

Filing Fee \$40.00

**DOMESTIC
NONPROFIT CORPORATION**

STATE OF MAINE

ARTICLES OF INCORPORATION

<p>_____</p> <p>Deputy Secretary of State</p> <hr/> <p>A True Copy When Attested By Signature</p> <hr/> <p>_____</p> <p>Deputy Secretary of State</p>
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Pursuant to [13-B MRSA §403](#), the undersigned incorporator(s) execute(s) and deliver(s) the following Articles of Incorporation:

FIRST: The name of the corporation is _____.

SECOND: ("X" one box only. Attach additional page(s) if necessary.)

The corporation is organized as a public benefit corporation for the following purpose or purposes:

The corporation is organized as a mutual benefit corporation for all purposes permitted under [Title 13-B](#) or, if not for all such purposes, then for the following purpose or purposes:

THIRD: The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: _____

(name of commercial registered agent)

Noncommercial Registered Agent

(name of noncommercial registered agent)

(physical location, not P.O. Box – street, city, state and zip code)

(mailing address if different from above)

FOURTH: Pursuant to [5 MRSA §108.3](#), the new commercial registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

FIFTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is _____.

The minimum number of directors (not less than 3) shall be _____ and the maximum number of directors shall be _____.

SIXTH: Members: ("X" one box only.)

- There shall be no members.
- There shall be one or more classes of members and the information required by [13-B MRSA §402](#) is attached.

SEVENTH: (Optional) (Check if this article is to apply.)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

EIGHTH: (Optional) (Check if this article is to apply.)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit _____ attached hereto and made a part hereof.

Incorporators

Dated _____

(signature)

Street _____
(address)

(type or print name)

(city, state and zip code)

(signature)

Street _____
(address)

(type or print name)

(city, state and zip code)

(signature)

Street _____
(address)

(type or print name)

(city, state and zip code)

For Corporate Incorporators*

Name of Corporate Incorporator _____

By _____
(signature of officer)

Street _____
(principal business location)

(type or print name and capacity)

(city, state and zip code)

Name of Corporate Incorporator _____

By _____
(signature of officer)

Street _____
(principal business location)

(type or print name and capacity)

(city, state and zip code)

***Articles are to be executed as follows:**

If a corporation is an incorporator ([13-B MRSA §401](#)), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

**Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752**

Email Inquiries: CEC.Corporations@Maine.gov

Customer Contact Cover Letter

Name of entity(s) on the submitted filings:

Optional special handling request(s): (check only if applicable)

- Hold attested copy for pick up (will be required to pick up at our office in Augusta, Maine)
- 24-hour expedited filing (next business day) service: **\$50** additional filing fee per entity
- Immediate expedited filing (same business day): **\$100** additional filing fee per entity

NOTE: Only one expedite fee is required if filing multiple documents for the same entity/charter number at the same time.

Payment can be made by check or money order (payable to Maine Secretary of State) or by credit card. You may obtain a credit card voucher at <https://www.maine.gov/sos/cec/forms/credit.pdf>.

Total fee(s) enclosed: \$ _____

(Name of contact person)

(Daytime telephone number)

(Contact email address for this filing)

(Email address to use for annual report reminders)

Name and address of person **to return the attested copy** of the completed filing:

(Name of attested copy recipient)

(Firm or Company)

(Mailing Address)

(City, State & Zip)

NOTE: Failure to provide a contact name and telephone number or email address will result in any erroneous filing(s) being returned to the filer by the Secretary of State's office.

For questions regarding the above filing(s), please call or email our office at (207) 624-7752 or cec.corporations@maine.gov

Submit filings to:

Mailing Address if using US Postal Service

Department of the Secretary of State
Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101

Mailing Address if using FedEx/UPS

Department of the Secretary of State
Corporations, UCC and Commissions
111 Sewall Street, 4th Floor
Augusta, ME 04330

BYLAWS
OF
RAYMOND CAPE ROAD SUBDIVISION ASSOCIATION
A NON-PROFIT ASSOCIATION

ARTICLE I
Offices

1.1 Location. The principal office of the Association shall be located at 15 Washington Court in Naples, Maine. The Association may also maintain additional offices at such other places within or outside the State of Maine as the Board of Directors may from time to time determine.

1.2 Purpose. The purpose of the Association (also referred to as the "Association") is to hold title to real estate located at or near Raymond Cape Road in Raymond, Maine, and to maintain and manage the same for the benefit of the members as defined below.

1.3 Declarations. Each of the members, as defined below shall sign a declaration subjecting the parcels of land set forth in Exhibit A to this Association, its By-laws, under and regulation and such other documentation as controls the Association.

ARTICLE II
Members

2.1 Who Shall Be Members. The members of the Association shall consist of any person, firm or entity who is an owner of any of the parcels of land subject in the subdivision known as Raymond Cape Road Subdivision ("Individual Member"). Regardless of the number of owners of any particular parcel, said owners shall be considered an Individual Member with 1 vote and shall be responsible for the payment of one dues and assessment amount as set forth below.

2.2 Transfers and Suspension of Membership. Ownership of any of the parcels referred to in said subdivision shall require the owner to be a member of this association. Membership in the Association shall not be transferable.

Any member may be suspended for nonpayment of dues or other assessments by majority vote of the Board of Directors at a meeting duly called for that purpose. No fines or penalties of a monetary nature may be assessed or levied against any member for any reason whatsoever except as set forth herein. Once suspended a member will lose all rights to vote or access or use of the association property, except for the road, until such time as all outstanding dues or assessments including arrearages are paid in full to the satisfaction of the Board of Directors.

2.3 Annual Meeting. A meeting of the members of the Association (the "Annual Meeting") shall be held annually for the election of directors and officers and the transaction of such other business as may properly come before the meeting, during the month of April in each year or such other month as may be determined by the Board of Directors from time to time, at the office of the Association or other meeting place approved by the Board of Directors of the

Association in the State of Maine, on such day as may be designated by the Board of Directors of the Association and set forth in the notice of such meeting, or, if that day shall be a legal holiday where the meeting is to be held, on the next succeeding day.

2.4 Special Meetings. Special meetings of the members may be called by the President or Vice President of the Association, who may, in writing, demand the call of a special meeting specifying the date and month thereof, which shall not be more than thirty (30) days from the date of such written demand. Special meetings may also be convened by any two (2) members of the Board of Directors or any three (3) Individual Members of the Association, who may, in writing, demand the call of a special meeting specifying the date and month thereof, which shall not be less than one nor more than two months from the date of such written demand. The Secretary of the Association, on receiving the written demand, shall promptly give notice of such meeting, or if he/she fails to do so within fifteen business days thereafter, any member signing such demand may give such notice.

Notice of a special meeting shall state the purpose or purposes for which the meeting is called and shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be delivered to each Individual Member by leaving such notice with him/her or at his/her residence or usual place of business, by messenger or by mailing such notice to him/her at his/her address, as shown on the books and records of the Association, or his/her last known address. Special meetings shall be held at such place, date, and hour within the State of Maine as may be specified in the notice thereof; provided that if no place is specified therein, then at the office of the Association.

2.5 Record Date for Meetings and Other Actions. For the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining members entitled to receive any distribution or the allotment of any rights, or for the purpose of any other action by the members, the Board of Directors may fix, in advance, a date as the record date for any such determination of members. Such record date shall not be more than sixty nor less than thirty days before the date of such meeting. If no record date is so fixed by the Board of Directors, (1) the record date for the determination of members entitled to vote at a meeting of members shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held, and (2) the record date for determining members for any purpose other than those specified above shall be at the close of the business day on which the resolution of the Board of Directors relating thereto is adopted.

A determination of members of record entitled to notice of or to vote at any meeting of members that has been made in accordance with this section shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date under this section for the adjourned meeting.

2.6 Notices of Meetings. Whenever members are required or permitted to any action at a meeting, written notice shall be given to the members by the Secretary stating the place, date, and hour of the meeting and, unless it is the annual meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting. As provided in Section 2.4, notice of a special meeting shall also state the purpose or purposes for which the meeting is called. A

copy of the notice of any meeting shall be given, personally or by mail, to each member entitled to vote at such meeting.

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record on the new record date entitled to notice under this section.

2.7 Waivers of Notice. Notice of any meeting need not be given to any member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such member.

2.8 List or Record of Members at Meetings. A list or record of members entitled to vote as of the record date, certified by the Secretary, shall be produced at any meeting of members upon the request therefore of any member who has given notice to the Association that such request will be made at least ten days prior to such meeting. If the right to vote at any meeting is challenged, the inspectors of election or the person presiding thereat shall require such list or record of members to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list or record to be members entitled to vote thereat may vote at such meeting.

2.9 Quorum at Meetings. Except as otherwise provided by law, the Certificate of Incorporation, or these bylaws, Individual Members entitled to cast fifty percent (50%) of the total number of votes entitled to be cast thereat shall constitute a quorum at any meeting of members for the transaction of any business. Notwithstanding the foregoing, the members present at any meeting may adjourn any meeting to another date not more than sixty (60) days after the date of such meeting, time, or place despite the absence of a quorum.

2.10 Presiding Officer and Secretary. At any meeting of the members, if neither the President nor the Vice President, nor a person designated by the Board to preside at the meeting shall be present, the Individual Members present shall appoint a presiding officer for the meeting. If neither the Secretary nor an Assistant Secretary shall be present, the appointee of the person presiding at such meeting shall act as secretary of the meeting.

2.11 Proxies. All proxies shall be in writing and shall be filed with the Secretary of the Association before being voted.

2.12 Inspectors of Election. Except as otherwise required by law, the Certificate of Incorporation or these bylaws, whenever directors are to be elected by the members, they shall be elected by a majority of the votes cast at a meeting of members by the members entitled to vote in the election. Whenever any corporate action, other than the election of directors is to be taken by vote of the members, it shall, except as otherwise required by law, the Certificate of Incorporation or these bylaws, be authorized by a majority of the votes cast at a meeting of members by the members entitled to vote thereon.

2.13 Vote of Members. Except as provided in the preceding paragraph, any reference in these bylaws to corporate action at a meeting of members by majority vote or two-thirds vote shall require the action to be taken by such proportion of the votes cast at such meeting. Blank votes, abstentions or absentees shall not be counted in the number of votes cast.

Regardless of the number of individuals or entities that may hold title to any of the parcels set forth in the Exhibit A each parcel shall be entitled to 1 vote. In the event such co-owners cannot agree on how to cast their vote the Board of Directors may determine by a majority vote to not accept a vote from said Individual Member.

Except as otherwise provided by law, every Individual Member of record of the Association entitled to vote on any matter at any meeting of members shall be entitled to one vote. If so requested by any Individual Member present at any meeting of the members of the Association, the vote at any election of directors or on any question before a meeting shall be by ballot; absent any such request, the method of voting shall be discretionary with the person presiding at the meeting.

2.14 Action by Members Without a Meeting. Whenever under any provision of law, the Certificate of Incorporation, or these bylaws, members are required or permitted to take any action by vote, such action may be taken without a meeting or written consent, setting forth the action so taken, signed by all of the Individual Members entitled to vote thereon. Written consent thus given by all Individual Members entitled to vote shall have the same effect as a unanimous vote of members.

ARTICLE III Fees, Dues, and Assessments

3.1 For Present and Future Members. The amount of dues or fees shall be fixed and determined by the Board of Directors from time to time. The Board shall publish and provide a list of current fees and dues for all members. Special assessments may be made for expenses not covered by the dues or fees fixed by the Board of Directors. Such assessments may be made from time to time upon such terms and conditions as shall be approved by a 2/3 vote of the Board of Directors at a meeting called for such purpose. Dues shall be billed on an annual basis as determined by the Board of Directors. Special assessments shall be due and payable in a manner as shall be determined by the Board of Directors at a meeting called for such purpose.

ARTICLE IV Board of Directors

4.1 Power of Board and Qualification of Directors. The Association shall be managed by its Board of Directors. Each director shall be at least eighteen years of age. The Board of Directors shall consist of the then President, Secretary, and Treasurer of the Association, and additional Individual Members as shall be elected from among the Individual Members of the Association at the Annual Meeting of the members of the Association.

4.2 Number, Election, and Qualification. The number of directors that shall constitute the whole Board of Directors shall be determined by resolution of the Board of Directors, but in no event shall be less than three. The number of directors may be decreased at any time and from

time to time by a majority of the directors then in office, but only to eliminate vacancies existing by reason of the death, resignation, removal, or expiration of the term of one or more directors. The directors shall be elected at the annual meeting of members by such members as have the right to vote on such election. Directors must be Individual Members of the Association.

4.3 Terms in Office. Each director shall serve for a term ending on the date of the third annual meeting following the annual meeting at which such director was elected. For purposes of staggering the terms of the directors, the initial Board of Directors may, at their option, determine a different time frame for the first term of each director. For example, a 3 member board may choose to give 1 director an initial term of 1 year, 1 director an initial term of 2 years and the last director a term of 3 years.

4.4 Tenure. Notwithstanding any provisions to the contrary contained herein, each director shall hold office until his/her successor is elected and qualified, or until his/her earlier death, resignation or removal. No person may be a director for more than 2 consecutive terms.

4.5 Vacancies. Unless and until filled by the members, any vacancy in the Board of Directors, however occurring, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the directors then in office, although less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office, and a director chosen to fill a position resulting from an increase in the number of directors shall hold office until the next annual meeting of members and until his/her successor is elected and qualified, or until his/her earlier death, resignation, or removal.

4.6 Resignation. Any director may resign from office at any time by delivering a resignation in writing to the Association. Such resignation shall take effect at the time specified therein, and unless otherwise specified, no acceptance of such resignation shall be necessary to make it effective.

4.7 Removal of Directors. Any or all of the directors may be removed, with or without cause, by majority vote of the Individual Members. Any director may be removed with cause by vote of the Board of Directors provided there is a quorum of not less than a majority present at the meeting of directors at which such action is taken.

4.8 Meetings of the Board. Meetings of the Board of Directors, annual, regular, or special, may be held at an approved meeting place of the Association in the Town of Raymond, State of Maine, or as shall be specified in the respective notice or waivers of notice thereof. An annual meeting of the Board for the appointment of officers shall be held on the day on which the Annual Meeting of the members is held, at the same place and as soon after the holding of such meeting of members as is practicable, and no notice thereof need be given. The Board may fix times and places for regular meetings of the Board and no notice of such meetings need be given. Special meetings of the Board may be called at any time by the President or by any two (2) directors by a written notice delivered or mailed to each director at his/her last known address at least thirty (30) days prior to the day of the meeting.

Notice of a meeting need not be given to any alternate director nor to a director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. A notice or waiver of notice need not specify the purpose of any regular or special meeting of the Board.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment of a meeting of the Board to another time or place shall be given to the directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

4.9 Quorum and Voting. Unless a greater proportion is required by law, by the Certificate of Incorporation or by a bylaw adopted by the members, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business. Except as otherwise provided by law or by these bylaws, the vote of a majority of the directors present at a meeting at the time of the vote, if a quorum is present at such time, shall be the act of the Board, except as otherwise provided by law or by these bylaws.

4.10 Written Consent of Directors; Meetings by Conference Telephone. Any action required or permitted to be taken by the Board of Directors or committee thereof may be taken by the Board of Directors or any committee thereof without a meeting if members of the Board or such committee constituting a quorum for such action consent in writing to the adoption of a resolution authorizing such action. Each resolution so adopted and the written consents thereto by members of the Board or such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

4.11 Compensation of Directors. The Association shall not pay compensation to directors, but may reimburse directors for expenses actually incurred in performing services rendered to the Association in such capacities.

4.12 Annual Report of Directors. The Board of Directors shall present at the annual meeting of members a report, verified by the President and Treasurer or by a majority of the directors showing in appropriate detail the following: (1) the assets and liabilities of the Association as of the end of a twelve-month fiscal period terminating not more than six months prior to said meeting; (2) the revenue or receipts of the Association, both unrestricted and restricted to particular purposes, during said fiscal period; and (3) the expenses or disbursements of the Association, for both general and restricted purposes during said fiscal period.

The annual report of the directors shall be filed in the minutes of the proceedings of the annual meeting of members.

ARTICLE V Committees

5.1 The Board of Directors may appoint at its discretion from time to time Standing Committees or subcommittees thereof to perform designated functions on behalf of the Association. Any new Standing Committees or subcommittees thereof shall be subject to the

terms of these bylaws and shall be responsible for such matters as may from time to time be designated by the Board of Directors.

ARTICLE VI Officers, Agents and Employees

6.1 General Provisions. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, one or more Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. All officers of the Association shall be Individual Members of the Association.

6.2 Term of Office, Vacancies, and Removal. The officers shall be elected by the Board of Directors at the first meeting of the Board after the annual meeting of the members in each year. The Board may appoint other officers, who shall have such authority and perform such duties as may be prescribed by the Board. Each officer shall hold office until the meeting of the Board following the annual meeting of the members after his/her appointment and until his/her successor has been appointed and qualified. No two or more offices may be held by the same person. If an office becomes vacant for any reason, the Board may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his/her successor shall have expired unless reelected by the Board. Any officer may be removed by the Board with or without cause. Such removal without cause shall be without prejudice to such person's contract rights, if any, but the appointment of any person as an officer, agent, or employee of the Association shall not of itself create contract rights.

6.3 Powers and Duties of Officers. Subject to the control of the Board of Directors, all officers as between themselves and the Association shall have such authority and perform such duties in the management of the property and affairs of the Association as may be provided in these bylaws or by resolution of the Board and, to the extent not so provided, as generally pertain to their respective offices. The same member of the Association or Board of Directors, as the case may be, may hold more than one officer position.

(a) President. The President shall serve as the chief executive officer of the Association. In the absence of the President the vice president shall preside at all meetings of the members and of the Board of Directors and, subject to the supervision of the Board, shall perform all duties customary to that office and shall supervise and control all of the affairs of the Association in accordance with policies and directives approved by the Board. The President must be a member of the Board of Directors.

(b) Vice President. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all the restrictions on the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe by standing or special resolution, or as the President may from time to time provide, subject to the powers and the supervision of the Board. The Vice President must be a member of the Board of Directors.

(c) Secretary. The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall give or cause to be given all notices in accordance with these bylaws or as required by law, and, in general, shall perform all

duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Association, if any, and he/she shall have authority to affix the same to any instrument requiring it, and, when so affixed, it may be attested by his/her signature. The Board may give general authority to any officer to affix the seal of the Association, if any, and to attest the affixing by his/her signature. The Secretary need not be a member of the Board of Directors.

(d) Treasurer. The Treasurer shall have the custody of, and be responsible for, all funds and securities of the Association. He/she shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Association, and shall deposit all monies and other valuable property of the Association in the name and to the credit of the Association in such banks or depositories as the Board of Directors may designate. Whenever required by the Board, the Treasurer shall render a statement of accounts. He/she shall at all reasonable times exhibit the books and accounts to any officer or director of the Association, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board, give such bond or security for the faithful performance of his/her duties as the Board may require. The Treasurer need not be a member of the Association or of the Board of Directors and shall not be restricted by any term limits that may imposed upon the directors or other officers.

6.4 Agents and Employees. The Board of Directors may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such person's contract rights, if any, and the appointment of such person shall not itself create contract rights.

6.5 Compensation of Officers, Agents, and Employees. The Association shall not pay any compensation to officers for services rendered to the Association, except that offices may be reimbursed for expenses incurred in the performance of their duties to the Association, in reasonable amounts as approved by a majority of the entire Board. The Association shall, however, be required to maintain a Directors and Officers Liability policy as well as a general lines liability policy in such amounts as the Board of Directors shall from time to time determine.

The compensation of agents and employees appointed by the Board shall be fixed by the Board, but this power may be delegated to any officer, agent, or employee as to person under that person's direction or control. The Board may require officers, agents, or employees to give security for the faithful performance of their duties.

ARTICLE VII Miscellaneous

7.1 Fiscal Year. The fiscal year of the Association shall be the calendar year or such other period as may be fixed by the Board of Directors.

7.2 Corporate Seal. The seal, if any, of the Association shall be circular in form and contain the name of the Association, the words "Corporate Seal" and "State of Maine" and the year the Association was formed in the center. The Association may use the seal by causing it or a facsimile to be affixed, impressed, or reproduced in any manner.

7.3 Checks, Notes, and Contracts. The Board of Directors shall determine who shall be authorized from time to time on the Association's behalf to sign checks, notes, drafts, acceptances, bills of exchange, and other orders or obligations for the payment of money; to enter into contracts; or to execute and deliver other documents and instruments.

7.4 Books and Records. The Association shall keep at its principal office (1) correct and complete books and records of accounts; (2) minutes of the proceedings of its members, Board and any committee of the Association; and (3) a current list or record containing the names and addresses of all members, directors, and officers of the Association. Any of the books, records, and minutes of the Association may be in written form or in any other form capable of being converted into written form within a reasonable time.

7.5 Amendments to Certificate and Bylaws. These Bylaws and the Certificate may be amended or repealed, and new bylaws may be adopted by the Individual Members at the time entitled to vote in the election of directors, provided that a two thirds vote of all Individual Members shall be required to approve or consent to such amendment, repeal or new bylaws.

7.6 Indemnification and Reimbursement. The Association shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors, and assigns, against any and all expenses, including amounts paid on judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit, or proceeding, in which they, or any of them, are part, parties, or a party, or which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding to be liable for his/her own negligence or misconduct in the performance of duty. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled to under any law, bylaw, agreement, vote of members, or otherwise.

7.7 Interested Directors and Officers. No contract transaction between this Association and any other Association, firm, association, or other legal entity shall be invalidated by reason of the fact that any one or more of the members, officers, or directors of the Association has a direct or indirect interest, pecuniary or otherwise, in such Association, firm, association, or legal entity, or because the interested member, officer, or director was present at the meeting of the Board of Directors that acted on or in reference to such contract or transaction, or because he/she participated in such action, provided that the interest of each such member, officer, or director shall have been disclosed to or known by the Board, and a disinterested majority of the Board shall have nonetheless ratified and approved such contract or transaction. Such interested member, officer, or director may be counted in determining ratification or approval is given. If the vote of such interested member, officer, or director was necessary for the approval of such contract or transaction, then such contract or transaction shall, with disclosure of the member's, officer's, or director's interest, be submitted for the approval or ratification of the Individual Members of the Association.

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SETTLERS RIDGE ROAD SUBDIVISION

RAYMOND, MAINE

This Declaration of Covenants and Restrictions (this "Declaration") is made as of this ____ day of _____, 2022, by Brandon Chase, an individual with a mailing address of P.O. Box 37, Raymond, ME 04071 (hereinafter referred to as the "Declarant").

**ARTICLE I
DECLARATION PURPOSES**

Section 1.1. General Purposes. The Declarant is the owner of certain real property located at or near Raymond Cape Road and Settlers Ridge Road in the Town of Raymond, County of Cumberland, and State of Maine, and desires to create therein a residential community in accordance with the plan entitled "Settlers Ridge Road Subdivision" made for Brandon Chase by Sebago Technics, dated _____, 2022, and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page ____ (the "Subdivision Plan"). Declarant desires to provide for the preservation of the values and amenities of open space in said community and desires to subject the real property described in Article III to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof. Among the values that Declarant desires to preserve is the scenic character of that real property. Declarant also desires to establish a homeowners' association as a method for the administration, maintenance, preservation, use and enjoyment of the real property described in Article III.

Section 1.2. Declaration. To further the general purposes herein expressed, Declarant, for itself and its successors and assigns, hereby declares that all real property hereinafter described in Article III, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE II
DEFINITIONS**

The following words and terms, when use in this Declaration or any amendment or supplemental declaration, and whether or not capitalized (unless the context indicates otherwise), shall have the following meanings:

“Association” shall mean the Settlers Ridge Road Subdivision Association, a Maine non-profit corporation with an initial place of business in Raymond, Maine.

“Board” or “Board of Directors” shall mean the duly appointed or elected Board of Directors of the Association.

“Bylaws” shall mean the duly adopted bylaws of the Association, including any amendments thereto as may be adopted from time to time.

“Common Expenses” shall mean the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration and the Bylaws of the Association.

“Common Properties” shall mean and refer to any real property, and improvements or portions of improvements thereon, within the properties which are not lots, except for streets and roads (but subject to Section 7.3(b)), and any personal property or equipment conveyed to the Association, to include any open spaces and recreational areas as may be required by the Town in as a condition of municipal permitting

“ Dwelling” shall mean and refer to any residential structure or any building or any part thereof designed and intended for use and occupancy as a residence by a single family house.

“ Dwelling Accessory Building” shall mean a subordinate building, the use of which is incidental to the dwelling and customary in connection with that use.

“ Lot” shall mean and refer to the individual lots indicated on the Subdivision Plan (as hereinafter defined). In the event that any sidewalk, pathway or roadway encroaches, now or in the future, on any Lot, an easement for such encroachment exists.

“ Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot situated upon the properties, but shall not mean or refer to any mortgage holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

“ Properties” shall mean and refer to the real estate described in Section 3.1 hereof.

“ Residential Lot” shall mean a lot shown on the Subdivision Plan.

“ Single Family” shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

“ Structure” shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate structure.

"Town" shall mean the Town of Raymond, Maine.

ARTICLE III PROPERTY and ADDITIONAL PROPERTIES

Section 3.1. Property: The real property which is or shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Raymond, County of Cumberland, and State of Maine, and is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof as though recited in this Section, and is described in Warranty Deed from Diane G. Potvin to Declarant dated April 21, 2021 and recorded in the Cumberland County Registry of Deeds in Book 38175, Page 131.

Section 3.2. Additional Properties and Lots: The Declarant reserves the right to acquire and develop additional land, either now owned or to be owned or controlled in the future by the Declarant or any affiliate, successor or assign of the Declarant. Upon such event, these Covenants and Restrictions, as they may be amended, shall govern and control such additional land as Lots and Properties, subject at all times to the requirements of the Town and any governmental authority exercising proper jurisdiction.

ARTICLE IV GENERAL RESTRICTIONS

Section 4.1. Land Use and Building Type and Number of Dwellings: No Dwelling or structure shall be erected, re-erected or maintained except in accordance with this Declaration. No dwelling accessory building shall be used for rental purposes separate from the dwelling. Each residential Lot shall only be used for no more than one single family dwelling, provided however, that the Association may utilize any property conveyed to it by the Declarant pursuant to Section 7.5 below for recreational and recreational-related facilities subject to the receipt of all required local, state and federal permits and approvals with respect thereto.

Section 4.2. Minimum Living Area: No plans shall be approved unless the total heated living area of the first and second floors of any Dwelling, excluding decks, unheated porches and breezeways, below grade basement space, and garage, shall not be less than 1,800 square feet. "Living Area" shall be defined as all above grade enclosed, interior, habitable floor area measured from the exterior walls having a minimum floor-to ceiling height of seven and one half (7 1/2) feet. The following areas are expressly excluded from the calculation of the living area:

- (i) basement space (including "daylight basements"), with basement space meaning any story of the building where the floor of such story is located below the grade of the exterior ground, in whole or part; and
- (ii) garages, porches, decks, greenhouses and similar structures, whether enclosed and/or heated or not.

Section 4.3. Dwelling Quality and Approval: It is the intention and purpose of these covenants to ensure that all dwellings shall be of a quality of design, workmanship and materials

which are compatible with other dwellings within the development. All dwellings shall be constructed in accordance with applicable government building, safety and other codes and the provisions in Article V entitled "Architectural Control." Declarant shall, as part of the design and construction approval process, have the right to approve or disapprove the general contractor, for any construction project. The following standards shall apply:

- (i) All Structures erected on any Lot shall have wood clapboards, wood shingles, shakes, masonry, architectural quality vinyl siding, or other quality finish siding approved by the Declarant, with no T-111 or similar style plywood siding, tarpaper, tarred shingles or other type of tarred siding or metal or fiberglass siding. Architectural quality solid plastic or composite trim is allowed. Log homes are not allowed.
- (ii) Each Dwelling and Accessory Living Unit shall be supported by a solid perimeter masonry foundation.
- (iii) All exterior portions of vertical chimneys and fireplaces shall be of brick or stone construction or a metal chimney encased with siding similar to the balance of the Dwelling. No cinder block or exposed metal chimneys are allowed.
- (iv) All Dwellings shall have attached garages to accommodate two or more full size motor vehicles.

Section 4.4. Location of Dwellings and Structures: All dwellings, accessory buildings and other improvements constructed on any Lot shall be located within the building window shown on the Subdivision Plan, and their location shall at all times comply with any applicable required setbacks. Under no circumstance shall any improvements be located in areas that could result in the disturbance of any "no-cut" buffer or any other buffer area required to be maintained in its natural state including, without limitation, the buffers described in Article X of this Declaration.

Prior to commencement of construction of the dwelling or other structures a Site Plan must be submitted to the Declarant, and approved, showing the building location on the lot, top of foundation wall elevation, site grading, driveway, required landscaping, walks, fences, decks and /or patios locations.

Section 4.5. Parking:

(a) No unregistered or inoperable motor vehicles shall be kept on or stored on a Lot, unless stored inside a fully enclosed building. All-terrain vehicles, snowmobiles, recreational vehicles, trailers and boats must be in good condition, may not be used for human occupancy, and may be stored on a Lot but shall, to the greatest extent reasonable practicable, be shielded from view so as to minimize their visibility from the road and located a minimum of 15 feet from the Lot lines. No commercial trucks in excess of 8,000 pounds of gross vehicle weight, delivery or panel vans or commercial trailers may be stored or parked on the Lot for more than two (2) consecutive days per month. The foregoing restrictions shall not prevent the use of trailers, vehicles or temporary Structures during the permitted period of actual construction of a residence on a Lot.

(b) Until such time as the streets and ways shown on the Subdivision Plan are accepted for ownership by the Town, on street parking shall be allowed per the Town Parking regulations, except during and up to 24 hours after a snow event to allow for street clearing by the Declarant or its Assigns.

(c) Items (a) and (b) of this Section 4.6 shall at all times be subject to and be interpreted in accordance with applicable requirements of the Town.

Section 4.6. Driveways: All driveways will be paved with asphalt, stone, poured concrete or other hard surfaced material within one year of a certificate of occupancy being issued by the Town of Raymond and shall at all times comply with any applicable requirements of the Town. Lot coverage requirements shall comply with approvals granted by the Town.

Section 4.7. Home Occupations: No home occupation or profession which involves the generation of traffic, including customer vehicles and/or delivery vehicles, shall be conducted in any dwelling or dwelling accessory building unless approved by the Declarant or the Association.

Section 4.8. Temporary Structures: No trailer, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for or as a permanent residence. Temporary buildings or structures used during the construction of a dwelling shall be in close proximity to the dwelling and in a location approved by Declarant and such buildings or structures shall be removed upon completion of construction.

Section 4.9. Completion of Construction: Construction of dwellings and dwelling accessory buildings shall commence within one (1) year of the date the building permit is granted by the Town. Any construction undertaken shall be continued with diligence toward the completion thereof and the exterior construction of any dwelling and dwelling accessory buildings shall be completed within one (1) year of the date on which construction (including excavation) commences, except that such period may be extended by reason of strikes, fires, natural disasters and other matters beyond owner's control. Dwellings and other dwelling accessory buildings may not be temporarily or permanently occupied until the exteriors thereof have been completed. Substantially all of the landscaping shown in plans submitted to and approved by Declarant must be completed within ninety (90) days of completion of exterior construction unless Declarant approves an extension of such ninety (90) day period. Only one ninety (90) day extension shall be granted and all landscaping shown on said plans must be completed by the end of the extension. As a condition of approval of proposed plans for all structures, a bond may be required by Declarant which guarantees payment of the landscape contractor's estimated cost of installation to implement the plan as submitted to and approved by Declarant.

Section 4.10. Signs: Lot owners may install a sign of not more than two (2) square feet showing the name of the owner or occupant and the name or number of the premises. All signs shall be compatible with the environment, and under no circumstances shall projecting signs, neon or brightly lighted or internally lighted signs be permitted on any parcel. The Declarant may install and maintain signs advertising the sale of the Lots and the Association may install lighted signs identifying the Property. Dwellings shall have assigned street numbers, clearly visible from the road.

Section 4.11. Utility Lines: All water, sewer, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the properties shall be installed in compliance with all applicable federal, state and local requirements and with the consent of Declarant.

Section 4.12. Maintenance of Lots: All Lots and all improvements on the Lots shall be kept and maintained by the owner thereof in a clean, safe and attractive condition and in good repair. Noxious, offensive, dangerous, or unduly noisy activities of any nature shall not be carried out upon any Lot so as to disturb the quiet enjoyment, peace and occupancy of neighbors. "Offensive" or "Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior which is inconsistent with both the reasonable pleasurable use of the Lots and their reasonable expectations of living free of excessively noisy behavior disrespectful of others, flashing or excessively bright lights, racing vehicles, significantly loud electronic music distractions, or other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the properties by others who are not participating in such offensive or noxious activity.

Section 4.13. No Hazardous Activities: No activities shall be conducted on the properties and no improvements constructed on the properties which are, or might be, unsafe or hazardous to any person or property.

Section 4.14. No Unsightliness: No Unsightliness shall be permitted upon the properties. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, objects or conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; and (b) no motor vehicles shall be constructed, reconstructed, repaired or abandoned upon the properties except in an enclosed garage or work space; (c) refuse, garbage or trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view.

Section 4.15. Owner Maintenance Responsibilities: Each Lot Owner shall maintain his or her Lot, the Dwelling and other Structures, driveways, parking areas and other improvements comprising the Lot in good condition and repair, in an attractive condition and in accordance with the design approvals received under this Declaration, in a manner consistent with other Lots and all requirements of this Declaration, or the Association's Bylaws and any rules and regulations as may be adopted by the Association. If any Owner fails to perform his or her maintenance responsibilities in conformity this Declaration, Declarant or the Association may elect to perform such responsibilities and assess all costs incurred against the Lot and the Owner thereof; provided, however, except when action is required due to an emergency situation, the Owner shall be provided with reasonable notice and an opportunity to cure such deficiencies prior to entry and assumption of such responsibilities.

Section 4.16. Restrictions on Animals: Only usual and ordinary domestic pets may be kept on the properties.

Section 4.17. No Annoying Lights, Sounds or Odors: No light shall be emitted from any portion of the properties which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any portion of the properties which is unreasonably loud or annoying; no odors shall be emitted from any dwelling or any portion of the properties which are noxious or offensive to others.

Section 4.18. Television Antennae: No antennas or towers of any type shall be erected on any Lot, except for satellite dishes which may only be mounted on other than the front of any Dwelling, and which may be no larger than 2 feet in diameter.

Section 4.19. Deviations by Agreement with Declarant: Declarant may enter into agreements with any owner, without the consent of any other owner, to deviate from any of the covenants set forth in this Article 4 for reasons of practical difficulties or particular hardships which otherwise would be suffered by such owner, provided that no such deviations shall be unreasonably inconsistent with the overall plan for the harmonious development of the Property. It is the intent of this Section 4.20 that such deviations be of a minimum amount or scope reasonably necessary to alleviate such difficulties or hardships. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such covenant as to other lots on the properties. No such agreement may be in conflict with any other provisions of this Declaration or the Bylaws of the Association.

Section 4.20. Subdivision of Property: No Lots may be further subdivided to create additional Lots beyond the number permitted in Section 3.1, including conversion of structures into condominium units.

Section 4.21. Drainage and Lot Coverage: Declarant may establish reasonable regulations and restrictions pertaining to drainage or siltation originating on construction sites and parking areas, porosity of pavement materials used on roadways and parking areas consistent with Town requirements and similar provisions relating to hydrological factors on properties. This is to include the right to restrict and enforce any limitations on the Lot Coverage located on any Lot as may be imposed by DEP or the Town and a right of entry and easement to enter upon any Lot to accomplish the foregoing. Lot coverage requirements of the Town are incorporated herein.

Section 4.22. Landscaping: All Lots must be landscaped in accordance with the requirements set forth in any plan reviewed and approved by the Town for the Property. In addition, mobile homes are not permitted on any Lot or on the Property, and no fences or free-standing walls exceeding six (6) feet in height shall be erected on a Lot, and any fence that is permitted shall be subject to the design review provisions of these Covenants and Restrictions. No chain-link fences may be installed unless the same is not visible from the streets and roads.

Section 4.23. Mailboxes: All mailboxes must be mounted upon granite posts. No wooden or vinyl-clad posts shall be permitted.

Section 4.24. Other Recorded Matters: Any and all state of facts, notes, rights, easements, restrictions, covenants, conditions, and the like shown on the Subdivision Plan are hereby incorporated by reference, as if fully restated herein.

ARTICLE V
ARCHITECTURAL CONTROL

Section 5.1. Approval by Declarant: No improvements, including but not limited to Dwellings, garages, parking areas, drives, curbs and walks shall be erected or permitted to remain on any lands at the Properties, nor shall any excavating, clearing, removal of trees, or shrubs, or landscaping be done on any lands within the Properties, unless the complete plans and specifications therefor are approved in writing by Declarant prior to commencement of such work. Declarant shall consider the materials to be used on the external features of said buildings or structures, the location with respect to topography and finished grade elevations.

Section 5.2. General Requirements: Declarant shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties approved by Declarant conform to existing structures as to external design, bulk, rooflines, material, color, siting, height, topography, grade and finished group elevation. Declarant shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants. Rejection by Declarant of plans, locations or specifications may be based upon any grounds, including purely aesthetic conditions, which the Declarant, in its sole and uncontrolled discretion, shall deem sufficient.

Section 5.3. Liability: Declarant shall not be liable in damages to any persons submitting any plans for approval, or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any owner of any person submitting plans to Declarant for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against Declarant, its officers as individuals, or its advisors, employees, or agents.

Section 5.4. Procedures for Obtaining Required Approval: Whenever approval is required of Declarant, appropriate complete plans (including grading plans), specifications and stake-out shall be submitted to Declarant for preliminary and final review and approval. Declarant shall give notice to the applicant of receipt of the completed application for either preliminary or final approval and shall either approve, disapprove, or approve with conditions such application within fifteen (15) days after such notice. If the application is disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. If such plans and specifications are not approved, disapproved, or approved with conditions within fifteen (15) days after notice of receipt, they shall be deemed approved. A copy of each approved set of plans and specifications shall be kept on file by Declarant.

ARTICLE VI
ASSOCIATION PURPOSE AND POWERS

Section 6.1. Membership: Prior to conveyance of any dwelling or Lot on the properties, Declarant shall cause the Association to be formed. Every owner, as defined in Article 2 herein, shall be a member of the Association, provided that any person or entity who holds an interest in any dwelling or Lot merely as a security for the performance of an obligation shall not be a member.

Section 6.2. Voting Rights: All members shall be entitled to one (1) vote for each residential Lot, in which they hold the interests required for membership pursuant to this Article 6. When more than one person or entity holds such an interest or interests in any dwelling or Lot, all such persons or entities shall be members, and the vote for such dwelling or Lot shall be exercised as they among themselves determine by majority vote, but in no event shall more than one vote be cast with respect to any such dwelling or residential Lot.

Section 6.3. Declarant Control: Notwithstanding the foregoing, Declarant shall have the right to appoint, remove and replace the directors of the Association until the first meeting of members following the conveyance of ninety percent (90%) of the residential Lots that Declarant has the right to create within the Properties, pursuant to Section 3.2 above, or ten (10) years from the date of recording this Declaration, whichever comes later. Declarant shall call a meeting within sixty (60) days of such conveyance or within sixty (60) days following the tenth year anniversary of the recording hereof, as the case may be, for the purpose of the electing directors by the members. Notwithstanding the conveyance of any Lot, the Declarant reserves the right to exercise control based on the acquisition or development of additional land that, upon such acquisition, shall be subject to the terms and conditions of these Covenants and Restrictions and as permitted by and described in Section 3.2.

Section 6.4. Association Purpose and Powers: The Association is the governing body under this Declaration and shall have all powers generally reserved to community associations, except as otherwise stated in the Declaration or as limited by law. The primary purposes of the Association are to own and maintain the Open Space as shown on the Subdivision Plan in accordance with Town requirements; maintain any buffer areas shown on the Subdivision Plan; own and maintain the streets and ways shown on the Subdivision Plan until such time as the Town accepts their ownership as a public way; and own and maintain any common property as shown on the Subdivision Plan. In order to accomplish the foregoing purposes, the Association may exercise the following powers:

- A. Adopt and amend bylaws and rules and regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments from owners;
- C. Hire and terminate managing agents and other employees, agents and independent contractors;
- D. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting the Association;
- E. Make contracts and incur liabilities;
- F. Regulate and use, maintenance, repair, replacement and modification of the common properties;
- G. Cause additional improvements to be made as part of the common properties;

- H. Acquire, hold, encumber and convey in its own name and right, title or interest to real or personal property;
- I. Grant easements, leases, licenses and concessions through or over the common properties;
- J. Impose and receive any payments, fees or charges for the use, rental or operation of the common properties;
- K. Impose charges for the late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association as they may be promulgated;
- L. Impose reasonable charges for the preparation and recording of amendments to the Declaration;
- M. Provide for the indemnification of its officers and directors and maintenance of directors and officers liability insurance;
- N. Assign its right to future income;
- O. Exercise any other powers conferred by the Declaration or Bylaws; and
- P. Exercise any other powers necessary and proper for the governance and operation of the Association.

**ARTICLE VII
RIGHTS IN THE PROPERTIES AND OBLIGATIONS OF THE ASSOCIATION**

Section 7.1. Conveyance of Common Properties to the Association: Except as hereinafter provided, Declarant shall retain title to and shall not convey to the Association the common properties until such time as Declarant has conveyed to persons other than an affiliate of Declarant ninety percent (90%) of the residential Lots that Declarant has the right to create within the properties pursuant to Section 3. 2 above. Within one hundred twenty (120) days after the conveyance by Declarant of ninety percent (90%) of said residential Lots, Declarant shall convey said common properties to the Association. Until such time, Declarant shall hold said common properties for the benefit and enjoyment of the owners and shall levy the assessments contemplated by Section 8.1 and 8.2 against all Lots not owned by Declarant pursuant to the powers granted Declarant in Section 8.1 hereof.

Section 7.2. Members' Easement Enjoyment: Subject to the provisions of the Declaration and to the incorporating documents of the Association, which is or will be the grantee of the common properties, every member as defined in Article 6 herein shall have the right and easement of enjoyment in and to the common properties in common with other owners, and such easement shall be appurtenant to and shall pass with the title to every Dwelling or Lot;

Section 7.3. Obligation of the Association with Respect to Common Properties: The Association, for itself, its successors and assigns, by acceptance of a deed to all or a portion of the common properties, subject to and with the benefit of the provisions of this Declaration, which shall be recorded in Cumberland County Registry of Deeds, hereby covenants with Declarant as follows:

- A. The Association shall promptly accept conveyance of the common properties which Declarant is obligated to or may convey to it.
- B. Until such time as they may be formally accepted by the Town and conveyed to the Town by a proper instrument of conveyance, the Association will preserve and maintain, for the common benefit of the owners, all of the common properties and the roads and streets shown on the Subdivision Plan. Included within this obligation to preserve and maintain is the obligation to pay taxes thereon, keep the same in good and sightly appearance, maintain insurance thereon as provided in the Bylaws and comply with and enforce the provisions of this Declaration. All areas designated as "Open Space" shall remain as open space and shall not be subdivided or built upon or otherwise altered from their natural character, except for such alteration reasonably necessary in order to maintain, repair and replace existing improvements and structures thereon, including above-ground and underground utilities, or to install new underground utilities across said areas, following which, said areas will be restored as nearly as possible to their original condition.

Section 7.4. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

- A. Rights of Declarant, its successors and assigns, as herein reserved; and
- B. Rights of the Association as the owner of common properties.

Section 7.5. Rights Reserved by the Declarant: Declarant, for itself, its successors and assigns, reserves for the benefit of Declarant or any properties of Declarant or any successor or assign of Declarant, which need not include the properties, the following rights in any of the properties transferred to the Association or the owners:

- A. Unless expressly waived by Declarant, Declarant reserves exclusively unto itself, its successors and assigns, a perpetual, alienable and releasable utility easement and right in, on, over and under the properties to erect, maintain, operate and use poles, wires, cables, switches, computers, receptacles, satellite transmission earth stations, conduits, directional and informational signs, drainage ways, sewers, irrigation lines, wells, antennas, receivers, garbage collection facilities, pumping stations, tanks, water mains and other suitable equipment including microwave and satellite stations for the conveyance, transmission or use of video, voice, facsimile and data communications, electricity, gas, sewer, water, drainage or other public convenience, utilities and communication facilities on, in or through those portions of the properties as may be reasonably required for utility purposes; provided, however that:

(i) No utility easement shall run across any portion of the properties which is conveyed by a building window or across any area for which written approvals to construct a building thereon have been obtained within the past year from Declarant;

(ii) Such easement or installation of utilities therein or thereon shall be maintained in as attractive a state as is reasonably feasible; and

(iii) Declarant, without obligation, reserves the right to transfer any such utilities and easements, in whole or in part, which it owns to the Association, at which time the Association shall be responsible for, and shall have the obligations to, operate and maintain such utility easements.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any owner or common properties caused by such utility installation shall be repaired and said grounds returned to a reasonable reconstruction of their prior condition by Declarant or prompt and reasonable remuneration for such repair shall be made to such owner or association of owners by Declarant. Declarant further reserves to itself, its successors and assigns, the right to locate the waterlines, pumping stations, siltation basins or tanks within the common properties, or on any Lot with the permission of the owner thereof.

B. An easement is reserved for grading and re-grading the surface of any Property shown on the Subdivision Plan unless restricted by the Town or DEP, to include the surface of any Lot so as to facilitate proper drainage and stormwater management.

C. An easement is reserved with respect to areas within platted streets and roadways. Declarant, its successors, assigns, employees and licensees, shall have the unobstructed use at all times of all streets and roadways until such time as the streets and roadways are accepted for public use by the Town.

D. The right to construct and maintain on the common properties, paths and trails for recreational use by owners or Declarant, provided such paths and trails shall be constructed so as not to adversely affect the scenic character of the common properties.

E. The right to connect with and use utility lines, wires, pipes and conduits located on the properties of construction and sales purposes, provided that Declarant shall be responsible for the cost of service so used.

F. The right to use common properties for ingress and egress and for the storage of construction materials and equipment used in the construction of dwellings or other improvements on the properties.

G. The right to operate a sales office and have prospective purchasers and others visit the office and use the common properties for ingress, egress and parking.

H. The right to install and maintain signs and lighting for sales and promotional purposes.

I. No Affirmative Obligation Unless Stated: ANY RESERVATION OR RIGHT OF DECLARATION WHICH IS STATED IN OR IMPLIED FROM THESE COVENANTS SHALL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED ON THESE COVENANTS.

Section 7.6. Eminent Domain: If a Lot is acquired by eminent domain or part of a Lot is acquired by eminent domain leaving the owner with a remnant that may not practically or lawfully be used for any purpose permitted by the Declaration, the award must include compensation to the owner for that Lot and its membership interest in the Association. Upon acquisition, unless the decree otherwise provides, that Lot's membership interests in the Association are automatically reallocated to the remaining Lots in proportion to the respective interests of those Lots before the taking. Any remnant of a Lot remaining after a part of a Lot is taken under this subsection is thereafter part of the common properties.

If part of the properties is acquired by eminent domain, the portion of the award attributed to the common properties taken must be paid to the Association. Any portion of the award attributable to the acquisition of common properties whose use is restricted to certain Lots must be equally divided among the owners of the Lots to which that portion of the common properties was restricted at the time of acquisition. The court decree must be recorded in the Registry of Deeds.

Section 7.7. Lots Subject to Right of Entry: Each Lot is subject to the right of the Association or its agents to enter thereon at all reasonable times and, in the case of an emergency, without notice, for the purpose of performing maintenance or repairs or for carrying out any of the rights or duties of the Association.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 8.1. Assessments by Declarant and the Association:

A. *Creation of the Lien and Personal Obligation of Assessments*: Each owner of a Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors and assigns, to pay Declarant, prior to the conveyance of the common properties to the Association, or the Association, following such conveyance, assessments and charges as provided herein. Any such assessments and charges shall be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the Lot or dwelling with respect to which such assessments and charges are made and shall be a lien against such Lot or dwelling. Each such assessment and charge, together with the interest thereon and costs of collection thereof, shall also be the personal obligation of the member who is the owner of such assessed Lot at the time the assessment fell due.

B. *Purpose of the Assessment*: The assessments may be levied against the Lots for the purposes of (a) improvement and maintenance of the buffer areas and Open Space shown on the

Subdivision Plan, and common properties; (b) providing services and facilities devoted to such purposes and related to their use and enjoyment ; (c) payment of taxes, if any, upon the common properties assessed to the Declarant or the Association and repair, replacement and additions thereto; (d) repair and maintenance of the streets and roadways shown on the Plan until such time as the streets and roadways are accepted for ownership by the Town; (e) for the repair and maintenance of common drainage facilities and (f) for the cost of labor, equipment, materials management and supervision thereof provided, however, that nothing in this Subsection B shall impose on the Declarant or the Association a duty to perform any services or supply any materials not required elsewhere herein.

C. Computation of Operating Budget and Assessment: It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. In determining assessments, the Board may take into account the benefit to specific Lots or classifications of Lots of particular expenditures. The Board shall cause the budget and the assessments to be levied against each Lot for the following year, to be delivered to each member at least twenty-one (21) days prior to the meeting. The budget and assessments shall be deemed ratified and approved unless disapproved at the annual meeting by a vote of sixty percent (60%) of the total Association membership. In the event the budget is disapproved, the budget last approved by the members shall be continued until such time as the members approve a subsequent budget proposed by the Board.

The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements and capital reserve accounts approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the members as follows:

Each Lot shall be assessed, and the owner or owners thereof shall pay, a portion of said requirements, the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Lots on the properties subject to this Declaration. The Declarant's obligation for such assessments on unsold Lots subject to this Declaration will be limited to the difference between the actual operating costs of the Association, including reserves, and the assessments levied on owners other than Declarant. In no event, however, will the Declarant be required to make a deficiency contribution in an amount greater than it would otherwise be liable for if it were paying assessments on unsold Lots. The sum due the Association from each individual owner shall constitute an assessment of the Board of Directors and unpaid assessments shall constitute liens on the individual Lots, subject to foreclosure as hereinafter provided.

D. Due Dates Duties of the Board of Directors: All assessments shall be payable monthly in advance on the first day of each month as ordered by the Board. The Board shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member. Upon the written request of a member or his mortgagee, the Board shall promptly furnish such member or his mortgagee with a written statement of the unpaid charges due from such member.

E. *Revised and Emergency Assessments*: If at any time prior to or during the course of any fiscal year the Board shall deem the amount of the assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the members to ratify such budget in the same manner as for an annual budget. After ratification, monthly assessments shall be determined and paid on the basis of such revisions.

The Board may, upon finding that an emergency exists which requires immediate assessment of the members, make an emergency assessment not to exceed an amount equal to the then current monthly assessment for each Lot, which shall be due and payable when communicated to the members.

F. *Notice of Meetings*: Written notice of any meeting called for the purpose of taking any action authorized under this Article 8 shall be sent to all members not less than twenty-one (21) days in advance of the meeting. Upon written request of any institutional holder of a first mortgage, that holder shall be entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

Section 8.2. Effect of Non-Payment of Assessment of Other Charges; the Personal Obligation of the Owner; Lien: Remedies: If any assessment or any other charges payable pursuant to this Declaration are not paid on the date when due as provided herein, then such assessments and charges shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the Lot against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the Lot by the taxing subdivision of any governmental authority, including but not limited to, Town taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering the Lot. The personal obligation of the then-owner to pay such assessment or personal charges shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessment or charges are not paid within thirty (30) days after the delinquent date, the assessments or charges shall bear interest from the date of delinquency at the rate of 18% per annum and Declarant or the Association, whichever is applicable, may bring an action at law against the person personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment or charges the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment or charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

ARTICLE IX STATE AND TOWN LAND USE RESTRICTIONS

Section 9.1 Stormwater Management: The terms and conditions of the Maine Department of Environmental Protection's ("DEP") Stormwater Management approval # _____

dated _____, 2022 recorded or to be recorded in the Cumberland County Registry of Deeds is incorporated herein by reference. Without limiting the foregoing, the standards attached hereto as **Exhibit B** are incorporated herein by reference (the “Stormwater Management Obligations”), which shall be implemented and carried out by the Declarant until the Association is formed and thereafter by the Association. Additionally, the Town of Raymond shall have the right, but not the obligation, to carry out the Stormwater Management Obligations in all respects.

Section 9.2 Open Space: The Open Space land shown on the Subdivision Plan shall be left in its natural, vegetated state and shall not be disturbed, except for (i) the installation, maintenance, repair and replacement of the storm water and drainage system, ponds, pipes, culverts, outlets, inlets, access roads, pedestrian, snowmobile, all-terrain vehicle trails, and related improvements and Structures by the Declarant and the Association in accordance with plans now or hereafter approved by the Town if required, (ii) the Stormwater Management Obligations, (iii) forest management practices (harvesting) after first obtaining any required Town approval and provided that in any event the Stormwater Management Obligations, as applicable to the Property, shall remain in effect, and (iv) the installation and maintenance of trails that may be used by the Association and the Owners for passive recreation.

Section 9.3 Drainage Areas: Any Drainage Easement areas show on the Subdivision Plan or the grading plans approved by the Town are subject to an easement for the collection, diversion and flow of storm and surface waters by the Association, other Lot Owners, the Town and the Association and the installation, maintenance and repair of ditches, swales and culverts subject to the terms and conditions now or hereafter established by Town and the DEP.

Section 9.4 Wetlands: The wetland areas located on the Open Space and Lots as shown on the Subdivision Plan and as otherwise shown on the Plan shall be subject to an easement in favor of the Association, the Town and the DEP for the purpose of construction and maintaining existing drainage patterns and no soils located therein shall be disturbed except for the removal of dead and dying trees and brush and other activities first approved by the Town and the DEP and the installation of wetland boundary signs and fencing or equivalent permanent markers as may be required by the Town or the DEP.

Section 9.5 Fire Lanes: The designated Fire Lanes provide for emergency vehicle access in accordance with Town of Raymond adopted fire codes. Parking of vehicles and equipment within the designated Fire Lanes is strictly prohibited. Vehicles and equipment parked in designated Fire Lanes are subject to immediate towing, at the owner's expense. Fire Lane signs shall be maintained by the Association in the locations approved by the Fire Department. Fire Lane signs shall be of a design approved by the Fire Department, shall be 18-inches high and 12-inches wide, reflective with red lettering not less than 1-inch in height, clearly visible from a vehicle, and not obstructed by foliage. The Board of Directors may take all actions necessary to enforce all parking and vehicle use regulations for the association, including removal of vehicles in violation of these rules. The Board of Directors will establish written authorizations to tow companies for the purpose of towing any vehicle parked in a manner which interferes with emergency vehicle access.

ARTICLE X AMENDMENT

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Declarant under Section 3.2 and 3.4, and subject to the other provisions of this Declaration and the Bylaws, this Declaration may be amended as follows:

(a) Before Any Conveyance: Prior to the conveyance of any Lot by the Declarant to a Lot owner other than as security for an obligation, the Declarant shall have the right to amend and reamend this Declaration in any manner that the Declarant may deem appropriate.

(b) After First Conveyance: After the first conveyance of a Lot by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(i) Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered.

(ii) Resolution: An amendment may be proposed by either the Board of Directors or by owners holding in the aggregate no less than twenty (20%) percent of the votes in the Association. No resolution of the Board of Directors adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the Bylaws by the affirmative vote of at least sixty-seven percent (67%) in voting interest of the owners and then executed and recorded as provided herein.

(iii) Agreement: In the alternative, an amendment may be made by an agreement signed by the record owners of the Lots to which at least sixty- seven percent (67%) of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(iv) Certain Amendments: Notwithstanding the foregoing provisions of this Article 12, except as otherwise provided in the Declaration, no amendment may increase the number of Lots or change the boundaries of any Lot, or the uses to which any Lot is restricted without the consent of the owners of Lots having at least sixty-seven percent (67%) of the votes in the Association and, in the case of changes in the boundaries or permitted uses of a Lot, the consent of the owners of the Lots affected. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant or its successors or assigns shall join in the execution of such amendment.

(v) Execution and Recording: A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted and all required notices were duly served, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors designated

for the purpose of the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Cumberland County Registry of Deeds.

(vi) Notice and Challenge: No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article 11 may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article 11 has been recorded, notice thereof shall be sent to all owners at the address last furnished to the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

ARTICLE XI GENERAL PROVISIONS

Section 12.1. Duration: The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant, the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years unless an instrument signed by the then owners of eighty percent (80%) of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective as of the date of such agreement, unless written notice of the proposed agreement was sent to every owner at least ninety (90) days in advance of any action taken.

Section 12.2. Notices: Any notice sent or required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person as shown on the records of Declarant or the Association, whichever is applicable. Owners must notify Declarant or Association, whichever is applicable, in writing, of any change of ownership of the properties, of any change to the owner's current address, and any failure of the owner to receive any information from Declarant or the Association at the correct address of the owner.

Section 12.3. 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 restriction brought by Declarant, any Lot owner or the Association. Such action may include, but is not limited to, an action to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Such action may seek any remedy available at law or in equity including specific performance. Failure by Declarant, the Association or any owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

Section 12.4. Modification: By recorded supplemental declaration, Declarant may modify any of this Declaration or any supplemental declaration for the purpose of clarifying any such

provisions, provided no such modification shall change the substantive provisions of any such document or materially alter the rights of any owner established by any such document.

Section 12.5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court in no way shall affect any other provisions, which shall remain in full force and effect.

Section 12.6. Arbitration: All claims, disputes and other matters in question between Declarant on the one hand, and the Association or any owners, on the other, arising out of or relating to this Declaration of the breach thereof, except for claims which specific provision is made herein for enforcement by court proceedings, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Section 12.7. Construction: Whenever the singular number is used, the same shall include the plural shall include the singular and the masculine, feminine and neuter genders shall include each other, as the context may require.

Section 12.8. Beneficiaries of Easements, Rights and Privileges: The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, Declarant, the Association and the Owners; and any owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject in the case of the common properties to any rules and regulations as may be promulgated by the Board, but the same is not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 12.9. Declarant's Rights: Declarant may at any time or from time to time delegate some or all of its rights under this Declaration to a successor Declarant or to the Association by a written instrument recorded in the Cumberland County Registry of Deeds. If Declarant ceases to exist, or for any reason becomes legally unable to exercise its rights and duties hereunder, such rights and duties may be exercised by the Association.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first set forth above.

Brandon Chase

STATE OF MAINE
CUMBERLAND, SS

_____, 2022

Personally appeared the above-named Brandon Chase and acknowledged the foregoing instrument to be his free act and deed.

Notary Public/Attorney at Law

Printed Name: _____

EXHIBIT A

**MINUTES OF FIRST MEETING
OF
RAYMOND CAPE ROAD SUBDIVISION ASSOCIATION**

Held: _____, 2022

The first meeting was held on the above date at 10:00 A.M. at the offices of the Clerk, Zachary I. Greenfield, at 8 Fundy Road in Falmouth, Maine.

Present were the following:

Brandon Chase

Zachary I. Greenfield

1. The meeting was called to order and Brandon Chase, _____, and _____ were elected to the Board of Directors.

2. VOTED: That the following persons were elected by the Board of Directors to the offices set forth opposite their respective names, to hold office and execute the powers and responsibilities of the corporation:

OFFICE:	PRESIDENT:	Brandon Chase
	TREASURER:	_____
	CLERK:	Zachary I. Greenfield

3. The President stated that the first purpose of the meeting was to take all steps necessary to complete the organization of the corporation and to enable the corporation to commence business. The President proposed the adoption of resolutions to effectuate these purposes. After a full and complete discussion, the following were adopted:

4. VOTED: That the Association open a banking account or accounts and that the President, Brandon Chase, be and hereby is authorized to maintain a corporate depository account with a bank of his choosing and to sign checks on the corporation's account, and to sign, endorse, accept, make, execute and deliver, checks, notes, drafts, acceptances or bills of exchange for deposit, discount, re-discount, or any other purpose and to do all lawful acts requisite for effect in these premises.

5. VOTED: The Board of Directors was requested by the corporation to obtain liability insurance for the road and the common open space and to create a budget for the calendar year 2022.

There being no further business presented, the meeting was adjourned.

Dated

By Zachary I. Greenfield
Its Clerk