housesite Three entailed the annexation to Housesite Three of 3250 square feet of land (the "Housesite Three Annexed Parcel"). The Housesite Three Annexed Parcel was acquired by Declarants by deed dated July 15, 1997 of W. Gardner Wallace, as Trustee of Highlands Farm Trust II, which deed is recorded in the Cumberland Registry in Book 13204, at Page 286.
- F. Declarants desire to place on the Burdened Estate, as hereinafter defined, certain easements (the "Easements") for benefit of the Housesites. Certain Easements cross and in so doing, encumber Housesites One, Three and Four, as shown on the Revised Highlands Farm Subdivision Plan. With respect to such Easements, Housesites One, Three and Four shall constitute part of the Burdened Estate.
- G. Declarants also intend to impose upon the Broadacres/Vaill Parcels, the Beaver Dam Parcel and the Housesite Three Annexed Parcel, as well as any additional parcels that may in the future be acquired by the Trustees of Highlands Farm Trust (all of the parcels of real property from time to time owned by Declarants being collectively hereinafter referred to as "Highlands Farm") a common scheme of protective conditions, covenants and restrictions.
- H. As part of such common scheme of protective conditions, covenants and restrictions, Declarants desire to establish protective restrictions so as to preserve, to the extent permitted by law, ownership of Highlands Farm within Monte J. Wallace, Neil W. Wallace, their wives and lineal descendants, (hereinafter collectively referred to as the "Wallace Families").

PURPOSE

To ensure (i) that Highlands Farm shall be owned, maintained and operated as a unified family residential community for the Wallace Families with consistent design and use guidelines and standards, and (ii) that Highlands Farm, other than the Housesites, will

be retained primarily for as long as legally permissible in its natural, scenic and open space condition or in agricultural, farming, forest or recreational use, Declarants desire to establish a common scheme and plan of protective conditions, covenants and restrictions; and (iii) to establish certain Easements within Highlands Farm for the benefit of the Housesites.

DECLARATION

NOW THEREFORE, Declarants hereby impose upon Highlands Farm and hereby declare (a) that all of the Burdened Estate shall be subject to the following described Easements which shall run with and bind the Burdened Estate for the benefit of each of the Benefited Estates, as such terms are defined below, and (b) that all of Highlands Farm, including the Housesites and the Highlands Farm Open Space (as hereinafter defined), shall be subject to the following common scheme of conditions, covenants and restrictions all of which shall equally run with and bind Highlands Farm, including each of the Housesites and the Highlands Farm Open Space, for the common benefit of Declarants, other owners, lessees, occupants and guests, and (c) that all of Highlands Farm, as well as each of the Housesites within Highlands Farm, shall be held, transferred, leased, encumbered, sold, conveyed, operated, managed improved, occupied and used subject hereto, except as explicitly provided in this Declaration.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

- (a) **BROADACRES:** Broadacres Partnership, a Maine General Partnership, now or formerly with a place of business at Vaill Point Road, in Yarmouth, County of Cumberland and State of Maine.
- (b) **BROADACRES/VAILL PARCELS:** The two parcels of land containing approximately 99.4 acres in the Town of Yarmouth, County of Cumberland, State of Maine, acquired by Declarants by Warranty Deed of Broadacres recorded in the Cumberland Registry in Book 12313, Page 277, and by Warranty Deed of Lillian S.S. Vaill recorded in the Cumberland Registry in Book 12313, Page 284.
- (d) **BEAVER DAM PARCEL:** The parcel of land containing 2.06 acres, more or less, acquired by Declarants by Deed of Broadacres recorded in the Cumberland Registry in Book 12430, Page 004.

- (c) **CUMBERLAND REGISTRY:** Cumberland County Registry of Deeds.
- (e) **DECLARANTS:** The owners from time to time of the fee interest in the Highlands Farm Open Space, as reflected in the Cumberland Registry. So long as the owner of record of the fee interest in Highlands Farm Open Space is the Highlands Farm Trust, the Declarants shall be the trustees of such Highlands Farm Trust from time to time, as reflected in the records of the Cumberland Registry.
- (f) **DECLARATION:** This Declaration of Easements, Covenants, and Restrictions, as it may from time to time be supplemented or amended.
- (g) **DESIGN GUIDELINES:** The Design Guidelines from time to time approved in writing by Declarants.
- (h) **DESIGN REVIEW COMMITTEE or COMMITTEE:** The committee established pursuant to Section 6.2 to review and act upon all Improvements proposed to be constructed, erected or placed within Highlands Farm.
- (i) **EASEMENTS:** The easements herein created for the benefit of Housesites.
- (j) **HIGHLANDS FARM:** The Broadacres/Vaill Parcels, the Beaver Dam Parcel, the Housesite Three Annexed Parcel and any additional parcels that may in the future be acquired by the Trustees of Highlands Farm Trust under the provisions of Article II hereof.
- (k) **HIGHLANDS FARM OPEN SPACE** (also constituting substantially all of and accordingly falling within the definition of the "BURDENED ESTATE"): All of Highlands Farm except so much thereof as lies within the perimeter property lines of a Housesite.
- (l) **HIGHLANDS FARM SUBDIVISION PLAN:** The original subdivision plan for Highlands Farm entitled "Subdivision Plan - Parker Point - Yarmouth, Maine made for Highlands Farms Trust, 600 Atlantic Avenue, Boston, Massachusetts" dated February 28, 1996, prepared by Titcomb Associates, Inc., #8 Portland North Business Park, Falmouth, Maine 04105, recorded in the Cumberland Registry in Plan Book 196, Page 61.
- (m) **HIGHLANDS FARM TRUST:** The trust established by Declaration of Trust dated December 22, 1995, recorded in the Cumberland Registry in Book 12313 at page 261, as amended.

(n) **HOUSESITE** (sometimes hereinafter referred to collectively as the "BENEFITED ESTATES" and individually as a "BENEFITED ESTATE"): Any one of the residential lots shown on the Revised Highlands Farm Subdivision Plan and any residential lot within Highlands Farm shown on any future revision to the Highlands Farm Subdivision Plan or any future subdivision plan approved by Declarants and, if and to the extent required by applicable law, approved by the board or similar body politic of the Town of Yarmouth having jurisdiction over the subdivision of land into lots for development.

(o) **HOUSESITE OWNER**: Any Person, as hereinafter defined, who or which may from time to time own of record a Housesite in fee simple or be the lessee under or holder of a leasehold estate, as set forth in a notice of lease or similar instrument filed in the Cumberland Registry, in and to the land within any Housesite, by virtue of a ground lease, or otherwise, and by virtue of deed of conveyance, assignment of lease, foreclosure, deed in lieu of foreclosure or otherwise, and incident to which such Person is entitled to substantially all of the incidents of ownership customarily associated with ownership of the fee simple estate and/or interest in and to real property under the laws of the State of Maine, subject to the terms of this Declaration.

(p) **HOUSESITE THREE ANNEXED PARCEL**: The parcel of land containing 3250 square feet of land acquired by Declarants by Deed dated July 15, 1997 of W. Gardner Wallace, as Trustee of Highlands Farm Trust II, which Deed is recorded in the Cumberland Registry in Book 13204, Page 286.

(q) **HOUSING DEVELOPMENT**: Single family detached residential housing, including, without limitation, all improvements normally associated therewith such as driveways, exterior lighting, fences, landscaping, decks, patios, porches and garages.

(r) **IMPROVEMENT**: Any structure or improvement of any kind, including without limitation, any addition to or alteration of a previously constructed structure or other improvement.

(s) **INTERNAL PRIVATE COMMON ROADS**: Vaill Road and the Approved Roads, as shown on the Revised Highlands Farm Subdivision Plan, in each case in order to gain access to and from Gilman Road, a public way shown on such plan, and any other driveways and roads within Highlands Farm designated by Declarants, in their sole and uncontrolled discretion, as being available for use by more than a single Housesite Owner.

(t) **INTERNAL PRIVATE COMMON UTILITIES**: All utility lines, conduits, cables, pipes, transformers, hydrants, valves, wires and other materials and equipment

necessary or desirable in connection with the furnishing of utility services to Housing Development and designated by Declarants, in their sole and uncontrolled discretion, as being available for use by more than a single Housesite Owner.

(u) **OWNERSHIP INTERESTS:** The indicia of ownership held by a Housesite Owner including, without limitation, any fee simple absolute estate or interest and any leasehold interest or estate.

(v) **PERSON:** Any natural person, trust, partnership, corporation, limited liability company or other entity.

(w) **QUALIFIED WALLACE FAMILY MEMBER:**

- (i) Neil W. Wallace, Elise R. Wallace of Sherborn, Massachusetts, Monte J. Wallace and Anne H. Wallace of Newton, Massachusetts (collectively, the "First Generation Wallaces");
- (ii) lineal descendants of First Generation Wallaces (collectively, the "Wallace Descendants", singly, a "Wallace Descendant");
- (iii) any Person (other than a natural person) the exclusive beneficiaries, members, partners, or shareholders of or in which, respectively, are either First Generation Wallaces, Wallace Descendants, or any combination of the same;
- (iv) A child adopted by a Wallace Descendant shall qualify as a Wallace Descendant to the same extent as a natural born child.

(x) **REVISED HIGHLANDS FARM SUBDIVISION PLAN:** The Highlands Farm Subdivision Plan revised March 18, 1997 to show the changes to the perimeter boundaries to Housesites Three and Six, as approved by the Yarmouth Planning Board on April 30, 1997 recorded in the Cumberland Registry in Plan Book 197 at Page 139.

(y) **RULES AND REGULATIONS:** Rules and Regulations for the use of Highlands Farm, made and promulgated from time to time by Declarants.

(z) **TRUSTEE:** Any Person who may from time to time be a trustee of the Trust.

(aa) **UTILITY SERVICES:** Electricity, telephone, cable television, and any other transmission of voice, video or optical services.

- (bb) **USER:** Any Person within Highlands Farm at any time who is not either a Trustee of Highlands Farm Trust or a Housesite Owner.
- (cc) **YARMOUTH PLANNING BOARD:** The Town of Yarmouth, Maine Planning Board.
- (dd) **WALLACE FAMILIES:** At any time all Persons, each of whom is at such time a Qualified Wallace Family Member.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

SECTION 2.1. PROPERTY. The real property which is, and shall be, held, transferred, sold, conveyed, occupied and used subject to this Declaration consists of the Broadacres/Vaill Parcels, the Beaver Dam Parcel and the Housesite Three Annexed Parcel, as more particularly described in **Exhibit A** hereto, and, in addition thereto, any additional parcel that may in the future be acquired by the Trustees of Highlands Farm Trust under the provisions of Section 2.2.

SECTION 2.2. ANNEXATION OF ADDITIONAL REAL PROPERTY. Additional real property may from time to time be annexed to the property which is subject to this Declaration and, accordingly, part of Highlands Farm. No real property may be annexed to the property which is subject to this Declaration unless such annexation is approved in writing by a majority of Declarants.

SECTION 2.3. ESTABLISHMENT OF HOUSESITES. Housesites have been established within Highlands Farm by recordation of the Highlands Farm Subdivision Plan in the Cumberland Registry. Declarants reserve the right to further revise the perimeter boundaries of each Housesite subject to having received the prior written consent thereto from the Housesite Owners affected thereby.

SECTION 2.4. FURTHER HOUSESITES. Declarants reserve the right to establish additional Housesites within Highlands Farm provided that they obtain all consents and approvals required to be obtained under applicable law from the boards or other bodies politic of the Town of Yarmouth from time to time having jurisdiction over the subdivision of land into lots for development. As provided in Section 5.1, Declarants may, in their absolute control and discretion, determine whether the costs and expenses incurred in connection with the establishment of an additional Housesite are to be borne by the persons who become Housesite Owners of such Housesite, all Housesite Owners, Highlands Farm Trust, Declarants or any combination thereof.

**ARTICLE III
DECLARATION OF EASEMENTS**

SECTION 3.1. EASEMENTS.

(a) Declarants hereby declare to and for the benefit of and appurtenant to each Benefited Estate the following non-exclusive rights and perpetual easements:

(i) the right to pass and repass on foot and by vehicle on and over the Internal Private Common Roads, as shown on the Revised Highlands Farm Subdivision Plan, in each case in order to gain access to and from Gilman Road, a public way shown on such plan, to each such Benefited Estate, and

(ii) the right to connect to the Internal Private Common Utilities, in each case in order that the Benefited Estate may use and enjoy Utility Services.

(b) Further, if the Internal Private Common Roads, as shown on the Revised Highlands Farm Subdivision Plan, do not extend to the perimeter property line of a particular Benefited Estate, then, in order to ensure complete access to such Benefited Estate, Declarants hereby declare to and for the benefit of and appurtenant to such Benefited Estate the right and perpetual easement to extend a driveway between such Benefited Estate and the Internal Private Common Roads for passage on foot and by vehicle between such Benefited Estate and the Internal Private Common Roads exclusively for the benefit of such Benefited Estate.

(c) Further, in each instance Internal Private Common Utilities do not extend to the perimeter property line of a particular Benefited Estate, then, in order to ensure use and enjoyment by such Benefited Estate of Utility Services, Declarants further hereby declare to and for the benefit of and appurtenant to each such Benefited Estate, the right and perpetual easement to install and reinstall cables, wires, lines, transmission line tubes, transformers, junction boxes and similar equipment from such Benefited Estate in order to effect connection to the Internal Private Common Utilities, such installations to be exclusively for the benefit of the Benefited Estate served by such installations.

(d) Further, with respect to Housesites Eight and Nine, Declarants further hereby declare to and for the benefit of and appurtenant to each of Housesites Eight and Nine an exclusive right and perpetual easement to install subsurface sanitary sewerage pipes, leaching fields and related subsurface sanitary sewerage facilities under the

surface of the Highlands Farm Open Space in order to discharge subsurface sanitary sewerage from Housesites Eight and Nine.

SECTION 3.2. NON-EXCLUSIVITY. The non-exclusive rights and easements set forth in this Declaration may be exercised in conjunction with (i) the rights running with the Burdened Estate, (ii) the rights running with each other Benefited Estate, (iii) the rights running with any parcels, lots and/or Housesites that may hereafter be created from the Burdened Estate or from any parcels of land that may hereafter be acquired by Declarants and annexed to Highlands Farm and (iv) the rights, if any, existing or hereafter created for the benefit of other parcels, including, without limitation, rights over Vaill Road running in favor of abutters as shown on the Revised Highlands Farm Subdivision Plan. No Person may exercise any right established by this Declaration which interferes with the co-use or co-exercise of a similar right by others entitled thereto.

SECTION 3.3. OVERUSE AND OVERBURDENING OF THE EASEMENTS. No Benefited Estate Owner shall overuse or overburden the Easements. The reasonable judgment of Declarants as to whether an activity constitutes an overuse or overburdening of the Easements shall be final and binding.

SECTION 3.4. LOCATION, MATERIALS AND SPECIFICATIONS. As provided in Section 6.1 hereof, no driveway, cable, wire, line, transmission line tube, transformer, junction box, subsurface sanitary sewerage pipe, leaching field or other item of equipment or facility shall be placed, installed or located within Highlands Farm unless the same is placed, installed and located in the location designated by Declarants, in their reasonable judgment, including, without limitation, underground if such is the judgment of Declarants, and is constructed with such materials and in accordance with such specifications as are approved in writing in advance by Declarants which written approval shall be neither unreasonably delayed nor unreasonably withheld or unreasonably conditioned.

SECTION 3.5. REPAIRS, MAINTENANCE AND IMPROVEMENTS.

(a) Except as expressly provided below, nothing herein contained shall, directly or indirectly, be deemed to impose upon Declarants any affirmative obligation to improve any section of the Internal Private Common Roads and/or any of the Internal Private Common Utilities or to repair and maintain the same so as to cause the same to conform to any standard or condition. No right and perpetual easement to pass and repass over Internal Private Common Roads or to connect to Internal Private Common Utilities shall carry with it the right, implied or otherwise, to improve, repair or maintain any part or all of the Internal Private Common Roads and the Internal Private Common Utilities. No Benefited Estate Owner shall improve, repair or maintain any part of the Internal

Private Common Roads or the Internal Private Common Utilities without the prior written consent of Declarants. Notwithstanding the foregoing, Declarants shall be affirmatively obligated to repair and maintain the Internal Private Common Roads and the Internal Private Common Utilities so as to assure that at all times each Benefited Estate enjoys, at a minimum, suitable and uninterrupted access from Gilman Road, as shown on the Revised Highlands Farm Subdivision Plan, to each such Benefited Estate and suitable Utility Services. Further, each Benefited Estate Owner in favor of whom Declarants have declared an exclusive right and easement shall be affirmatively obligated to repair, maintain and, if necessary, improve any driveway, cable, wire, line, transmission line tube, transformer, junction box, subsurface sanitary sewerage pipe, leaching field and similar item of equipment installed by, or at the direction of, such Benefited Estate Owner in conformity with standards established from time to time by Declarants, in their uncontrolled discretion. If any Benefited Estate Owner fails to comply with his, her or its obligations, as set forth in the foregoing sentence, then Declarants may, but need not, perform all work, install all materials and generally effect such installations, at the sole cost and expense of the Benefited Estate Owner who has failed to meet his, her or its obligations hereunder.

(b) All work done by any Benefited Estate Owner in exercise of any right and perpetual easement shall be performed in (a) a good and workmanlike manner, (b) compliance with all laws, rules, regulations and ordinances, and (c) a manner which minimizes any intrusion on the Burdened Estate and the use and enjoyment thereof by all Persons who are entitled to use and enjoy the same. If the Benefited Estate Owner causes any damage to the Burdened Estate or the improvements thereon by reason of use of an exercise of rights related to the Easements, such Benefited Estate Owner shall promptly repair any such damage at his/her or its own cost. In furtherance of the foregoing, if a Benefited Estate Owner, in the exercise of his, her or its rights and easements hereunder, excavates or otherwise alters the surface of the land within the Burdened Estate, such Benefited Estate Owner shall, upon completion of such work, restore the land, to the extent practicable, to the condition it was immediately prior to such excavation and/or alteration.

SECTION 3.6. RELOCATION. Declarants may change the location of any of the Internal Private Common Roads or the Internal Private Common Utilities, in their sole discretion, provided that (a) any such relocation does not materially interfere with or deny each Benefited Estate Owner uninterrupted and suitable access from Gilman Road to each Benefited Estate and enjoyment of the Utility Services, (b) any new access is materially comparable in quality of road surface and dimensions to the access roads as they existed immediately before relocation and (c) upon designation by Declarants a further revision to the Revised Highlands Farm Subdivision Plan is recorded in the

Cumberland Registry identifying the relocated access which shall thereafter constitute the access easement for the purposes of this Declaration.

ARTICLE IV

RESTRICTIONS REGARDING OWNERSHIP INTERESTS AND USE

SECTION 4.1. OWNERSHIP INTERESTS IN HIGHLANDS FARM. No person may own an Ownership Interest in Highlands Farm unless such Person is a Qualified Wallace Family Member. Ownership may not be transferred to any Person other than a Qualified Wallace Family Member, and any attempt to transfer, including, any transfer by operation of law or other involuntary transfer, to such other Person shall be void and of no effect, except as explicitly provided in this Article IV. In addition to any other legal or equitable remedies Declarants may have by reason of any attempted transfer in violation of the restrictions on ownership of Ownership Interests in Highlands Farm, Declarants may refuse to recognize any such transfer for any purpose and may continue to treat the purported transferor as owner of such Ownership Interest for all purposes.

SECTION 4.2. EXCEPTIONS.

(a) Declarants shall have the power, in their absolute and uncontrolled discretion, to grant exceptions to the restrictions on ownership of Ownership Interests in Highlands Farm. An exception may be granted only if a majority of Declarants consent to such exception in advance in writing and if there is recorded in the Cumberland Registry a certificate as to the granting of such exception signed by Persons appearing from the records at the Cumberland Registry to be a majority of Declarants. Declarants shall be entitled to grant an exception subject to such terms and conditions as a majority of Declarants, in their absolute and uncontrolled discretion, deem advisable and in the best interests of Highlands Farm. An exception to the restriction on ownership of Ownership Interests in Highlands Farm may be given or withheld in the absolute discretion of Declarants.

(b) Any Housesite Owner seeking to grant a mortgage on that Owner's Housesite may make written request to Declarants for a waiver of the requirements of this Article IV, with respect to the proposed mortgagee's interest. Upon such written request, and upon the approval of a majority of Declarants in their absolute and uncontrolled discretion, with due regard for the purpose of this Declaration to maintain Highlands Farm as a unified, family residential community for the Wallace Families, Declarants may agree to enter into an agreement with the proposed mortgagee, granting a waiver of the restrictions of Section 4.1 for any party who may foreclose upon the proposed mortgage or acquire the subject Housesite at any foreclosure sale or by deed in lieu of

foreclosure, or providing that the provisions of this Article IV will be subordinate to the requested mortgage, subject to such terms and conditions as a majority of Declarants deem advisable and in the best interest of Highlands Farm. Any waiver or subordination agreement granted pursuant to this subsection (b) shall not become effective unless and until the agreement is signed by Persons appearing from the records at the Cumberland Registry to be a majority of Declarants and recorded in the Cumberland Registry.

ARTICLE V COVENANT FOR MAINTENANCE, ASSESSMENTS AND CHARGES

SECTION 5.1. ASSESSMENTS.

(a) Declarants shall have full power and control over the management of the fiscal affairs of Highlands Farm. To that end, and without limiting the generality of the foregoing, Declarants may, in their absolute control and discretion, determine which costs and expenses incurred in connection with the operation of Highlands Farm are to be borne by Highlands Farm Trust and which costs and expenses incurred in connection with the operation of Highlands Farm are to be borne by those Persons who may be Housesite Owners from time to time. With respect to costs and expenses which are to be shared by two or more Persons amongst the group comprised of Highlands Farm Trust and all of the Housesite Owners, Declarants may, in their absolute control and discretion, determine in what proportions or related shares such costs and expenses are to be borne. In furtherance of the foregoing, Declarants may, in their absolute control and discretion, levy assessments or charges amongst the Housesite Owners from time to time. Such assessments may include, but shall not be limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed, including taxes against the Highlands Farm Open Space, the procurement and maintenance of insurance on the Highlands Farm Open Space, the repair, maintenance and improvement of Internal Private Common Roads, the Internal Private Common Utilities, drainage facilities and other structures or improvements within the Highlands Farm Open Space or adjacent thereto, the payment of charges for garbage and trash collection services to the Housesites and the Highlands Farm Open Space, and the employment of attorneys to represent Declarants when necessary and for any other purpose set forth in this Declaration. It is further understood that a portion of the assessments or charges may be placed in a reserve fund to be used to pay the cost of further repair and maintenance and capital improvements as required and to be used in times of financial stress of Highlands Farm all as determined in the discretion of Declarants.

(b) Assessments or charges may be fixed at a uniform rate for each Housesite or may be established in accordance with any other method which Declarants may from

time to time consider equitable. Declarants shall be entitled to estimate costs and expenses to be incurred during future periods, such as future calendar years, and to impose assessments and charges on the basis of such estimated costs and expenses. Declarants shall also be entitled to establish from time to time the frequency for the payment of assessments and charges, including monthly, quarter annually or annually, as Declarants, in their sole and uncontrolled discretion, deem appropriate.

(c) Without limiting the foregoing in any way Declarants shall have full power and discretion to determine if any assessment or charge should be levied assessed and/or charged to one or more, but not all, Housesite Owners, based upon their determination, in their uncontrolled discretion, that such assessment or charge is for labor performed, materials furnished or services performed exclusively for the benefit of the Housesite Owners to be so levied, assessed and/or charged. Each Housesite Owner, by becoming the lessee under a ground lease to a Housesite subject to this Declaration, agrees that, if such Owner fails to perform any act or to take any action which under the terms of this Declaration such Housesite Owner is required to perform or take, Declarants may treat such failure as a default under such ground lease, and whether or not Declarants choose to treat such failure as a default under such Housesite Owner's ground lease, Declarants may, but shall not be obligated to, perform or cause to be performed such act or take such action, and any expenses incurred Declarants shall be a demand obligation owing by the Housesite Owner to Declarants (which obligation such Housesite Owner promises to pay). Declarants shall have the right to enter any portion of Highlands Farm, including any Housesite, at any time and from time to time for any such purposes.

SECTION 5.2. EFFECT OF NON-PAYMENT OF ASSESSMENTS OR CHARGES; REMEDIES OF DECLARANTS. Any assessment, charge or other monetary obligation not paid within thirty (30) days after the due date shall bear interest from the due date at the "Prime Rate" plus four percentage points. The "Prime Rate" shall be the Prime Rate for domestic banks, as published in The Wall Street Journal, in the "Money Rates" section. If more than one such rate is published on any given day, the highest published rate shall be the Prime Rate. If The Wall Street Journal ceases to publish a "Prime Rate," the Declarants may choose a substitute source for the Prime Rate or may choose a substitute index. If Declarants choose a substitute index, they may also choose a substitute margin so that the new index and margin result in an interest rate substantially similar to the interest rate that would have been payable under this Section at the time the Prime Rate ceases to be published in The Wall Street Journal. Declarants may bring an action at law against the Housesite Owner personally obligated to pay the same; and interest, costs and reasonable attorney's fees for representation of Declarants in such action for foreclosure shall be added to the amount of such assessment or charge. No Housesite Owner may waive or otherwise escape liability for the assessment or charge provided for herein by non-use of any part of Highlands Farm or abandonment of his

Housesite nor shall damage to or destruction of any Housesite by fire or other casualty result in any abatement, or diminution of the assessments or charges provided for herein. In addition Declarants may treat such failure to pay as a default under any ground lease in favor of such Housesite Owner and, in addition to the exercise by Declarants of any and all other legal or equitable remedies Declarants may have under such ground lease, Declarants may, in their sole and uncontrolled discretion, suspend or terminate rights and privileges in favor of such Housesite Owner with respect to use and enjoyment of Highlands Farm, or any part thereof, including rights such Housesite Owner may have by reason of the Easements.

ARTICLE VI

ARCHITECTURAL DESIGN AND CONSTRUCTION CONTROL

SECTION 6.1. APPROVAL OF IMPROVEMENTS. No Improvement shall be constructed, erected or placed within Highlands Farm without the prior written approval of the Design Review Committee. Declarants may adopt, and from time to time may modify, and enforce Design Guidelines governing general site design, landscape design and architectural design of all Housing Development within Highlands Farm. The Design Review Committee shall follow the Design Guidelines from time to time approved in writing by Declarants during its approval process of all Housing Development within Highlands Farm, as well as the provisions of this Declaration.

SECTION 6.2. DESIGN REVIEW COMMITTEE. The principal purpose of the Design Review Committee is to review and act upon all Improvements proposed to be constructed, erected or placed within Highlands Farm. The number of members to comprise the Committee and the identity of the Persons to act as members shall be determined from time to time by Declarants. A Housesite Owner may be a member of the Committee and a member need not be a Housesite Owner. Any action of the Committee must be approved in writing by a majority of the members of the Committee unless a higher percentage is called for under other provisions of this instrument. The Committee may delegate all or any part of its authority under this instrument to any one or more members of the Committee.

SECTION 6.3. DESIGN REVIEW PROCESS.

(a) Any Housesite Owner who desires to construct an Improvement within Highlands Farm shall first request an informational introductory discussion with the Committee. Secondly, the Housesite Owner shall submit a site plan showing location of proposed Improvements including buildings, drives, walks, lighting, decks, patios, cultivated and natural landscape, grading, drainage, and sanitary sewerage systems. Thirdly, the Owner shall submit a schematic design of the Improvement and finally shall

submit construction documents at 50% completion and at final completion for approval. The Committee's decision to approve or disapprove a proposed Improvement may take into consideration the aesthetic aspects of the architectural design, placement of houses, landscaping, color schemes, exterior features and materials, soil conditions, governmental regulations, easements (if applicable), topography and other improvements within the immediate vicinity.

(b) The plans and documents submitted by a Housesite Owner to the Design Review Committee shall include, at a minimum, the following:

- (i) The floor plan of any proposed house and any accessory structure(s) at a scale of 1/8" or 1/4" equals one foot.
- (ii) Elevation drawings of any proposed house indicating exterior finish and ornamental features.
- (iii) A site plan showing property lines, easements, wetlands on the Housesite and within 100 feet of the Housesite, the proposed location of any house and any accessory structure(s), garage, proposed grading, provisions for roof drainage and drainage from paved surfaces, limits of clearing and landscaping. The site plan shall be at a scale of 1" = 40 ft. or 1" = 20 ft.

Housesite Owners shall also submit any additional information reasonably requested by the Committee in order to assist it in evaluating the proposed Improvement.

(c) Evidence of the Committee's approval of a proposed Improvement and of completion of such Improvement in compliance with the provisions hereof shall be made by a certificate of compliance in recordable form executed under seal and acknowledged by a majority of the members of the Committee. If the Committee does not approve or disapprove a proposed Improvement within sixty (60) days after all required information has been submitted, then such proposed Improvement shall be deemed approved by the Committee. The Committee may, in its sole discretion, attach conditions to any approval rendered by it pursuant to the provisions of this instrument. If the Committee disapproves any proposed Improvement or approves the proposed Improvement but attaches conditions to its approval, the Committee shall state in writing the reasons why the proposed Improvement was disapproved or conditions attached, as the case may be, and shall send a copy of such statement to the Housesite Owner who proposed such Improvement.

(d) If the Housesite Owner who has proposed an Improvement is dissatisfied with a decision of the Committee, the Housesite Owner may appeal such decision to Declarants within thirty (30) days next following the date of the decision of the Committee. Any decisions of Declarants shall be final and binding. Declarants shall review the decision being appealed as soon as possible. Neither Declarants nor any Housesite Owner shall be liable for any loss, claim or obligation deemed to have been suffered by the Housesite Owner who has proposed the Improvement caused as a result of delay in rendering a decision on appeal.

(e) Neither the Committee, Declarants nor any Housesite Owner shall be responsible for the quality of construction, and shall be under no obligation or liability relating to construction of any Improvement as a result of the Committee's or Trustees' review or approval of any plans or any completed Improvement. The Committee's or Trustees' review and approval of plans or any completed Improvement shall not be deemed an evaluation for the purpose of determining whether such plans or completed Improvements comply with any applicable governmental requirements nor shall either be deemed to be a determination that the Improvements constructed pursuant to plans are structurally sound.

(f) If a Housesite Owner or a former Housesite Owner files suit against the Committee or any member or members thereof or against Declarants or any Housesite Owner or Housesite Owners and a judgment is not entered in favor of such Housesite Owner or former Housesite Owner (or if judgment is entered in favor of such Housesite Owner or former Housesite Owner, and appealed, if such judgment is reversed on appeal), then in any such event such Housesite Owner or former Housesite Owner shall indemnify and hold harmless the Committee, every member thereof, Declarants, every member thereof, and every Housesite Owner from and against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such Persons in connection with such suit, or the defense and settlement thereof, and shall pay on demand all such expenses. The foregoing rights of indemnification and payment shall be in addition to and not exclusive of any right of indemnification to which a member of the Committee, a member of the Board, or an Housesite Owner may be entitled, whether by statute or by common law.

ARTICLE VII RESTRICTIONS

SECTION 7.1 HOUSING DEVELOPMENT WITHIN HOUSESITES.

Unless specifically otherwise permitted under the provisions of this instrument, all Housing Development shall be confined to the Housesites. Moreover, the only Improvements permitted within the Housesites shall be Improvements relating to

Housing Development. No building shall be constructed, erected, or placed on any Housesite except one (1) house designed for occupancy only by one (1) family and such accessory buildings as may be permitted by the Committee. The Committee may, in its absolute and uncontrolled discretion, deny approval of any Improvement which in the opinion of the Committee will result in an overburdening of Highlands Farm or the Housesite for which such Improvement is proposed. The Committee may permit a variance from such guidelines if in the absolute judgment and discretion of the Committee variance would not compromise the exterior architectural integrity and appearance of Highlands Farm or will improve the overall site or building design. The following Improvements are prohibited:

- (1) Guest houses.
- (2) Outside antennae, aerials, satellite dishes, television cameras or other devices for the transmission or reception of electromagnetic or other signals, unless specifically approved in writing in advance by a majority of Declarants, in their absolute and uncontrolled discretion, which may be revoked at any time by a majority of Declarants, again in their absolute and uncontrolled discretion.
- (3) Shacks and trailers for temporary or permanent use. Temporary out-buildings customarily used during construction of a house shall be permitted only during such construction.
- (4) External fuel tanks or fuel storage devices that are visible from an abutting Housesite.
- (5) Clotheslines visible from an abutting Housesite.
- (6) Unless in each instance the specific item is approved in writing in advance by a majority of Declarants, which may be revoked by Declarants at any time in their absolute and uncontrolled discretion, statuary or ornamental structures of any kind displayed on any Housesite. No signs are permitted on any Housesite except for (1) one permanent sign indicating the name and/or address of the Housesite Owner of the Housesite on which such sign is located, (2) a temporary sign or signs relating to construction activities occurring on such Housesite, but only during the period of such construction, and (3) one temporary sign indicating that the Housesite on which such sign is located is being offered for sale.

No sign of the nature described in (1) or (2) above shall exceed one and one-half (1 1/2) square feet in area.

SECTION 7.2. IMPROVEMENTS WITHIN HIGHLANDS FARM OPEN SPACE. No temporary or permanent structure, alteration, or other Improvement shall be permitted on, in, under, or above the Highlands Farm Open Space, except the following:

- (a) Structures, alterations, and improvements shown on the Highlands Farm Subdivision Plan, or shown on any amendments of the Highlands Farm Subdivision Plan, including the Revised Highlands Farm Subdivision Plan.
- (b) Water wells, septic systems, and other utilities including, without limitation, all trenches, leach fields, septic tanks, lines, conduits, cables, pipes, transformers, hydrants, valves, wires, and other materials and equipment necessary or desirable in connection with the furnishing of utility services to new and existing Housing Development and the barn and related farm complex located on the Highlands Farm Open Space; all of which must be underground unless approved in writing by Declarants.
- (c) Roads, driveways and pathways, trails, and unpaved cartways consistent with the residential character of Highlands Farm.
- (d) Fences related to agricultural and farm uses and activities.
- (e) Improvements customarily accessory to a residential subdivision such as directional signage, front and rear entry improvements, fire protection equipment (including, if necessary, enunciator panels), mailboxes, and dumpster enclosures.
- (f) Boathouse on skids.

SECTION 7.3. USE RESTRICTIONS.

(a) Declarants may adopt, and may from time to time modify, and enforce rules and regulations governing use of Highlands Farm, including, without limitation, the identity and the number of Users who may at any time or from time to time be within Highlands Farm, the activities and uses expressly permitted and prohibited within Highlands Farm, the manner in which uses and activities are to be conducted within Highlands Farm and, in general, the standards of behavior and decorum to which all uses

and activities are to conform at all times. To that end, Declarants, inter alia, may set rules and regulations upon the use of the Internal Private Common Roads, including, without limitation, limits on the speed of vehicles traveling thereon, the type and number of vehicles allowed within Highlands Farm and parking within Highlands Farm. Such rules and regulations may not deny any Benefited Estate the fundamental right of access to the Benefited Estate, except after 9:00 p.m. and before 6:00 a.m.

(b) In furtherance of the provisions of Section 7.3 (a) above, the following uses, acts, and activities shall be equally applicable to all Housesite Owners and Users and are expressly prohibited within Highlands Farm:

(1) No dumping, burning or storage of any waste materials (excluding normal garden products) is allowed within Highlands Farm. During construction, waste materials may be temporarily stored on a Housesite pending removal, provided that such waste materials shall not constitute a hazardous condition and provided further that windblown debris shall be picked up and properly disposed of. Nothing contained in this Section 3 (b) (1) shall be deemed to permit any activities otherwise prohibited by any applicable law, regulation, code, rule or ordinance.

(2) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or unsightly or offensive material will be placed, stored or dumped, and no soil or other substance or material will be dumped or placed as landfill within Highlands Farm except in accordance with strict Rules and Regulations pertaining to the temporary placement and disposal of refuse, trash and rubbish.

(3) No activities shall be conducted within Highlands Farm that constitute a nuisance to the Housesite Owner(s) of one or more of the Housesites or to any User.

(4) No outside storage of unregistered vehicles, motorized off-road recreational vehicles, house trailers, motor homes or materials or parts of any type of vehicle are allowed. No outside storage of boats is allowed except as may be permitted by Declarants. No motorized off-road recreational vehicles may be operated within Highlands Farm except standard electric or gas powered golf carts except on the Internal Private Common Roads therein and only for the purposes of transporting such vehicles to and from the residences where garaged.

(5) No live trees of more than four (4) inches in diameter at a height of four (4) feet shall be removed from any Housesite without the prior written approval of Declarants, unless the same are within ten(10') feet of an

Improvement within a Housesite. Without limiting the foregoing, no trees, shrubs, or other vegetation shall be cut or otherwise destroyed on the Highlands Farm Open Space except when such cutting or destruction is required to selectively clear views or to make trails for horseback or bicycle riding or pedestrian access to or through the Highlands Farm Open Space in a manner that is consistent with the terms and provisions of this instrument or as may be otherwise permitted, contemplated, or provided in this Article VII.

Notwithstanding the foregoing, no trees within the so-called 250' shoreline protection zone, as delineated by Declarants, in writing, shall be removed in the absence of prior writing consent to such removal by Declarants and, in that connection, Declarants shall be entitled to receive such assurances and guarantees as to replacement as Declarants, in their sole and uncontrolled discretion, deem in the best interests of Highlands Farm.

(7) No excavation or removal of any stone, gravel, sand, loam, peat, rock or earth is allowed, without the prior written approval of Declarants, except in connection with permitted construction activities.

(c) Notwithstanding anything in this instrument to the contrary, no use, act, or activity shall be permitted on, in, or under the Highlands Farm Open Space except the following:

- (1) Agricultural, horticultural, and farming activities, including, without limitation, crop, hay, and flower production, cultivation and harvesting, and grazing and pasturage for livestock.
- (2) Outdoor recreational activities such as tennis, swimming, beach activities, hiking or nature study which do not substantially alter natural vegetation.
- (3) Construction activities, including, without limitation, cutting, clearing, grubbing, excavation, and backfilling in connection with the erection or installation of any structure, alteration, well, any part of the Internal Private Common Roads, the Internal Private Common Utilities or other driveways and/or utility lines permitted hereunder, septic systems, or other Improvements specifically permitted under the provisions of Section 7.2 or elsewhere in this Declaration.
- (4) Repair, maintenance, and upkeep activities related to Highlands Farm Open Space and any Improvement specifically permitted thereon, including, without limitation, such maintenance activities as wildlife

habitat upkeep, roadway, utility, and septic system repair maintenance and upkeep as well as planting, pruning, fertilizing, plowing, clearing and restoring, cultivating, harvesting, mowing, burning (subject to the Person conducting any burning having obtained any and all permits prerequisite thereto), and clearing.

(5) Passage and repassage, on foot or by bicycle or motor vehicle, over Internal Private Common Roads, driveways and pathways, trails and unpaved cartways permitted under the provisions of Section 7.2, and activities and usage of water wells, septic systems, and other utilities permitted under such provisions, including, without limitation, transmission of gas and electricity, subsurface disposal of sanitary sewerage, and subsurface and surface drainage.

(6) Selective cutting or clearing of vegetation for habitat protection, unpaved trail and road maintenance, tick-control, the preservation of vistas, or otherwise to preserve the present condition of the Highlands Farm Open Space.

SECTION 7.4. STANDARDS OF UPKEEP AND APPEARANCE. Each Housesite Owner will keep every Improvement located within the Housesite or Housesites owned by him, her or it in first class order, repair, condition and appearance, as determined by Declarants, in their sole and uncontrolled discretion, and will not allow any of such Improvements to be misused, abused or wasted or to deteriorate.

ARTICLE VIII CONSTRUCTION

Once construction of any Improvement has commenced, such construction shall continue without stopping. If construction stops for a period longer than one (1) month (consecutive or in the aggregate), the Housesite Owner owning the Housesite on which such construction activities have taken place shall take all reasonable measures to prevent such uncompleted construction from becoming a safety hazard or from detracting from the aesthetic character of the Highlands Farm as a whole, including, when appropriate, the removal of construction debris and materials from such Housesite. If such Housesite Owner fails to take all such measures within two (2) months after construction stops, then Declarants shall then have the right, but not the obligation, to take or cause to be taken any or all such measures at its sole discretion. The taking of such measures shall be without risk or liability to the Trustee and all reasonable costs and expenses so incurred by Declarants shall be immediately payable by the Housesite Owner owning the

Housesite on which the construction activities have taken place upon demand for payment made by Declarants.

**ARTICLE IX
HOUSESITES SUBJECT TO DECLARATION,
RULES AND REGULATIONS**

All present and future Housesite Owners and Users shall be subject to and shall comply with the provisions of this Declaration and the Design Guidelines and Rules and Regulations which may be adopted by Declarants, and all modifications and amendments to the foregoing, except to the extent waived in writing by Declarants in their sole and absolute discretion.

**ARTICLE X
MORTGAGE STATUS**

A mortgagee acquiring fee simple title or leasehold interest to a Housesite by foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee as well as the Housesite Owner of such Housesite until such time as a document evidencing an intent to merge the legal and equitable interest is executed by the mortgagee and is recorded in the Registry.

**ARTICLE XI
AMENDMENT OF DECLARATION**

This Declaration may be amended, by the affirmative vote of Declarants as provided in the Declaration of Trust dated December 22, 1995 which governs the affairs of Declarants, provided, however, under no circumstances shall Declarants be entitled to effect any modification, amendment or change that would deny any Benefited Estate suitable and uninterrupted access from Gilman Road to the Benefited Estate and enjoyment of the Utility Services.

**ARTICLE XII
CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

ARTICLE XIII WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

ARTICLE XIV INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XV DURATION

SECTION 15.1. COVENANTS AND RESTRICTIONS. Except as provided in Section 15.2 below, the covenants and restrictions imposed by this Declaration shall be effective, enforceable and binding against the Highlands Farm and each of the Housesites until the expiration of twenty (20) years from the death of the last survivor of the following named persons:

Monte J. Wallace
Anne H. Wallace
W. Gardner Wallace
Elizabeth Wallace Trase
Ian Hamilton Trase
Olivia Wills Trase
James Kirby Trase
John Hamilton Wallace
Neil W. Wallace
Elise R. Wallace
Bradford Stone Wallace
Jonathan Raymond Wallace
Marlana A. Wallace
Jacqueline G. Wallace
Malcolm S. Wallace
Julia Wallace Bennett

Jonathan S. Bennett
 Andrew Bennett
 William Parker Wallace
 Isabelle Winthrop Wallace

SECTION 15.2. EASEMENTS. The grant of easements set forth in Article III hereof shall continue in perpetuity unless otherwise terminated by an instrument recorded in the Cumberland Registry executed by Declarants and each Person who is at the time a Housesite Owner of a Benefited Estate and the holder of any mortgage on any portion of Highlands Farm, including, without limitation, any Benefited Estate within Highlands Farm.

ARTICLE XVI ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVII MISCELLANEOUS

SECTION 17.1. CERTIFICATE OF COMPLIANCE. Any person dealing with a Housesite Owner may always rely on a certificate signed by a majority of the members of Declarants or a majority of the members of the Design Review Committee appearing of record at the Cumberland Registry as to the existence or nonexistence of any fact or facts that are in any manner germane to this Declaration, including without limitation any change in the membership of Declarants and/or the Design Review Committee, the granting of approvals, the existence of any outstanding charges under Article V and compliance with any of the provisions hereof.

SECTION 17.2. UNENFORCEABILITY OF PROVISIONS IF NO PROCEEDINGS FILED. Notwithstanding any hint to the contrary contained in the foregoing provisions of this Declaration, the restrictions contained herein concerning the construction of Improvements within Highlands Farm shall not be enforceable against any Housesite Owner with respect to a particular Improvement unless legal proceedings seeking remediation of a violation thereof are filed within four (4) years after the construction of such Improvement has been commenced and a notice of such proceedings

is filed with the Cumberland Registry. In addition to and not in limitation of any other method of proof for the purpose of establishing the date that such construction was commenced, if an affidavit supported by an attorney's certificate is filed with the Cumberland Registry which states that such Improvement shall be conclusively assumed to have been commenced on or before the first (1st) day of January of the year of such assessment and any person may always rely on such affidavit as conclusively establishing the date that construction of such Improvement was commenced.

SECTION 17.3. CONTROLLING LAW. The interpretation and performance of this instrument shall be governed by the laws of the State of Maine.

SECTION 17.4. LIBERAL CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the effecting the purposes of this instrument. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

SECTION 17.5. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to the matters covered hereby and supersedes all prior discussions, negotiations, understandings or agreements relating to such matters, all of which are merged herein.

SECTION 17.6. BINDING EFFECT.

(a) The covenants, easements, terms, conditions and restrictions of this instrument shall run with the land, including the Housesites and the Highlands Farm Open Space and shall be binding upon and inure to the benefit of Declarants, Highlands Farm Trust, all current and future Housesite Owners and their respective successors and assigns, except as explicitly provided herein. Any Person who may from time to time acquire title to all or any part of Highlands Farm, including without limitation, any Person who may from time to time be a Housesite Owner of any Housesite within Highlands Farm, shall automatically be deemed by acceptance of title to have assumed all obligations of this Declaration related thereto and have agreed to execute any and all instruments and to do any and all things reasonably required to carry out the purpose and intent of this Declaration.

(b) Any mortgage affecting any portion of Highlands Farm, including, without limitation, any Housesite within Highlands Farm, shall at all times be subject to and subordinate to all of the terms of this Declaration, and any party foreclosing any mortgage shall acquire title, subject to all the terms, conditions and other provisions of

this Declaration, as the same may from time to time be amended, except in those limited circumstances in which Declarants have granted a waiver or subordination agreement with respect to the terms of Article IV of this Declaration, as provided in Section 4.2(b).

(c) Notwithstanding anything herein to the contrary, any purchaser at any foreclosure sale, as well as any grantee by deed in lieu of foreclosure under a mortgage, shall assume only those obligations of this Declaration accruing from and after such acquisition. Any purchaser at any foreclosure sale, as well as any grantee by deed in lieu of foreclosure sale, under a mortgage shall be liable hereunder only to the extent of its interest in the property from date of acquisition. If the holder of such mortgage is the purchaser at its own foreclosure sale or is the grantee of a deed in lieu thereof, the protections of this subsection (c) shall also run to the immediate successor in interest in title to such holder.

SECTION 17.7. NOTICES TO HIGHLANDS FARM TRUST AND DESIGN REVIEW COMMITTEE. Any notice, demand, request, consent, approval or communication that any party desires or is required to give Highlands Farm Trust or the Design Review Committee shall be in writing and either served personally or sent by first-class mail, postage prepaid, addressed as follows:

To Highlands Farm Trust:

Highlands Farm Trust
c/o General Investment & Development Co.
600 Atlantic Avenue, Suite 2000
Boston, MA 02210
ATTN: W. Gardner Wallace

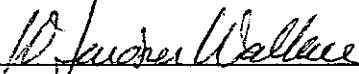
To the Design Review
Committee:


Highlands Farm Design Review
Committee
c/o General Investment & Development Co.
600 Atlantic Avenue, Suite 2000
Boston, MA 02210
ATTN: W. Gardner Wallace


or to such other address as any party from time to time shall designate by written notice to the others.

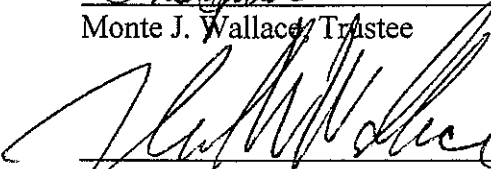
Executed as a sealed instrument on the date first written above.

Highlands Farm Trust


W. Gardner Wallace, Trustee


Bradford S. Wallace, Trustee


Monte J. Wallace, Trustee


Neil W. Wallace, Trustee

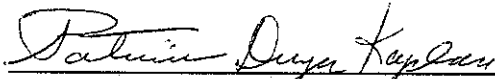
Commonwealth of Massachusetts

~~STATE OF MAINE~~

COUNTY OF CUMBERLAND, ss
Suffolk

On October 9, 1998, personally appeared the above named W. Gardner Wallace, as Trustee, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Trustee.

Before me,



Notary Public/~~Maine~~ Attorney at Law

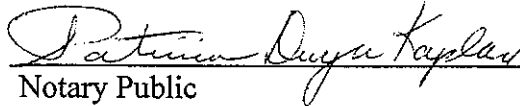
Typed or Printed Name

PATRICIA DWYER KAPLAN, NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 15, 2002

STATE/COMMONWEALTH OF Massachusetts
COUNTY OF Suffolk, ss

On October 9, 1998, personally appeared the above named Bradford S. Wallace, as Trustee, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Trustee.

Before me,



Notary Public

PATRICIA DWYER KAPLAN, NOTARY PUBLIC

MY COMMISSION EXPIRES FEB. 15, 2002
Typed or Printed Name

STATE/Commonwealth of Massachusetts
 COUNTY OF Suffolk, ss

On October 9, 1998 personally appeared the above named
 Monte J. Wallace, as Trustee, and acknowledged the foregoing instrument to be his free
 act and deed in his said capacity as Trustee.

Before me,

Patricia Dwyer Kaplan
 Notary Public

PATRICIA DWYER KAPLAN, NOTARY PUBLIC
 MY COMMISSION EXPIRES FEB. 15, 2002
 Typed or Printed Name

STATE/Commonwealth of Massachusetts
 COUNTY OF Suffolk, ss

On October 9, 1998, personally appeared the above named
 Neil W. Wallace, as Trustee, and acknowledged the foregoing instrument to be his free
 act and deed in his said capacity as Trustee.

Before me,

Patricia Dwyer Kaplan
 Notary Public

PATRICIA DWYER KAPLAN, NOTARY PUBLIC
 expires 2/15/2002
 Typed or Printed Name

Wallace.HighlandsFarms.

29

RECEIVED
 RECORDED REGISTRY OF DEED

1998 NOV 24 AM 7:32

CUMBERLAND COUNTY

John B O'Brien

**SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS
AND RESTRICTIONS**

HIGHLANDS FARM, YARMOUTH, MAINE

THIS SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Supplemental Declaration"), is made this 24th day of March, 2014 by **W. GARDNER WALLACE** of Newton, Massachusetts, in his capacity as a Trustee of **HIGHLANDS FARM TRUST** ("Highlands Farm Trust") established by a Declaration of Trust dated December 22, 1995, recorded in the Cumberland County Registry of Deeds (the "Cumberland Registry") in Book 12313 at Page 261, on behalf of all Trustees of Highlands Farm Trust (hereinafter collectively referred to as "Declarants"). This Supplemental Declaration is made for purpose of supplementing that certain Declaration of Easements, Covenants and Restrictions dated October 9, 1998 and recorded in the Cumberland Registry in Book 14328 at Page 94, (the "Original Declaration") in order to submit additional properties located in the Town of Yarmouth, Cumberland County, Maine to the easements, covenants and restrictions contained in the Original Declaration, as hereinafter repeated and amended.

PRELIMINARY STATEMENTS

A. On or about December 22, 1995, Highlands Farm Trust II, an affiliate of Declarants, acquired a certain lot or parcel of land situated in the Town of Yarmouth, Cumberland County, Maine, containing approximately 15.25 acres, by virtue of a Warranty Deed from Leon A. and Lisa M. Gorman (the "Gorman Parcel"), which deed is recorded in the Cumberland Registry in Book 12284, Page 314.

B. In 1996 and 1997, Declarants acquired certain lots and parcels of land situated in said Town of Yarmouth, adjacent to the Gorman Parcel, by virtue of the deeds described on **Exhibit A** attached hereto, which property is commonly known as "Highlands Farm". Highlands Farm was approved by the Yarmouth Maine Planning Board for the subdivision and creation of nine (9) lots or "Housesites" for residential development, as shown on the plan entitled "Subdivision Plan Parker Point Yarmouth, Maine made for Highlands Farm Trust", dated February 28, 1996, prepared by Titcomb Associates, Inc, and recorded in the Cumberland Registry in Plan Book 196, Page 61, as revised on March 18, 1997 and recorded in the Cumberland Registry in Plan Book 197, Page 139 (collectively, the "Original Highlands Farm Subdivision Plan"). By virtue of the Original Declaration, Declarants subjected Highlands Farm to the certain easements, covenants and restrictions as more fully set forth therein.

C. On or about August 13, 2009, Highlands Farm Trust III, an affiliate of Declarants, acquired a certain lot or parcel of land abutting Highlands Farm containing approximately 20.7

acres by virtue of a Warranty Deed from Broadacres Partnership (the "Vaill Homestead Parcel"), which deed is recorded in the Cumberland Registry in Book 27197, Page 57.

D. On February 8, 2012, the Yarmouth Planning Board granted final approval of the subdivision of the Gorman Parcel into four (4) lots or Housesites for residential development (the "Gorman Housesites"). The entirety of the Gorman Parcel, including the Gorman Housesites, is shown on a plan entitled "Minor Subdivision Plan – Gorman Parcel, Highlands Farm Road, Yarmouth, Maine, made for Highlands Farm Trust II," dated October 20, 2011 prepared by Titcomb Associates and recorded in the Cumberland Registry in Plan Book 212 at Page 46 (the "Gorman Subdivision Plan"). The Housesites are identified on the Gorman Subdivision Plan as Housesites 1, 2, 3 and 4;

E. On February 8, 2012, the Yarmouth Planning Board granted final approval of the subdivision of the Vaill Homestead Parcel into three (3) lots or Housesites for residential development (the "Vaill Housesites"). The entirety of the Vaill Homestead Parcel, including the Vaill Housesites, is shown on a plan entitled "Minor Subdivision Plan – Vaill Parcel, Highlands Farm Road, Yarmouth, Maine, made for Highlands Farm Trust III," dated October 20, 2011 prepared by Titcomb Associates and recorded in the Cumberland Registry in Plan Book 212 at Page 47 (the "Vaill Subdivision Plan"). The Housesites are identified on the Vaill Subdivision Plan as Housesites 1, 2 and 3.

F. On or about March 14, 2012 Declarants acquired the Gorman Parcel by virtue of a Trustees' Deed from W. Gardner Wallace, Trustee of Highlands Farm Trust II, which deed is recorded in the Cumberland Registry in Book 29433 at Page 45.

G. On or about March 14, 2012, Declarants acquired the Vaill Homestead Parcel by virtue of a Trustees' Deed from W. Gardner Wallace, Trustee of Highlands Farm Trust III, which deed is recorded in the Cumberland Registry in Book 29433, Page 49.

H. Declarants wish to submit the Gorman Parcel and the Vaill Homestead Parcel to the easements and the common scheme of protective conditions, covenants and restrictions contained in the Original Declaration, and to fully incorporate the Gorman Parcel and the Vaill Homestead Parcel into Highlands Farm. Declarants also wish to reaffirm their intent to establish protective restrictions so as to preserve, to the extent permitted by law, ownership of Highlands Farm, including the Gorman Parcel and the Vaill Homestead Parcel, within the Wallace Families.

NOW, THEREFORE, in order to expressly subject the Gorman Parcel and the Vaill Homestead Parcel to the easements, restrictions and obligations contained in the Declaration, and to incorporate the Gorman Parcel and Vaill Homestead Parcel into Highlands Farm, the Declarants hereby declare as follows:

1. Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Original Declaration. The Original Declaration as supplemented hereby is referred to herein as the "Highlands Farm Declaration".

2. Pursuant to Article II, Section 2.2 of the Original Declaration, the Gorman Parcel and the Vaill Homestead Parcel are hereby annexed to, and made a part of, Highlands Farm. From and after the date hereof, all referenced in the Highlands Farm Declaration to "Highlands Farm" shall be deemed to include the Gorman Parcel and the Vaill Homestead Parcel, along with the property described in the Original Declaration.

3. Each Gorman Housesite and Vaill Housesite shall be included in the definition of "Housesite" and "Benefited Estates" as provided in the Original Declaration. The Housesites reflected as Housesites 1, 2, 3 and 4 on the Gorman Subdivision Plan shall be individually referred to "Gorman Housesite 1", "Gorman Housesite 2", "Gorman Housesite 3" and "Gorman Housesite 4", respectively. The Housesites reflected as Housesites 1, 2 and 3 on the Vaill Subdivision Plan shall be individually referred to "Vaill Housesite 1", "Vaill Housesite 2" and "Vaill Housesite 3". From and after the date hereof, all references in the Highlands Farm Declaration to "Housesites" or "Benefited Estates", shall be deemed to include the four Gorman Housesites and the three Vaill Housesites, along with the nine Housesites described in the Original Declaration.

4. All portions of the Gorman Parcel and the Vaill Homestead Parcel that do not lie within the bounds of a Gorman Housesite or a Vaill Housesite shall be included in the definition of "Highlands Farm Open Space" and shall also fall within the definition of the "Burdened Estate" for purposes of the Highlands Farm Declaration.

5. All roadways within the boundaries of the Gorman Parcel as shown on the Gorman Subdivision Plan, and all roadways within the boundaries of the Vaill Homestead Parcel as shown on the Vaill Subdivision Plan, shall be included in the definition of "Internal Private Common Roads" given in Article I, Section (s) of the Declaration. Anything to the contrary in the Original Declaration notwithstanding, any reference in the Highlands Farm Declaration to "Internal Private Common Roads" shall be deemed to include the Internal Private Common Roads reflected on the Revised Highlands Farm Subdivision Plan and the Gorman Subdivision Plan and the Vaill Subdivision Plan.

6. All owners of the Gorman Housesites and the Vaill Housesites shall be subject to and shall comply with the provisions of the Declaration and the Design Guidelines and Rules and Regulations which have been or may be adopted by the Declarants pursuant to Article IX of the Original Declaration, and all modifications and amendments thereto, except as waived in writing by the Declarants in their absolute discretion.

7. Declarants hereby impose upon the Gorman Parcel and the Vaill Homestead Parcel and hereby declare that:

(a) all of the Burdened Estate, including the those portions of the Gorman Parcel and Vaill Homestead Parcel included in the Highlands Farm Open Space by virtue of this Supplemental Declaration, shall be subject to the Easements set forth and described in the Original Declaration, which shall run with and bind the Burdened Estate for the benefit of each of the Benefited Estates, including the Gorman Housesites and Vaill Housesites included in the Benefited Estates by virtue of this Supplemental Declaration; and


(b) that all of the Highlands Farm, including the Gorman Parcel and the Vaill Homestead Parcel included within Highlands Farm by virtue of this Supplemental Declaration, and including all Housesites and the Highlands Farm Open Space, both of which have been supplemented by this Supplemental Declaration, shall be subject to the common scheme of conditions, covenants and restrictions all of which shall equally run with and bind Highlands Farm, including each of the Housesites and Highlands Farm Open Space, both of which have been supplemented by this Supplemental Declaration, for the common benefit of Declarants, other owners, lessees, occupants and guests, and

(c) that all of Highlands Farm, including the Gorman Parcel and the Vaill Homestead Parcel included within Highlands Farm by virtue of this Supplemental Declaration, as well as each of the all Housesites and the Highlands Farm Open Space, both of which have been supplemented by this Supplemental Declaration, shall be held, transferred, leased, encumbered, sold, conveyed, operated, managed, improved, occupied and used subject to the Original Declaration, as supplemented hereby, except as explicitly provided in the Original Declaration.

8. Without limiting any of the foregoing, it is the intent and purpose of Declarants to insure (i) that Highlands Farm, including the Gorman Parcel and the Vaill Homestead Parcel included within Highlands Farm by virtue of this Supplemental Declaration, shall be owned, maintained and operated as unified family residential community for the Wallace Families with consistent design and use guidelines and standards; and (ii) that the Highlands Farm Open Space, which has been supplemented by this Supplemental Declaration, will be retained primarily for as long as legally permissible in its natural, scenic and open space condition or in agricultural, farming, forest or recreational use; and (iii) to establish certain Easements with Highlands Farm, including the Gorman Parcel and the Vaill Homestead Parcel included within Highlands Farm by virtue of this Supplemental Declaration, for the benefit of the Housesites, including the Gorman Housesites and Vaill Housesites included in the definition of "Housesites" by virtue of this Supplemental Declaration.

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EXECUTED as a sealed instrument on the date first written above.


W. Gardner Wallace, Trustee
Highlands Farm Trust

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

, ss

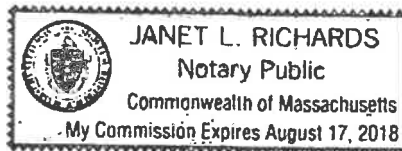
On March 24, 2014, personally appeared the above named W. Gardner Wallace, as Trustee of Highlands Farm Trust, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Trustee and the free act and deed of said Highlands Farm Trust.

Before me,


Notary Public

Janet L. Richards

Typed or Printed Name



SEAL

EXHIBIT A

DEEDS COMPRISING ORIGINAL HIGHLANDS FARM

1. Warranty Deed of Broadacres Partnership to Declarant dated January 18, 1996 and recorded in the Cumberland County Registry in Book 12313 at Page 277;
2. Warranty Deed of Lillian S.S. Vaill dated January 18, 1996 and recorded in the Cumberland County Registry in Book 12313 at Page 284;
3. Warranty Deed of Broadacres Partnership dated March 25, 1996 and recorded in the Cumberland County Registry in Book 12430 at Page 004;
4. Deed of W. Gardner Wallace, as Trustee of Highlands Farm Trust II dated July 15, 1997 and recorded in the Cumberland County Registry in Book 13204, at Page 286.

Received
Recorded Register of Deeds
Mar 26, 2014 08:32:16A
Cumberland County
Pamela E. Lovley

**SECOND SUPPLEMENTAL DECLARATION
OF EASEMENTS, COVENANTS
AND RESTRICTIONS**

HIGHLANDS FARM, YARMOUTH, MAINE

THIS SECOND SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Second Supplemental Declaration"), is made this 6th day of November, 2015 by **W. GARDNER WALLACE** of Newton, Massachusetts, in his capacity as a Trustee of **HIGHLANDS FARM TRUST** ("Highlands Farm Trust") established by a Declaration of Trust dated December 22, 1995, recorded in the Cumberland County Registry of Deeds (the "Cumberland Registry") in Book 12313 at Page 261, as affected by that certain First Amendment to Declaration of Trust dated April 25, 2014, recorded with the Cumberland Registry in Book 31468, Page 55, as affected by that certain Second Amendment to Declaration of Trust dated November 6, 2015, recorded in the Cumberland Registry in Book 32734, Page 193, on behalf of all Trustees of Highlands Farm Trust (hereinafter collectively referred to as "Declarants"). This Second Supplemental Declaration is made for purpose of supplementing that certain Declaration of Easements, Covenants and Restrictions dated October 9, 1998 and recorded in the Cumberland Registry in Book 14328 at Page 94, as affected by that certain Supplemental Declaration of Easements, Covenants and Restrictions dated March 24, 2014 and recorded in the Cumberland Registry in Book 31406 at Page 286 (collectively, the "Original Declaration") in order to submit an additional property located in the Town of Yarmouth, Cumberland County, Maine to the easements, covenants and restrictions contained in the Original Declaration, as hereinafter repeated and amended.

PRELIMINARY STATEMENTS

A. On or about December 22, 1995, Highlands Farm Trust II, an affiliate of Declarants, acquired a certain lot or parcel of land situated in the Town of Yarmouth, Cumberland County, Maine, containing approximately 15.25 acres, by virtue of a Warranty Deed from Leon A. and Lisa M. Gorman (the "Gorman Parcel"), which deed is recorded in the Cumberland Registry in Book 12284, Page 314.

B. In 1996 and 1997, Declarants acquired certain lots and parcels of land situated in said Town of Yarmouth, adjacent to the Gorman Parcel, by virtue of the deeds described on **Exhibit A** attached hereto, which property is commonly known as "Highlands Farm". Highlands Farm was approved by the Yarmouth Maine Planning Board for the subdivision and creation of nine (9) lots or "Housesites" for residential development, as shown on the plan entitled "Subdivision Plan Parker Point Yarmouth, Maine made for Highlands Farm Trust", dated February 28, 1996, prepared by Titcomb Associates, Inc, and recorded in the Cumberland

Registry in Plan Book 196, Page 61, as revised on March 18, 1997 and recorded in the Cumberland Registry in Plan Book 197, Page 139 (collectively, the "Original Highlands Farm Subdivision Plan"). By virtue of the Original Declaration, Declarants subjected Highlands Farm to the certain easements, covenants and restrictions as more fully set forth therein.

C. On or about August 13, 2009, Highlands Farm Trust III, an affiliate of Declarants, acquired a certain lot or parcel of land abutting Highlands Farm containing approximately 20.7 acres by virtue of a Warranty Deed from Broadacres Partnership (the "Vaill Homestead Parcel"), which deed is recorded in the Cumberland Registry in Book 27197, Page 57.

D. On February 8, 2012, the Yarmouth Planning Board granted final approval of the subdivision of the Gorman Parcel into four (4) lots or Housesites for residential development (the "Gorman Housesites"). The entirety of the Gorman Parcel, including the Gorman Housesites, is shown on a plan entitled "Minor Subdivision Plan – Gorman Parcel, Highlands Farm Road, Yarmouth, Maine, made for Highlands Farm Trust II," dated October 20, 2011 prepared by Titcomb Associates and recorded in the Cumberland Registry in Plan Book 212 at Page 46 (the "Gorman Subdivision Plan"). The Housesites are identified on the Gorman Subdivision Plan as Housesites 1, 2, 3 and 4.

E. On February 8, 2012, the Yarmouth Planning Board granted final approval of the subdivision of the Vaill Homestead Parcel into three (3) lots or Housesites for residential development (the "Vaill Housesites"). The entirety of the Vaill Homestead Parcel, including the Vaill Housesites, is shown on a plan entitled "Minor Subdivision Plan – Vaill Parcel, Highlands Farm Road, Yarmouth, Maine, made for Highlands Farm Trust III," dated October 20, 2011 prepared by Titcomb Associates and recorded in the Cumberland Registry in Plan Book 212 at Page 47 (the "Vaill Subdivision Plan"). The Housesites are identified on the Vaill Subdivision Plan as Housesites 1, 2 and 3.

F. On or about March 14, 2012 Declarants acquired the Gorman Parcel by virtue of a Trustees' Deed from W. Gardner Wallace, Trustee of Highlands Farm Trust II, which deed is recorded in the Cumberland Registry in Book 29433 at Page 45.

G. On or about March 14, 2012, Declarants acquired the Vaill Homestead Parcel by virtue of a Trustees' Deed from W. Gardner Wallace, Trustee of Highlands Farm Trust III, which deed is recorded in the Cumberland Registry in Book 29433, Page 49.

H. On or about October 6, 2015 Declarants acquired a certain lot or parcel of land abutting Highlands Farm containing approximately 6 acres by virtue of a Warranty Deed from Todd A. Patstone (the "Patstone Parcel"), which deed is recorded in the Cumberland Registry in Book 32647, Page 241.

I. Declarants wish to submit the Patstone Parcel to the easements and the common scheme of protective conditions, covenants and restrictions contained in the Original Declaration, and to fully incorporate the Patstone Parcel into Highlands Farm. Declarants also wish to reaffirm their intent to establish protective restrictions so as to preserve, to the extent

permitted by law, ownership of Highlands Farm, including the Patstone Parcel, within the Wallace Families.

NOW, THEREFORE, in order to expressly subject the Patstone Parcel to the easements, restrictions and obligations contained in the Declaration, and to incorporate the Patstone Parcel into Highlands Farm, the Declarants hereby declare as follows:

1. Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Original Declaration. The Original Declaration as supplemented hereby is referred to herein as the "Highlands Farm Declaration".

2. Pursuant to Article II, Section 2.2 of the Original Declaration, the Patstone Parcel is hereby annexed to, and made a part of, Highlands Farm. From and after the date hereof, all referenced in the Highlands Farm Declaration to "Highlands Farm" shall be deemed to include the Patstone Parcel, along with the property described in the Original Declaration.

3. The Patstone Parcel shall be included in the definition of "Highlands Farm Open Space" and shall also fall within the definition of the "Burdened Estate" for purposes of the Highlands Farm Declaration.

4. Declarants hereby impose upon the Patstone Parcel and hereby declare that:

(a) all of the Burdened Estate, including the Patstone Parcel included in the Highlands Farm Open Space by virtue of this Second Supplemental Declaration, shall be subject to the Easements set forth and described in the Original Declaration, which shall run with and bind the Burdened Estate for the benefit of each of the Benefitted Estates;

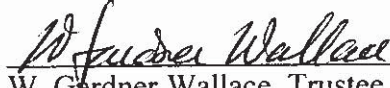
(b) that all of the Highlands Farm, including the Patstone Parcel included within Highlands Farm by virtue of this Second Supplemental Declaration, and including the Highlands Farm Open Space, which has been supplemented by this Second Supplemental Declaration, shall be subject to the common scheme of conditions, covenants and restrictions all of which shall equally run with and bind Highlands Farm, including the Highlands Farm Open Space, which has been supplemented by this Second Supplemental Declaration, for the common benefit of Declarants, other owners, lessees, occupants and guests; and

(c) that all of Highlands Farm, including the Patstone Parcel included within Highlands Farm by virtue of this Second Supplemental Declaration, as well as the Highlands Farm Open Space, which has been supplemented by this Second Supplemental Declaration, shall be held, transferred, leased, encumbered, sold, conveyed, operated, managed, improved, occupied and used subject to the Original Declaration, as supplemented hereby, except as explicitly provided in the Original Declaration.

5. Without limiting any of the foregoing, it is the intent and purpose of Declarants to insure (i) that Highlands Farm, including the Patstone Parcel included within Highlands Farm by virtue of this Second Supplemental Declaration, shall be owned, maintained and operated as unified family residential community for the Wallace Families with consistent design and use guidelines and standards; and (ii) that the Highlands Farm Open Space, which has been

supplemented by this Second Supplemental Declaration, will be retained primarily for as long as legally permissible in its natural, scenic and open space condition or in agricultural, farming, forest or recreational use; and (iii) to establish certain Easements with Highlands Farm, including the Patstone Parcel included within Highlands Farm by virtue of this Second Supplemental Declaration.

EXECUTED as a sealed instrument on the date first written above.


W. Gardner Wallace, Trustee
Highlands Farm Trust

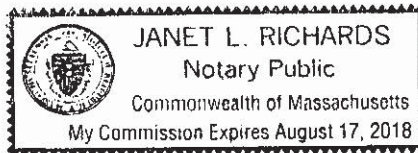
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

On 11/6, 2015, personally appeared the above named W. Gardner Wallace, as Trustee of Highlands Farm Trust, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Trustee and the free act and deed of said Highlands Farm Trust.

Before me,


Notary Public

Typed or Printed Name



SEAL

EXHIBIT A

DEEDS COMPRISING ORIGINAL HIGHLANDS FARM

1. Warranty Deed of Broadacres Partnership to Declarants dated January 18, 1996 and recorded in the Cumberland County Registry in Book 12313 at Page 277;
2. Warranty Deed of Lillian S.S. Vaill to Declarants dated January 18, 1996 and recorded in the Cumberland County Registry in Book 12313 at Page 284;
3. Warranty Deed of Broadacres Partnership to Declarants dated March 25, 1996 and recorded in the Cumberland County Registry in Book 12430 at Page 004;
4. Deed of W. Gardner Wallace, as Trustee of Highlands Farm Trust II to Declarants dated July 15, 1997 and recorded in the Cumberland County Registry in Book 13204, at Page 286.
5. Deed of Todd A. Patstone to Declarants dated October 6, 2015 and recorded in the Cumberland County Registry in Book 32647, at Page 241.

Received
Recorded Register of Deeds
Nov 16, 2015 11:13:18A
Cumberland County
Nancy A. Lane



LOCATION MAP
Not to Scale

LEGEND

- Stone monument found
- Iron pipe or pin found
- Iron pin set (#3 rebar, capped)
- Utility pole
- Hydrant
- Wellhead
- Property line
- Abutter's property line (approximate)
- Right of way or easement
- Stone wall
- Stream
- Proposed road
- Approved houselots
- Existing building



Exhibit #8

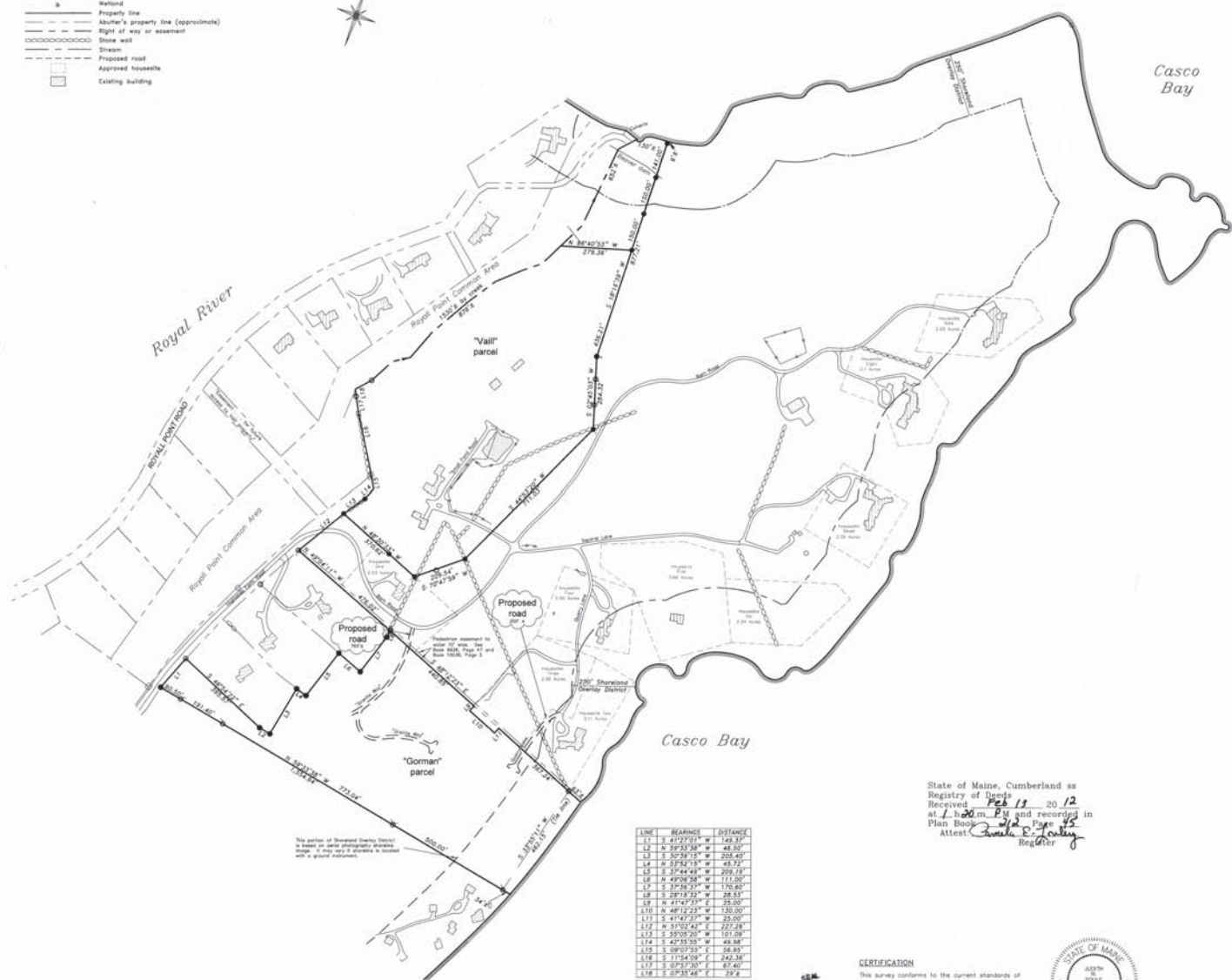
Approved by the Town of Yarmouth Planning Board:

Date: February 8, 2012

[Signature]

PLAN REFERENCES

- 1) Standard Boundary Survey made for Parker Point Limited Partnership by Titcomb Associates, dated November 3, 1995.
- 2) Subdivision Plan of Royal Point made by Titcomb Associates, dated August 1, 1995, recorded in Plan Book 185, Page 17.
- 3) Plan of Vail Point made for Frederick S. Vail, Jr. by Survey Inc., dated February 1995.
- 4) Plan Showing Land Surveyed for Leon A. Gorman and Lisa M. Gorman made by Land Use Consultants Inc., dated August 7, 1992.
- 5) Subdivision Plan made for Highlands Farm Trust by Titcomb Associates, dated February 26, 1996, recorded in Plan Book 196, Page 61.
- 6) Amended Subdivision Plan made for Highlands Farm Trust by Titcomb Associates, dated March 16, 1997, recorded in Plan Book 197, Page 139.



CONDITIONS OF APPROVAL

- 1) Prior to issuance of occupancy permit for Houselots 2 on Vail property, town staff to confirm turnout so Vail parcel conforms to booklet standard turnout. Applicant to segregate turnout if found in non-conformance, and
- 2) New private road extensions to Gorman parcel shall have 15' gravel, turnarounds conforming to booklet standards at ends of road, and 3 foot cleared shoulders. Said shoulders may be gravel base with loam and seeded with grass or groundcover.

NOTE

Proposed roads are to be constructed in accordance with the road standards for the original Highlands Farm Subdivision approved by the Planning Board in 1996.

NOTES

- 1) Bearings are referenced to Grid North, Maine State Plane Coordinate System, NAD83, West Zone.
- 2) Approximate mean high tide line located September 30 and October 2, 1995.
- 3) This plan is intended to amend a plan entitled "Subdivision Plan" made for Highlands Farm Trust by Titcomb Associates, dated February 26, 1996, recorded in Plan Book 196, Page 61 and a revision of that plan dated March 16, 1997, recorded in Plan Book 197, Page 139.

State of Maine, Cumberland ss
Registry of Deeds
Received Feb 13 2012
at 1:20 p.m. PM and recorded in
Plan Book 202 Page 15
Attest: *[Signature]* Register



LINE	BEARINGS	DISTANCE
1	S 41°27'01" W	149.37
2	N 85°31'34" W	49.50
3	S 20°39'15" W	205.40
4	N 71°19'15" W	45.72
5	S 37°44'49" W	209.73
6	N 42°09'28" W	171.20
7	N 70°19'21" W	176.80
8	S 20°19'25" W	28.53
9	N 47°47'31" W	26.00
10	N 48°12'23" W	130.00
11	S 47°47'31" W	26.00
12	N 31°02'49" E	277.28
13	S 09°20'20" W	151.39
14	S 47°55'53" W	49.88
15	S 09°07'35" E	26.95
16	S 17°54'09" W	242.36
17	S 23°57'20" E	87.40
18	S 20°35'48" E	79.2

CERTIFICATION

This survey conforms to the current standards of practice set forth by the Maine State Board of Licensure for Land Surveyors.

[Signature]
Julie N. Sault
Julie N. Sault, P.L.S. #2233



Amended Subdivision Plan

Parker Point Yarmouth, Maine

made for
Highlands Farm Trust

600 Atlantic Avenue Boston, MA

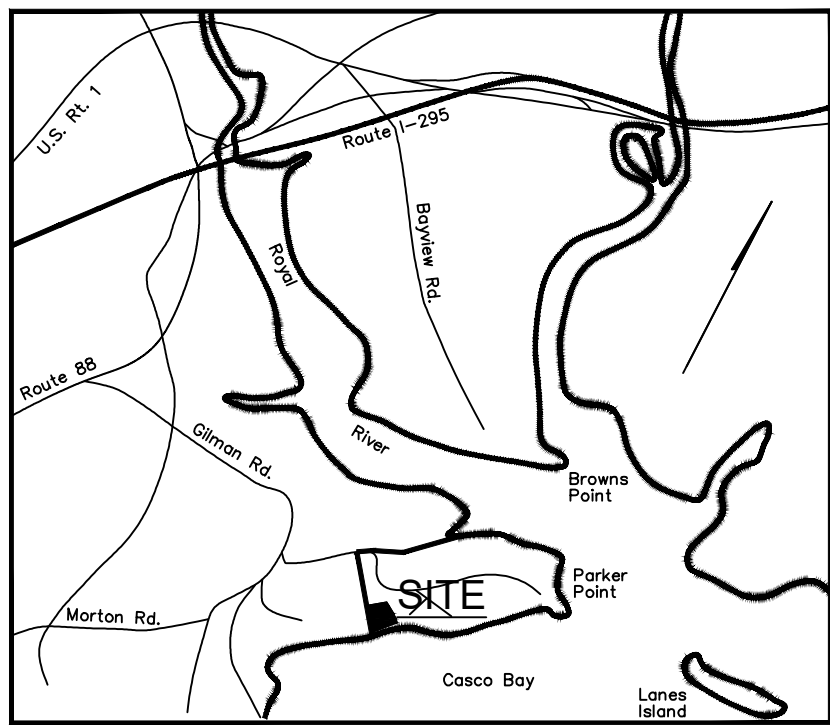
JOB #20084 DATE: October 20, 2011 SCALE: 1" = 200'

BOOK #275

95064-2011-rb.dwg

FILE #7164

Titcomb Associates
133 Gray Road
Falmouth, Maine 04105 (207)797-8199



LEGEND

- Stone monument found
Iron pipe or pin found
Utility pole
Hydrant
Wetland
Property line
Abutter's property line (approximate)
Right of way or easement
Edge of pavement
Edge of gravel
Stone wall
Existing building

NOTES

- 1) Bearings are referenced to Grid North based on the Maine State Plane Coordinate System, NAD83, West Zone.
2) Deed and Plan Book references are to the Cumberland County Registry of Deeds.
3) Shoreland Overlay District is based on imagery from aerial photography.
4) Approximate mean high tide line located September 30 and October 2, 1995.
5) Property is located in the Low Density Residential (LDR) district and the Shoreland Overlay (SOD) district.
6) The building on Housesite Two was field located by Sebago Technics and the information was provided to Titcomb Associates. The location and shape of other buildings shown on this plan are approximate based on aerial imagery.

PLAN REFERENCES

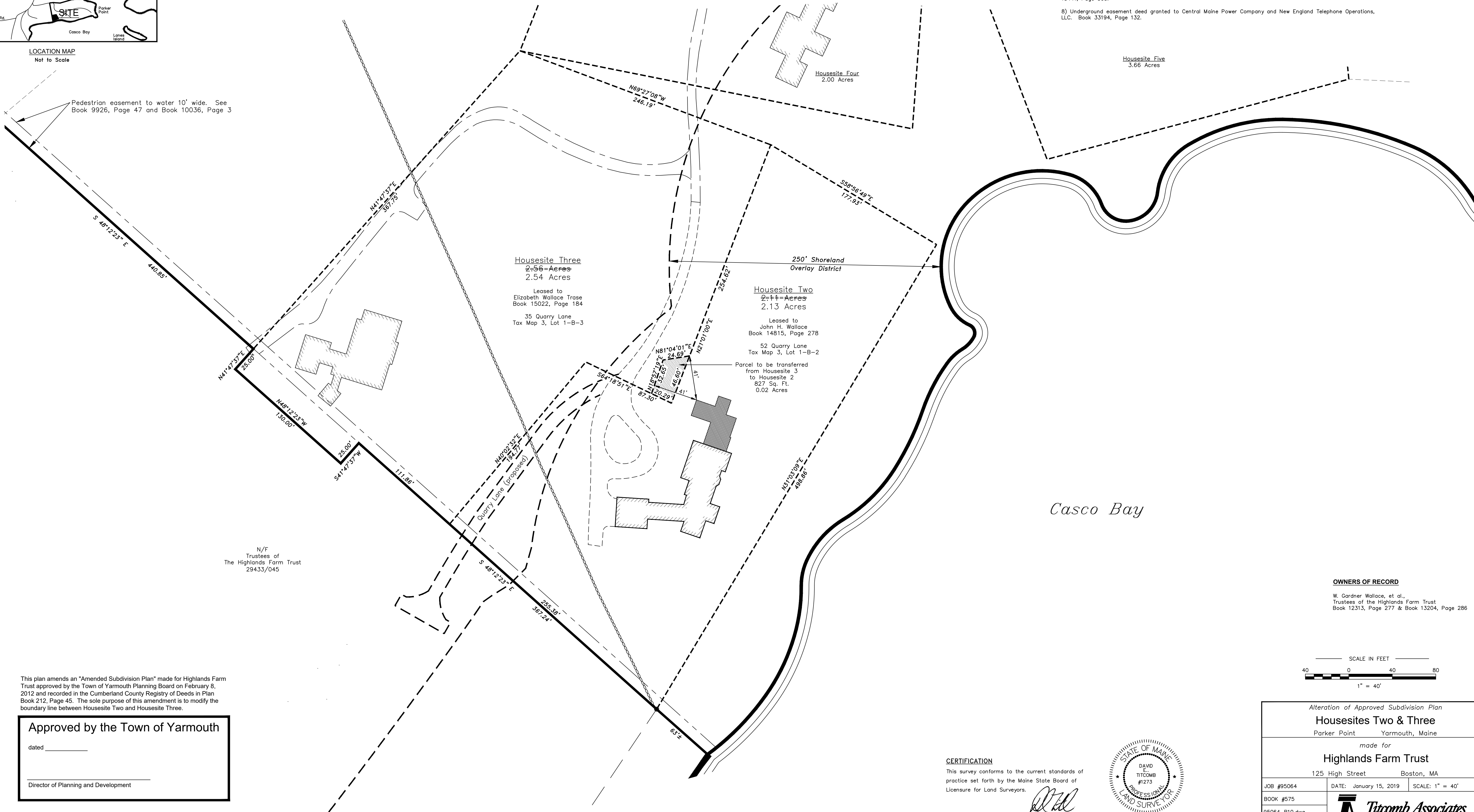
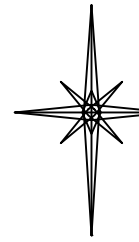
- 1) Subdivision Plan, Parker Point, Yarmouth, Maine, made for Highland Farm Trust by Titcomb Associates dated February 28, 1996, revised March 18, 1997. Recorded in Plan Book 197, Page 139.
2) Amended Subdivision Plan, Parker Point, Yarmouth, Maine, made for Highland Farm Trust by Titcomb Associates dated October 20, 2011. Recorded in Plan Book 212, Page 45.

EASEMENTS/ENCUMBRANCES

- 1) Highlands Farm Trust, Declaration of Trust, Book 12313, Page 261.
2) Highlands Farm Trust, First Amendment to Declaration of Trust, Book 31468, Page 55.
3) Highlands Farm Trust, Second Amendment to Declaration of Trust, Book 32734, Page 181.
4) Supplemental Declaration of Easements, Covenants and Restrictions, Highlands Farms, Book 31406, Page 286.
5) Second Supplemental Declaration of Easements, Covenants and Restrictions, Highlands Farms, Book 32734, Page 193.
6) Underground easement deeds granted to Central Maine Power and New England Telephone & Telegraph Company. Book 12642, Page 29 and Book 13019, Page 293.
7) Underground easement deed granted to Central Maine Power Company and Bell Atlantic Company. Book 13441, Page 305.
8) Underground easement deed granted to Central Maine Power Company and New England Telephone Operations, LLC. Book 33194, Page 132.

GRID

N



This plan amends an "Amended Subdivision Plan" made for Highlands Farm Trust approved by the Town of Yarmouth Planning Board on February 8, 2012 and recorded in the Cumberland County Registry of Deeds in Plan Book 212, Page 45. The sole purpose of this amendment is to modify the boundary line between Housesite Two and Housesite Three.

Approved by the Town of Yarmouth

dated _____

Director of Planning and Development

CERTIFICATION

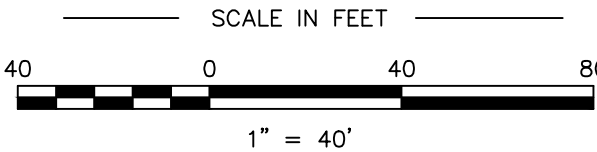
This survey conforms to the current standards of practice set forth by the Maine State Board of Licensure for Land Surveyors.

David E. Titcomb, P.L.S. #1273



OWNERS OF RECORD

W. Gardner Wallace, et al.,
Trustees of the Highlands Farm Trust
Book 12313, Page 277 & Book 13204, Page 286



Alteration of Approved Subdivision Plan

Housesites Two & Three

Parker Point Yarmouth, Maine

made for

Highlands Farm Trust

125 High Street Boston, MA

JOB #95064 DATE: January 15, 2019 SCALE: 1" = 40'

BOOK #575

95064_R10.dwg

FILE #7164



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