

# Final Major Site & Subdivision Applications

To the Town of Windham

## Shepherd Lane Subdivision

421 Falmouth Road  
Windham, Maine

Applicant:  
Robie Holdings LLC  
PO Box 1508  
Windham, ME 04062

Prepared By:  
DM Roma Consulting Engineers  
PO Box 1116  
Windham, ME 04062

**DM ROMA**  
CONSULTING ENGINEERS

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SHEPHERD LANE SUBDIVISION

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## **SECTION 1**

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APPLICATION FORMS & SUBMISSION CHECKLISTS



**Town of Windham**  
**Planning Department:**  
 8 School Road  
 Windham, Maine 04062  
 Tel: (207) 894-5960 ext. 2  
 Fax: (207) 892-1916 -  
[www.windhammaine.us](http://www.windhammaine.us)

## MAJOR SUBDIVISION – FINAL PLAN - REVIEW APPLICATION

<b>FEES FOR MAJOR SUBDIVISION FINAL PLAN REVIEW</b>		APPLICATION FEE: AMENDED APPLICATION FEE:	<input checked="" type="checkbox"/> \$350.00 <input type="checkbox"/> \$350.00	AMOUNT PAID: \$ _____					
<input type="checkbox"/> Amended Major Subdivision Each Lot / Revision		REVIEW ESCROW: AMENDED REVIEW ESCROW:	<input checked="" type="checkbox"/> \$250.00 <input type="checkbox"/> \$250.00	DATE: _____					
				Office Use:	Office Stamp:				
<b>PROPERTY DESCRIPTION</b>	Parcel ID	Map(s) #	19	Lot(s) #	104	Zoning District(s)	VR&F	Total Land Area SF:	991,297 SF
	# Lots/dwelling units:	13	Total Distr. >1Ac.	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				Est. Road Length(ft):	480 FT
	Physical Address:	421 FALMOUTH RD				Watershed:	PLEASANT RIVER		
<b>PROPERTY OWNER'S INFORMATION</b>	Name:					Name of Business:	ROBIE HOLDINGS, LLC		
	Phone:	(207) 892 - 0650				Mailing Address:	PO BOX 1508		
	Fax or Cell:						WINDHAM, ME 04062		
	Email:	JARODROBIE@HOTMAIL.COM							
<b>APPLICANT'S INFORMATION (IF DIFFERENT FROM OWNER)</b>	Name:	SAME AS OWNER				Name of Business:			
	Phone:					Mailing Address:			
	Fax or Cell:								
	Email:								
<b>APPLICANT'S AGENT INFORMATION</b>	Name:	DUSTIN ROMA				Name of Business:	DM ROMA CONSULTING ENGINEERS		
	Phone:	(207) 591 - 5055				Mailing Address:	PO BOX 1116		
	Fax or Cell:	(207) 310 - 0506					WINDHAM, ME 04062		
	Email:	DUSTIN@DMROMA.COM							
<b>PROJECT INFORMATION</b>	Existing Land Use ( <i>Use extra paper, if necessary</i> ):  SINGLE FAMILY RESIDENTIAL								
	Provide a narrative description of the Proposed Project ( <i>Use extra paper, if necessary</i> ):  DEMOLISH THE EXISTING HOME AND CONSTRUCT 13 UNITS OF SINGLE-FAMILY DETACHED CONDOMINIUM DWELLINGS ON A PRIVATE DRIVEWAY.								
	Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.):  THE SITE CONTAINS A STREAM AND WETLANDS.								

# MAJOR SUBDIVISION - FINAL PLAN - REVIEW APPLICATION REQUIREMENTS

## Section 910 of the Land Use Ordinance

The submission shall contain, five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission unless a waiver of a submission requirement is granted.

### The Major Plan document/map:

- A) Plan size: 24" X 36"
- B) Plan Scale: No greater 1":100'
- C) Title block: Applicant's name and address
  - Name of the preparer of plans with professional information
  - Parcel's tax map identification (map and lot) and street address, if available

- Complete application submission deadline: three (3) weeks prior to the desired Staff Review Committee meeting.
  - Five copies of the application and plans
  - Application Payment and Review Escrow
- A pre-submission meeting with the Town staff is required.
- Contact information:
 

Windham Planning Department (207) 894-5960, ext. 2  
 Steve Puleo, Town Planner [sipuleo@windhammaine.us](mailto:sipuleo@windhammaine.us)  
 Amanda Lessard, Planning Director [allessard@windhammaine.us](mailto:allessard@windhammaine.us)

## APPLICANT/PLANNER'S CHECKLIST FOR MAJOR SUBDIVISION REVIEW

**SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.**

**IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.**

*The following checklist includes items generally required for development by the Town of Windham's LAND USE ORDINANCE, Sections 907.B., 910.C., & 911. Due to projects specifics, are required to provide a complete and accurate set of plans, reports, and supporting documentation (as listed in the checklist below).*

Final Plan - Major Subdivision - Submission Requirements:	Applicant	Staff	B. Mandatory Plan Information	Applicant	Staff
A. Written information – submitted in a bound report.					
1. A fully executed application form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. All information presented on the Preliminary Plan, and any amendments suggested or required by the Board.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Evidence that the escrow account balance is greater than 25% of the initial Preliminary Plan deposit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Map and lot numbers for all lots as assigned by the Town of Windham Assessing Department.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. If public open space is to be provided, written offers of cession to the Town of Windham shall be provided.	<input type="checkbox"/>	<input type="checkbox"/>	3. Seal of the Maine Licensed Professional who prepared the plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. If the subdivider reserves title to spaces within the subdivision, provide copies of agreements or other documents.	<input type="checkbox"/>	<input type="checkbox"/>	4. All public open spaces for which offers of cession are made by the subdivider and those spaces to which title is reserved by the subdivider.	<input type="checkbox"/>	<input type="checkbox"/>
5. Copies of any outside agency approvals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Location of all permanent monuments.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Statement from the Maine Inland Fisheries & Wildlife that no significant wildlife habitat exists on the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PDF\Electronic Submission.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Digital transfer of subdivision plan data (GIS format).	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

The undersigned hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.

*Dustin Roma*

6-17-2025

APPLICANT OR AGENT'S SIGNATURE

DATE

DUSTIN ROMA - AUTHORIZED AGENT

PLEASE TYPE OR PRINT THE NAME



## MAJOR SITE PLAN REVIEW APPLICATION

<b>FEES FOR MAJOR SITE PLAN REVIEW</b>		<b>APPLICATION FEE:</b> (No Bldg.) (W/Bldg.: \$25/1,000 SF up to 5,000 SF)		<input checked="" type="checkbox"/> \$1,3000.00	<input type="checkbox"/> \$_____	<b>TOTAL AMOUNT PAID:</b> \$_____				
		<b>REVIEW ESCROW:</b> (GFA) 2,000 SF - 5,000 SF = \$2,000 5,000 SF - 15,000 SF = \$3,000 15,000 SF - 35,000 SF = \$4,000 Over 35,000 SF = \$5,000 No Building = \$2,000		<input type="checkbox"/> \$_____	<input type="checkbox"/> \$_____	<input type="checkbox"/> \$_____	<input type="checkbox"/> \$_____	<input type="checkbox"/> \$_____	<input type="checkbox"/> \$_____	<input checked="" type="checkbox"/> \$_____
<input type="checkbox"/> Amended Site Plan – (Each Revision)		AMENDED APPLICATION FEE: AMENDED REVIEW ESCROW:		<input type="checkbox"/> \$350.00	<input type="checkbox"/> \$250.00	DATE: _____				
<b>PROPERTY DESCRIPTION</b>		Parcel Information:	Map(s):	19	Lot(s):	104	Zoning District(s):	VR & F	Size of the Parcel in SF:	
		Total Disturbance. >1Ac	<input checked="" type="checkbox"/> X	<input type="checkbox"/> Y	<input type="checkbox"/> N	Estimated Building SF:	MULTI-FAMILY	IF NO BUILDING; Estimated SF of Total Development:	113,000 SF	
		Physical Address:	421 FALMOUTH ROAD					Watershed:	PLEASANT RIVER	
<b>PROPERTY OWNER'S INFORMATION</b>		Name:					Name of the Business:	ROBIE HOLDINGS, LLC		
		Phone:	(207) 892 - 0650				Mailing Address:	PO BOX 1508 WINDHAM, ME 04062		
		Fax or Cell:								
		Email:	JARODROBIE@HOTMAIL.COM							
<b>APPLICANT'S INFORMATION (IF DIFFERENT FROM OWNER)</b>		Name:	SAME AS OWNER				Name of Business:			
		Phone					Mailing Address:			
		Fax or Cell								
		Email:								
<b>APPLICANT'S AGENT INFORMATION</b>		Name:	DUSTIN ROMA				Name of Business:	DM ROMA CONSULTING ENGINEERS		
		Phone:	(207) 591 - 5055				Mailing Address:	PO BOX 1116 WINDHAM, ME 04062		
		Fax or Cell:	(207) 310 - 0506							
		Email:	DUSTIN@DMROMA.COM							
<b>PROJECT INFORMATION</b>	Existing Land Use ( <i>Use extra paper, if necessary</i> ):  SINGLE FAMILY RESIDENTIAL									
	Provide a narrative description of the Proposed Project ( <i>Use extra paper, if necessary</i> ):  DEMOLISH THE EXISTING HOME AND CONSTRUCT 13 UNITS OF SINGLE-FAMILY DETACHED CONDOMINIUM DWELLINGS ON A PRIVATE DRIVEWAY.									
	Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.):  THE SITE CONTAINS A STREAM AND WETLANDS.									



## MAJOR SITE PLAN REVIEW APPLICATION REQUIREMENTS

### Section 120-811 of the Land Use Ordinance

The submission shall contain five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission, unless waiver of a submission requirement is granted, and one (1) complete plan set.

#### The Major Plan document/map:

- A) Plan size: 24" X 36"
- B) Plan Scale: No greater 1":100'
- C) Title block: Applicant's name, project name, and address

- Name of the preparer of plans with professional information
- Parcel's tax map identification (map and lot) and street address, if available

- Complete application submission deadline: three (3) weeks (21-days) before the desired Planning Board meeting.
  - Five copies of the application and plans
  - Application Payment and Review Escrow
- A pre-submission meeting with the Town staff is required.
- Contact information:
 

Windham Planning Department (207) 894-5960, ext. 2  
Steve Puleo, Town Planner [sipuleo@windhammaine.us](mailto:sipuleo@windhammaine.us)  
Amanda Lessard, Planning Director [allessard@windhammaine.us](mailto:allessard@windhammaine.us)

## APPLICANT/PLANNER'S CHECKLIST FOR MAJOR SITE PLAN REVIEW

#### SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

*The following checklist includes items generally required for development by the Town of Windham's LAND USE ORDINANCE, Sections 120-811, 120-812, 120-813 & 120-814. Due to projects specifics, the applicant is required to provide a complete and accurate set of plans, reports, and supporting documentation (as listed in the checklist below).*

#### IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.

Column #1.			Column #2.		
1. Final Plan -Major Site Plan: Submission Requirements	Applicant	Staff	Plan Requirements – Existing Conditions (Continued):	Applicant	Staff
A. Completed Major Site Plan Application form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	vii. Zoning classification(s), including overlay and/or subdistricts, of the property and the location of zoning district boundaries if the property is located in 2 or more districts or abuts a different district	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Evidence of Payment of application & escrow fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	viii. Bearings and lengths of all property lines of the property to be developed, and the stamp of the surveyor that performed the survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Written information – submitted in a <b>bounded and tabbed</b> report			ix. Existing topography of the site at 2-foot contour intervals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. A narrative describing the proposed use or activity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	x. Location and size of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property and on abutting streets or land that may serve the development.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Name, address, & phone number of record owner, and applicant if different (see Agent Autorotation form).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xi. Location, names, and present widths of existing public and/or private streets and rights-of-way within or adjacent to the proposed development.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Names and addresses of all abutting property owners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xii. Location, dimensions, and ground floor elevation of all existing buildings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Documentation demonstrating right, title, or interest in the property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xiii. Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Copies of existing proposed covenants or deed restrictions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xiv. Location of intersecting roads or driveways within 200 feet of the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Copies of existing or proposed easements on the property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xv. Location of the following		
7. Name, registration number, and seal of the licensed professional who prepared the plan, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Open drainage courses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Evidence of applicant's technical capability to carry out the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Wetlands	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Assessment of the adequacy of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. Stone walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			d. Graveyards	<input type="checkbox"/>	<input type="checkbox"/>



Continued from Column #1. (Page 2)			Continued from Column #2. (Page 2)		
10. Estimated demands for water and sewage disposal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			f. Stands of trees or treeline, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			g. Other important or unique natural areas and site features, including but not limited to, floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Provisions for handling all solid wastes, including hazardous and special wastes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xvi. Direction of existing surface water drainage across the site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Detail sheets of proposed light fixtures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xvii. Location, front view, dimensions, & lighting of existing signs.	<input type="checkbox"/>	<input type="checkbox"/>
13. Listing of proposed trees or shrubs to be used for landscaping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xviii. Location & dimensions of existing easements that encumber or benefit the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Estimate weekday AM and PM and Saturday peak hours and daily traffic to be generated by the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	xix. Location of the nearest fire hydrant, dry hydrant, or other water supply.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Description of important or unique natural areas and site features, including floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	E. Plan Requirements - Proposed Development Activity		
16. If the project requires a stormwater permit from MaineDEP or if the Planning Board or if the Staff Review Committee determines that such information is required, submit the following.			i. Location and dimensions of all provisions for water supply and wastewater disposal, and evidence of their adequacy for the proposed use, including soils test pit data if on-site sewage disposal is proposed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. stormwater calculations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ii. Grading plan showing the proposed topography of the site at 2-foot contour intervals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. erosion and sedimentation control measures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	iii. The direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. water quality and/or phosphorous export management provisions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	iv. Location and proposed screening of any on-site collection or storage facilities	<input type="checkbox"/>	<input type="checkbox"/>
17. If public water or sewerage will be utilized, provide a statement from the utility district regarding the adequacy of water supply in terms of quantity and pressure for both domestic and fire flows, and the capacity of the sewer system to accommodate additional wastewater.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	v. Location, dimensions, and materials to be used in the construction of proposed driveways, parking, and loading areas, and walkways, and any changes in traffic flow onto or off-site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Financial Capacity			vi. Proposed landscaping and buffering	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Estimated costs of development and itemize estimated major expenses.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	vii. Location, dimensions, and ground floor elevation of all buildings or expansions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Financing (submit one of the following)			viii. Location, front view, materials, and dimensions of proposed signs together with a method for securing sign	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Letter of commitment to fund	<input type="checkbox"/>	<input type="checkbox"/>	ix. Location and type of exterior lighting. Photometric plan to demonstrate the coverage area of all lighting may be required by the Planning Board.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Self-financing	<input type="checkbox"/>	<input type="checkbox"/>	x. Location of all utilities, including fire protection systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. Annual corporate report	<input type="checkbox"/>	<input type="checkbox"/>	xi. Approval block: Provide space on the plan drawing for the following words, "Approved: Town of Windham Planning Board" along with space for signatures and date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Bank Statement	<input type="checkbox"/>	<input type="checkbox"/>	2. Major Final Site Plan Requirements as Exhibits to the Application		
c. Other			a. Narrative and/or plan describing how the proposed development plan relates to the sketch plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. Cash equity commitment of 20% of the total cost of development	<input type="checkbox"/>	<input type="checkbox"/>	b. Stormwater drainage and erosion control program shows:		
2. Financial plan for remaining financing.	<input type="checkbox"/>	<input type="checkbox"/>	1. The existing and proposed method of handling stormwater runoff	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Continued from Column #1. (Page 3)			Continued from Column #2. (Page 3)		
3. Letter from institution indicating intent to finance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. The direction of the flow of the runoff, through the use of arrows and a description of the type of flow (e.g., sheet flow, concentrated flow, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. If a registered corporation a Certificate of Good Standing from:			3. Location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Secretary of State, or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Engineering calculations were used to determine drainage requirements based on the 25-year, 24-hour storm frequency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- the statement signed by a corporate officer	<input type="checkbox"/>	<input type="checkbox"/>	5. Methods of minimizing erosion and controlling sedimentation during and after construction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Technical Capacity (address both).			c. A groundwater impact analysis prepared by a groundwater hydrologist for projects involving on-site water supply or sewage disposal facilities with a capacity of 2,000 gallons or more per day	<input type="checkbox"/>	<input type="checkbox"/> <b>WAIVER</b>
i. Prior experience relating to developments in the Town.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. Name, registration number, and seal of the Maine Licensed Professional Architect, Engineer, Surveyor, Landscape Architect, and/or similar professional who prepared the plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Personnel resumes or documents showing experience and qualification of development designers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. A utility plan showing, in addition to provisions for water supply and wastewater disposal, the location and nature of electrical, telephone, cable TV, and any other utility services to be installed on the site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>D. Plan Requirements – Existing Conditions</b>			f. A planting schedule keyed to the site plan indicating the general varieties and sizes of trees, shrubs, and other vegetation to be planted on the site, as well as information of provisions that will be made to retain and protect existing trees, shrubs, and other vegetation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Location Map adequate to locate project within the municipality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. Digital transfer of any site plan data to the town (GIS format)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Vicinity Plan. Drawn to a scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
a. Approximate location of all property lines and acreage of the parcel(s).	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
b. Locations, widths, and names of existing, filed, or proposed streets, easements, or building footprints.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
c. Location and designations of any public spaces.	<input type="checkbox"/>	<input type="checkbox"/>			
d. Outline of the proposed site plan, together with its street system and an indication of the future probable street system of the remaining portion of the tract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
iii. North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
iv. Location of all required building setbacks, yards, and buffers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
v. Boundaries of all contiguous property under the total or partial control of the owner or applicant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
vi. Tax map and lot number of the parcel(s) on which the project is located	<input checked="" type="checkbox"/>	<input type="checkbox"/>	h. A traffic impact study if the project expansion will generate 50 or more trips during the AM or PM peak hour, or if required by the Planning Board)	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.

Dustin Roma	6-17-25
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APPLICANT OR AGENT'S SIGNATURE

DATE

DUSTIN ROMA - AUTHORIZED AGENT

PLEASE TYPE OR PRINT NAME

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## **SECTION 2**

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### **RESPONSE TO REVIEW COMMENTS**

## **Section 2 – Response to Review Comments**

The following is a response to the review comments contained in a Staff Review Memo dated May 28, 2025:

### **Planning Department Comments:**

*Comment #1 – All subdivision boundary corners shall be marked. There are several property corners on the subdivision plan that do not show existing or proposed iron pins.*

Response #1 – Proposed pins have been added to the Subdivision Plan at property corners where no existing pins were recovered during the survey.

*Comment #2 – The project proposes development within the 75' stream setback. For final plan review, the applicant must obtain a NRPA PBR from DEP.*

Response #2 – A NRPA PBR Application was submitted to Maine DEP along with a Stormwater PBR Application. The online permit portal indicates that the permits were accepted for processing on June 6, 2025, which is the start date for the 14-day required waiting period, so as of the date of this application for Final Site & Subdivision Approval the permits are approved.

*Comment #3 – The plan does not appear to provide a trail or means to access the backland. The applicant should show how pedestrian access to the undeveloped portion will occur. Additional developed area on the backland may also be required to comply with the multifamily recreation and open space requirements noted in Comment 14 below.*

Response #3 – A walking trail has been added to the plans extending from the end of Shepherd Lane to the existing snowmobile bridge on the back land. The walking trail will consist of a wood chip surface in areas where site disturbance is proposed to occur, and will be a natural ground surface meandering through the trees beyond the limits of development. In the natural woodland areas, the top layer of duff will be removed to provide a hard stable surface for walking. Any vegetation that will be removed within the trail area will be cut at ground level so that ground disturbance is not required.

*Comment #4 – The common land shall be shown on the final plan with appropriate notations on the plan to indicate it shall not be used for future building lots.*

Response #4 – A note was added to the Subdivision Plan indicating that approximately 18 acres is undeveloped common land that cannot be further developed without approval from the Planning Board.

Comment #5 – *What is the total amount of proposed wetland impacts? The grading and utility plan appears to identify areas of wetland impacts. These areas should be more clearly labeled on this sheet and the total amount of wetland impacts should be included as a note on the subdivision plan.*

Response #5 – We have added the wetland impact hatching areas to the Subdivision Plan and added Note 11 to the Subdivision Plan indicating the amount of forested wetlands impacted by the project is 2,702 sf.

Comment #6 – *For final plan review, provide an estimate of the number of new peak hour trips expected to pass through the Rote 302/Anglers Road/Whites Bridge Road intersection in order to determine the amount of the North Route 302 Road Improvements Impact Fee.*

Response #6 – The property is located within “Collection Area 3” as shown on the Appendix J Collection Area Map. The project includes the demolition of 1 single-family home and the construction of 13 single family homes, for a net increase of 12 dwelling units. The table contained in Section 120-1204 (L) indicates that dwelling units in Fee Collection Area 3 are assessed a fee of \$38.65 per dwelling unit, so the total impact fee to be collected for 12 new units is \$463.80.

Comment #7 – *The subdivision plan shall, by notes on the final plan and/or deed restrictions, not allow the clearing of trees in areas where tree cover is depicted on the plan for a period of at least five years from the date of Planning Board approval.*

Response #7 – Note 12 was added to the Subdivision Plan prohibiting the clearing of any trees beyond the depicted tree clearing limits for a period of 5 years following plan approval.

Comment #8 – *The following words shall appear on the recorded plan: “All roads in the subdivision shall remain private roads to be maintained by the developer, low owners or road association, and shall not be offered for acceptance, or maintained, by the Town of Windham until they meet all municipal street design and construction standards.”*

Response #8 – Note 13 was added to the Subdivision Plan with the above language.

Comment #9 – *Sheet D-2 Typical Roadway Section without curbing shows a 1' gravel shoulder. To comply with the Major Private Road Standard in Appendix B, this detail should show a 2' gravel shoulder. Are there any sections of the proposed access drive without curbing?*

Response #9 – The detail was revised to show a 2-foot gravel shoulder. We are not proposing curbing for any portion of the private access drive.

Comment #10 – *Provide a road profile for Shepherd Lane.*

Response #10 – A Roadway Plan and Profile drawing has been added to the plan set as Sheet 6 of 8.

Comment #11 *Sight distances at the proposed entrance of Shepherd Lane at Falmouth Road that comply with Table 1 in Appendix B must be shown on the plan.*

Response #11 – Vehicle sight distance in excess of 600 feet in both directions was observed at the proposed driveway entrance, and a note has been added to the Subdivision Plan.

Comment #12 – *Show curb cuts on opposite side of Falmouth Road on the plan.*

Response #12 – The existing curb cuts on Falmouth Road in the vicinity of the subject parcel have been added to the plans.

Comment #13 – *This portion of Falmouth Road is a state road outside of the urban compact. For final plan review, provide an entrance permit and a road opening permit from Maine DOT.*

Response #13 – The MDOT has indicated they will be issuing a driveway entrance permit and we will provide a copy of the permit approval once received.

Comment #14 – *Multifamily Development Standards. For final plan review: A) At least two different building designs shall be provided. B) Buildings adjacent to Falmouth Road shall have entrances oriented to face the existing street. C) Does the existing vegetation within the proposed treeline provide a sufficient buffer or screening to the existing residential abutter at 413 Falmouth Road? D) The site plan shall designate, within the common open space, the required amount of contiguous area (400 square feet for 13 units) and the proposed constructed amenities for passive use or active areas. E) Curb cuts on access drives must be separated by a minimum of 75 feet where possible.*

Response #14 – A narrative indicating how the project has been designed to meet the multi-family development standards is in Section 7 of this application.

#### Town Engineer

Comment #1 – *In their Stormwater Report they say that they need to meet a 90% number for treating water quality for impervious area, but the requirement in the DEP Ch. 500 General Standards, which apply to this development, is 95%. If the applicant can treat only 90%, then they need to base their design on Ch. 500 4C(2)(a)(ii).*

Response #1 – The project has been designed to meet the required treatment outlined in Chapter 500, Section 4 C (2) (a) (iii) which requires 90% impervious area treatment and 75% developed area treatment for projects that develop less than 60% of the Land Available for Development. After deducting for unsuitable land, the project parcel has

approximately 16.97 acres of land Available for Development, of which 2.59 acres will be developed, which leaves approximately 85% of the parcel undeveloped.

Comment #2 – *Where the disturbed area drains directly to wetlands, the plans should show a double row of perimeter erosion control.*

Response #2 – Leader notes have been added to multiple locations on the Grading and Utility Plan requiring a double row of erosion control mix berm adjacent to wetland areas.

Comment #3 – *If the existing contours are derived from LIDAR, field survey of the stormwater filter basin areas should be completed in order to determine actual ground conditions at these areas.*

Response #3 – While we were on site staking out the location of the proposed leach fields and locating test pits with Topcon Hiper-VR GPS, we investigated the critical areas where stormwater ponds will be constructed and where pipe outfalls for the foundation drains will be installed, and confirmed the topography to be consistent with what is shown for elevation contours on the plans.

Comment #4 – *Add a note to indicate the 5-yr limit on any additional clearing beyond what is shown on the plans.*

Response #4 – Note 12 was added to the Subdivision Plan restricting the cutting of trees for 5 years beyond the limits shown on the plan.

Comment #5 – *Add a streetlight to provide better visibility for the entrance to the road.*

Response #5 – A note was added to the Grading and Utility Plan to install a cobra head street light on the existing utility pole adjacent to the driveway entrance.

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## ***SECTION 3***

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### **OUTSIDE AGENCY PERMITTING**

### **Section 3 – Outside Agency Permitting**

The following Permits-By-Rule have been submitted for the project:

- Natural Resources Protection Act Permit-By-Rule to the Maine Department of Environmental Protection for land disturbance within 75 feet of a regulated natural resource.
- Stormwater Permit-By-Rule to the Maine Department of Environmental Protection for land disturbance exceeding 1 acre.
- Self-Verification Form to the US Army Corps of Engineers for alteration of 2,702 sf of forested wetlands

We have received verbal confirmation that the project received a Driveway Entrance Permit from the Maine Department of Transportation, a copy of which will be provided to the Town upon receipt.

We have received verbal confirmation that the project water service design has been found acceptable by the Portland Water District, and a copy of the approval letter will be provided to the Town upon receipt.



# Maine Department of Transportation

Janet T. Mills  
Governor

## Driveway/Entrance Permit

Bruce A. Van Note  
Commissioner

Permit Number: 40926 - Entrance ID: 1

### OWNER

Name: Robie Holdings LLC  
Address: PO Box 1508  
Windham, ME 04062  
Telephone: (207)892-0650

Date Printed: June 25, 2025

### LOCATION

Route: C448N, Falmouth Road  
Municipality: Windham  
County: Cumberland  
Tax Map: 19 Lot Number: 104  
Culvert Size: 15 inches  
Culvert Type: plastic  
Culvert Length: 50 feet  
Date of Permit: June 25, 2025  
Approved Entrance Width: 24 feet

In accordance with rules promulgated under 23 M.R.S.A., Chapter 13, Subchapter I, Section 704, the Maine Department of Transportation (MaineDOT) approves a permit and grants permission to perform the necessary grading to construct, in accordance with sketch or attached plan, an **Entrance to Condominiums-13 Total Single Family** at a point **2681** feet **South** from **Varney Mill Road**, subject to the Chapter 299 Highway Driveway and Entrance Rules, standard conditions and special conditions (if any) listed below.

### Conditions of Approval:

This Permittee acknowledges and agrees to comply with the Standard Conditions and Approval attached hereto and to any Specific Conditions of Approval shown here.

(G = GPS Location; W = Waiver; S = Special Condition)

**G - THE ENTRANCE SHALL BE LOCATED AT GPS COORDINATES: 43.830881N, -70.400110W.**

**S - In the town of Windham on the northeasterly side of Falmouth Road, the centerline being approximately 2681 feet southeasterly of the centerline of Varney Mill Road and approximately 27 feet southeasterly of utility pole 140.**

**S - The culvert shall be HDPE smoothbore plastic pipe. The property owner must contact MaineDOT at (207) 657-3285 prior to culvert and entrance installation to review procedures and arrange an inspection.**

**S - The property owner will keep the trees, brush, limbs and vegetation trimmed looking in both directions from driveway/entrance so as to maintain proper sight distances. Specifically the trees and vegetation within the MaineDOT right of way 195 feet to the left/southeast of the entrance.**

**S - The entrance shall be constructed as shown on the plan titled "421 Falmouth Road Subdivision" page GU-1 drawn by DM Roma Consulting Engineering dated 5-19-25.**

Approved by: Van Note Date: 6-25-2025

## STANDARD CONDITIONS AND APPROVAL

1. Provide, erect and maintain all necessary barricades, lights, warning signs and other devices as directed by MaineDOT to properly safeguard traffic while the construction is in progress.
2. At no time cause the highway to be closed to traffic
3. Where the driveway is located within a curb, curb and gutter, and/or sidewalk section, completely remove the existing curb, curb and gutter, and/or sidewalk as may be required to create the driveway and restore drainage. All driveways abutting sidewalk sections shall meet the requirements set forth in the Americans with Disabilities Act of 1990, 42 U.S.C. Sec. 12131 et seq.
4. Obtain, have delivered to the site, and install any culverts and/or drainage structures which may be necessary for drainage, the size, type and length as called for in the permit pursuant to 23 M.R.S.A. Sec. 705. All culverts and/or drainage structures shall be new.
5. Start construction of the proposed driveway within twenty-four (24) months of the date of permit issuance and substantially complete construction of the proposed driveway within twelve months of commencement of construction.
6. Comply with all applicable federal, state and municipal regulations and ordinances.
7. Do not alter, without the express written consent of the MaineDOT, any culverts or drainage swales within the MaineDOT right of way.
8. File a copy of the approved driveway permit with the affected municipality or LUPC, as appropriate within 5 business days of receiving the MaineDOT approval.
9. Construct and maintain the driveway side slopes to be no steeper than the adjacent roadway side slopes, but in no case to be steeper than 3 horizontal to 1 vertical, unless the side slope is behind existing roadway guardrail, in which case it shall be no steeper than 2 horizontal to 1 vertical.
10. Notify the MaineDOT of a proposed change of use served by the driveway when increase in traffic flow is expected to occur. This does not exempt the need for obtaining a Traffic Movement Permit (TMP) if trip generation meets or exceeds 100 passenger car equivalents (PCE) during the peak hour of the day.
11. Construct or implement and maintain erosion and sedimentation measures sufficient to protect MaineDOT facilities.
12. Driveways shall be designed such that all maneuvering and parking of any vehicles will take place outside the highway right-of-way and where vehicles will exit the premises without backing onto the highway traveled way or shoulders. All driveways will have a turnaround area to accommodate vehicles using the premises.
13. Closing any portion of a highway or roadway including lanes, shoulders, sidewalks, bike lanes, or ATV access routes is not permitted without MaineDOT approval.

## FURTHER CONDITION OF THE PERMIT

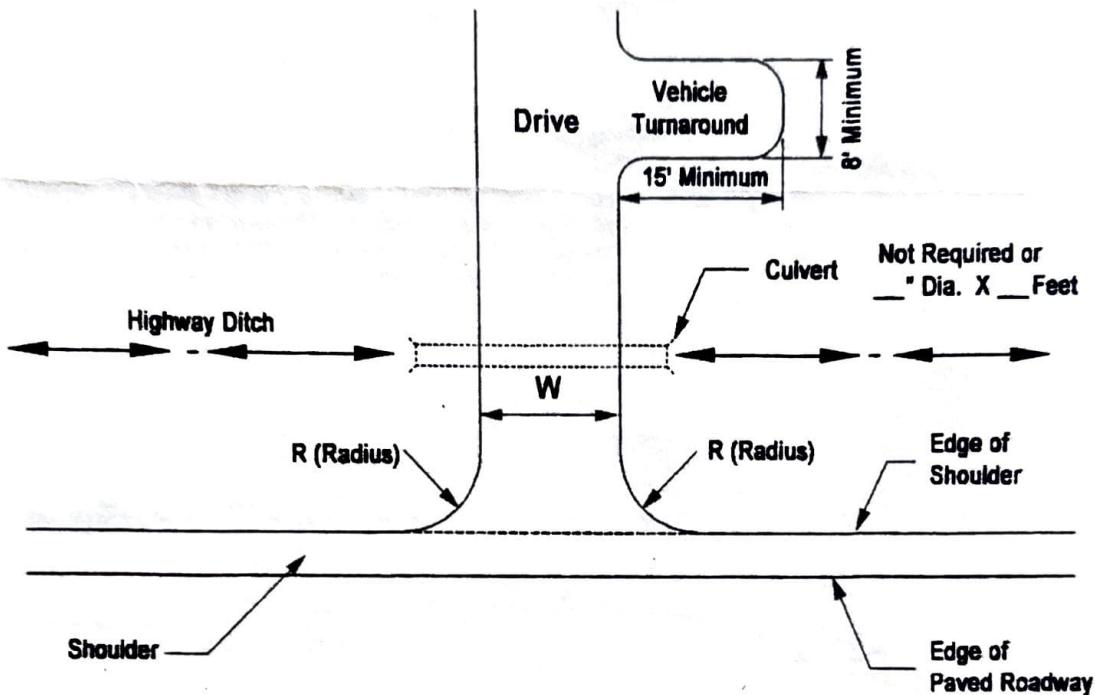
The owner shall assume, the defense of, and pay all damages, fines, and penalties for which he/she shall become liable, and shall indemnify and safe harmless said Department, its representatives, agents and employees from liability, actions against all suits, claims, damages for wrongful death, personal injuries or property damage suffered by any person or association which results from the willful or negligent action or inaction of the owner/applicant (agent) and in proceedings of every kind arising out of the construction and maintenance of said entrance(s), including snow removal.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the MaineDOT, their officers, agents or employees under the Maine Tort Claims Act or any other privileges and/or immunities provided by law. It is a further condition that the owner will agree to keep the right of way inviolate for public highway purposes and no signs (other than traffic signs and signals), posters, billboards, roadside stands, culvert end walls or private installations shall be permitted within Right of Way limits.



State of Maine  
Department of Transportation  
**Entrance / Driveway Details**

**PLAN**

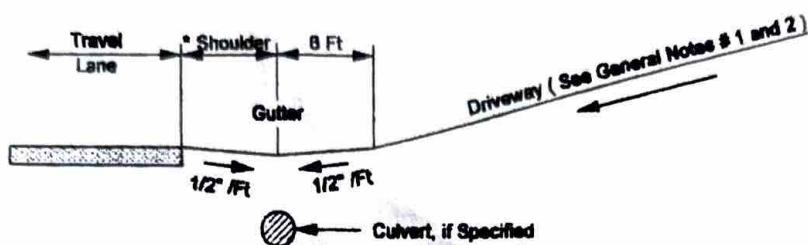


**GENERAL NOTES -**

1. ALL RESIDENTIAL OR COMMERCIAL DRIVES WITH 10% GRADE OR MORE SLOPING DOWN TOWARDS THE HIGHWAY SHALL BE PAVED TO THE RIGHT OF WAY LINE, AS A MINIMUM, INCLUDING SHOULDER, IF GRAVEL AND HAVE DITCHES TO CONTROL RUNOFF.
2. DRIVES SLOPING TO THE HIGHWAY SHALL BE CROWNED ( 1/2" PER FT. MINIMUM ).
3. TO THE MAXIMUM EXTENT PRACTICAL, THE ENTRANCE MUST BE CONSTRUCTED PERPENDICULAR TO THE HIGHWAY AT THE POINT OF ACCESS. EXCEPT WHERE CURBING EXISTS OR IS PROPOSED, THE MINIMUM RADIUS ON THE EDGES OF THE ENTRANCE MUST BE 10 FEET OR AS OTHERWISE REQUIRED AS SHOWN.
4. ENTRANCES/DRIVeways WILL BE BUILT WITH AN ADEQUATE TURN-AROUND AREA ON SITE TO ALLOW ALL VEHICLES TO MANUVER AND PARK WITHOUT BACKING ONTO THE HIGHWAY. THIS TURN-AROUND SHALL BE AT LEAST 8 FEET WIDE BY 15 FEET LONG.
5. ENTRANCES/DRIVeways AND OTHER ASSOCIATED SITE WORK WHICH DIRECTS WATER (RUNOFF) TOWARD THE HIGHWAY MUST BE CONSTRUCTED, CROWNED STABILIZED AND MAINTAINED WITH MATERIALS AND APPROPRIATE TEMPORARY/PERMANENT EROSION CONTROL MATERIALS IN ACCORDANCE WITH MDOT BEST MANAGEMENT PRACTICES.
6. THE PROFILE OF THE ENTRANCES MUST COMPLY WITH THE DETAILS SHOWN ON PAGE 2.

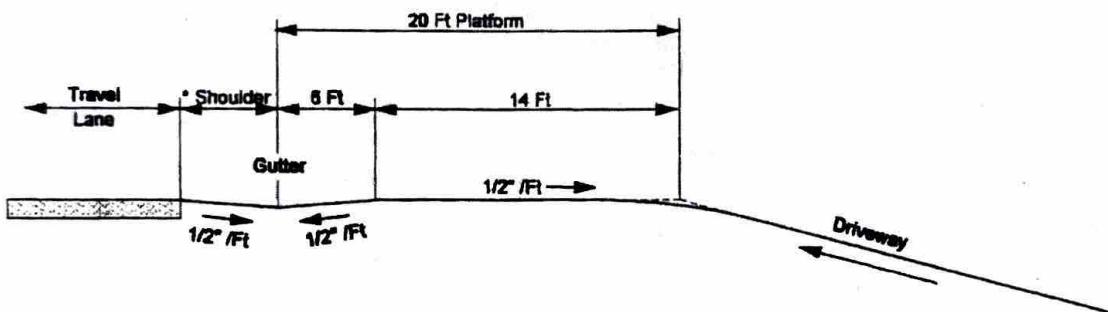
## MDOT Entrance / Driveway Details, Continued

### PROFILE Details

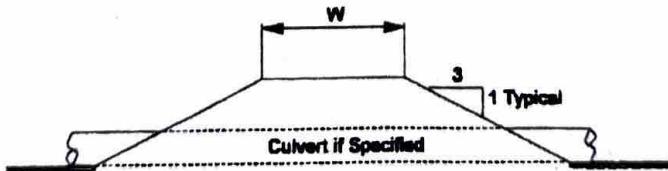


**NOTE :**

Grade of Existing Shoulder Should Be Maintained To Create A Gutter With a Minimum Of Three Inches Below The Edge Of Traveled Way.  
\* Distance Of The Gutter From The Edge Of Traveled Way Should Be The Same As Existing Shoulder Or A Minimum Of 4 Feet.



### Driveway Cross Section



**PUBLIC NOTICE:**  
**NOTICE OF INTENT TO FILE**

Please take notice that Robie Holdings, LLC, PO BOX 1508, Windham ME 04062 is intending to file a Natural Resources Protect Act Permit by Rule (NRPA PBR) application pursuant to the provisions of 38 M.R.S. §§ 480-A through 480-KK and 38 M.R.S. § 344(7), and a Stormwater Management Law Permit by Rule (Stormwater PBR) application pursuant to the provisions of 38 M.R.S. § 420-D and 38 M.R.S. § 344(7), with the Maine Department of Environmental Protection (DEP) on or about June 2, 2025.

The application is for demolition of an existing home and construction of a single-family condominium project consisting of 13 dwellings and private driveway at 421 Falmouth Road, Windham, ME 04062.

The application will be filed for public inspection at the Department of Environmental Protection's office in Portland during normal working hours.

MDEP, Southern Maine Regional Office, 312 Canco Road, Portland, Maine 04103

A copy of the application may also be seen at the municipal office in Windham, Maine.

The DEP review period for both a NRPA PBR application and a Stormwater PBR is 14 calendar days. A decision made by the Commissioner to approve a PBR is appealable to the Board of Environmental Protection. An aggrieved person must file the appeal within 30 days of the date of a final license decision of the Commissioner. An appeal must be filed in accordance with Section 23 of the Department's Chapter 2 rules, *Processing of Applications and Other Administrative Matters*. For more information, please visit: <https://www.maine.gov/dep/publications/is-appeal.html>.

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## **SECTION 4**

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### **DRAFT CONDOMINIUM DECLARATION**

**DECLARATION OF CONDOMINIUM**  
**Shephard Lane Condominium**  
**Shephard Lane (421 Falmouth Road), Windham, Maine**

**ARTICLE 1**  
**SUBMISSION**

**Section 1.1.** Submission of Property. **Robie Holdings, LLC** ("Declarant"), owner in fee simple of the land described in Exhibit A annexed hereto, located within the Town of Windham, Cumberland County, Maine (the "Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act" or "Act") and hereby creates with respect to the Property a condominium, to be known as "Shephard Lane Condominium" (the "Condominium"). The Property is also shown on the following plats and plans: (i) the plan recorded on \_\_\_\_\_, in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_, identified as follows: "Condominium Plat, Shephard Lane Condominium," dated \_\_\_\_\_ (the "Plat"); (ii) on the plan recorded on \_\_\_\_\_, in the said Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_, identified as follows: "Horizontal And Vertical Boundaries, Shephard Lane Condominium," dated \_\_\_\_\_ (the "Plan") (collectively the "Plats" or "Plats and Plans"). The Condominium is also shown on a certain subdivision plan entitled "Subdivision Plan, Shephard Lane," dated \_\_\_\_\_ and recorded in said Registry on \_\_\_\_\_, in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Subdivision Plan").

**Section 1.2.** Name and Address of Condominium. The name of the Condominium shall be "Shephard Lane Condominium." The address of the Condominium is [\_\_\_\_\_], Windham, Maine 04062. The name of the unit owners' association is the "**Shephard Lane Condominium Association**" (the "Association") and its initial mailing address is [\_\_\_\_\_], Windham, Maine 04062. The mailing address of the Association can be changed at any time with written notice to the Owners.

**Section 1.3** Description of Condominium Development. The Condominium consists of the Land described in the attached Exhibit A and the condominium building(s) consisting of thirteen (13) units as identified on the Plats and Plans.

**ARTICLE 2**  
**DEFINITIONS**

**Section 2.1.** Terms Defined in the Act. Capitalized terms are defined herein or in the Plats and Plans, otherwise they shall have the meanings specified or used in the Condominium Act. In the case of conflict between the meanings specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

**Section 2.2.** Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plats and Plans:

(a) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(b) “Association” means the Homeowners Association of the Condominium, which is known as the **Shephard Lane Condominium Association**.

(c) “Buildings” (or in the singular, a “Building”) means any residential, commercial, service or recreational structure or other improvement now or hereafter constructed on the Property.

(d) “Bylaws” means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, as such document may be amended from time to time.

(e) “Common Elements” (or in the singular, a “Common Element”) means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements.

(f) “Common Expenses” means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(g) “Condominium” means the Condominium described in Section 1.1 above.

(h) “Condominium Documents” means the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(i) “Declarant” means Robie Holdings, LLC, a Maine limited liability company, its successors and assigns.

(j) “Declaration” means this document, as the same may be amended from time to time.

(k) “Eligible Mortgage Holder” means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(l) “Executive Board” means the Executive Board of the Association. The terms executive Board and Board of Directors shall be interchangeable.

(m) “Insurance Trust Agreement” means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 16.3 hereof.

(n) “Insurance Trustee” means the entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(o) “Land Installment Contract” means a contract under which the Declarant or an Owner agrees to sell or otherwise convey a Unit or other real property interest in a Unit or any portion thereof to a buyer and that buyer agrees to pay the purchase price in subsequent payments and the Declarant or Owner retains title to the Unit as security for the buyer's obligation under the Contract. The Declarant or Owner may assign its rights under the Contract to any third party.

(p) “Limited Common Elements” (or in the singular, a “Limited Common Element”) means those parts of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units, as described either in the Condominium Act as being Limited Common Elements or described herein or in the Condominium Documents as being Limited Common Elements. In the event of any discrepancy between the Condominium Act and Condominium Documents, the terms of the Condominium Documents shall control with respect to Limited Common Elements.

(s) “Limited Common Expenses” mean: (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Unit to which that Limited Common Element is assigned, in proportion to the relative Common Expense liabilities as between themselves, as the Executive Board may periodically define; and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by to Section 1603-115(c) of the Condominium Act.

(t) “Manager” or “Managing Agent” means the agent of the management company appointed by the Association to manage the Condominium.

(u) “Mortgagee” means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

(v) “Owner” means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.

(w) “Percentage Interest” means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on Exhibit B attached hereto, as the same may be amended from time to time.

(x) “Property” means the Property described in Section 1.1 above.

(y) “Plats and Plans” means the Plat and Plans as defined in Section 1.1 above, which are recorded in the Cumberland County Registry of Deeds, and as such may be amended from time to time.

(z) “Record” means to record in the Cumberland County Registry of Deeds.

(aa) “Rules and Regulations” means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.

(bb) “Special Assessment” means an Owner's share of any assessment made by the Executive Board in addition to the Assessment.

(cc) “Special Declarant Rights” means those rights defined in Section 1601-103 (25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easement through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.

(dd) “Unit” means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

**Section 2.3. Provisions of the Condominium Act.** The provisions of the Condominium Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

## **ARTICLE 3** **UNIT BOUNDARIES**

**Section 3.1. Units.** This Declaration creates thirteen (13) residential condominium units on the Land as identified on the Plan and on the attached **Exhibit B.** The maximum number of units is thirteen (13). The condominium buildings contain all thirteen (13) condominium units, as shown on the Plats and Plans. Attached as **Exhibit B** hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each unit.

**Section 3.2. Unit Boundaries.** The boundary lines of each Unit are as shown on the Plats and Plans and shall conform with unit boundaries as described in the Act to the extent not described herein.

(a) The upper (horizontal) boundary of each Unit shall be the exterior surface of the roof of each Unit extended to the intersection with the vertical (perimeter) boundaries.

(b) The lower (horizontal) boundary of each Unit shall be the earth-side surface of the basement floor or slab of each Unit extended to the intersection with the vertical (perimeter) boundaries.

(c) The vertical (perimeter) boundaries of each Unit shall be the exterior surface of the exterior walls of each Unit extended to the intersections with each other and with the upper and lower boundaries.

(d) Each Unit's identifying number is shown on the Plat and on **Exhibit B.**

For sake of clarity, it is the intent that each Unit be a stand-alone, single-family residence and that the Unit boundaries include/enclose the entirety of the home/building and its fixtures and building components including any that extend beyond the exterior surface of the lowest floor, exterior walls or roof of each Unit.

**Section 3.3. Relocation of Unit Boundaries.** Relocation of Unit boundaries will be permitted subject to compliance with the provisions therefor in Section 1602-112 of the Condominium Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment. Subdivision of Units is not permitted.

## **ARTICLE 4** **DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED** **COMMON ELEMENTS AND LIMITED COMMON PROPERTY**

**Section 4.1. Description of Common Elements.** Common Elements shall consist of all of the Property except the individual Units, and shall include the land, public and private utility lines and any easements as set forth in **Exhibit A** for parking, access, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. Owners shall have the right to use the Common Elements in common with all other Owners, as may be required for the

purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents. Without limitation, the Common Elements shall specifically include the following:

- (a) Grounds. The land, lawns, trees, any forested areas, signage, any common paved areas, walkways, or driveways as identified on the Plats and Plans (including, but not limited to Shephard Lane shown on the Plat), any common facilities or storage buildings, and any stormwater control improvements and systems located at the Property (except to the extent any of the same are allocated to one or more Units as a limited common element);
- (b) Systems & Utilities. Any sewer pump station or sanitary sewer line serving more than one Unit, if any; electric distribution lines serving more than one Unit; water distribution lines serving more than one Unit; storm drainage systems servicing more than one Unit;
- (c) Cluster Mailbox. The cluster mailbox, if any, located adjacent to Shephard Lane is a Common Element. The individual mailbox assigned to each Unit (by street address) is a Limited Common Element allocated to the Unit to which it is addressed (by street address).
- (d) Other. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

**Section 4.2. Description of Limited Common Elements.** Limited Common Elements shall mean those portions of the Buildings defined as such pursuant to Sections 1602-102(2) and (4) of the Condominium Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by Section 4.3 hereof.

**Section 4.3. Specified Limited Common Elements.** Without limitation, the following portions of the Buildings or the Property are hereby designated as Limited Common Elements: any wastewater grinder pump serving an individual Unit; the wastewater line connecting an individual Unit to any common wastewater line serving more than one Unit or the sewer line owned by the sewer utility; any water line serving a single Unit; shutters, awnings, window boxes, doorsteps, stoops, steps, porches, balconies, patios, decks, any garage areas, flues and all exterior doors and garage doors, and windows or other fixtures designed to serve a single unit but located outside a unit's boundaries are limited common elements allocated exclusively to that unit. Additionally, certain specified Limited Common Elements are allocated to particular Units as designated on the Plats and Plans, which specified Limited Common Elements expressly include without limitation the following:

- (a) Unit Driveways. The driveway serving each Unit is a Limited Common Element allocated to the Unit served by such driveway. The Unit served by each driveway is responsible for the maintenance, repair and replacement of such driveway including snow and ice removal as needed at the discretion of the Unit Owner.
- (b) Exterior Decks. Decks attached or immediately adjacent to Units are Limited Common Elements allocated to the Unit to which they are attached. The Unit served by each deck is responsible for the maintenance, repair and replacement of such deck.
- (c) Exclusive-Use Unit Yard Areas. The Units each shall have an area at the exterior rear of their Unit that is equal to the width of the Unit and is fifteen feet deep, measured from the exterior of the finished surface of the first-floor rear wall of the Unit. If the first-floor real wall is

not a flat plane, then the yard area shall be measured from the portion of the wall that protrudes out from the remainder of the rear wall. This area (a “**Unit Yard Area**”) is a Limited Common Element allocated to each respective Unit. Subject to any restrictions shown on the Subdivision Plan, any restrictions contained in this Declaration or any Rules or Regulations adopted by the Board, this Unit Yard Area may be used for installation of a garden or other landscaping; a patio (if permitted by the Town of Windham); a temporary and small child playset or playhouse; a hot tub; a small storage shed that matches the exterior color of the related Unit and not to exceed exterior dimensions of 8 wide x 10 long x 9 feet tall; and similar uses common for a residential yard. If a Unit Owner makes use of his or her Unit Yard Area, then the Association and its landscaping contractor shall have no responsibility to maintain any portion of the Unit Yard Area except that portion that is a lawn area readily accessible from the adjacent Common Area lawn. This means that any Unit Owner installing landscaping or a garden in a Unit Yard Area shall be responsible for maintaining it; any fixture, shed or other equipment placed in a Unit Yard Area shall be maintained and insured by the Owner to which that Unit Yard Area is allocated. Fencing may be installed in or around a Unit Yard Area, provided that the fence shall not exceed five feet in height and shall not be a chain-link fence.

(d) Septic Systems. The septic tanks and septic systems are Limited Common Elements allocated to the Units served by such tanks and systems, as designated on the Plat and Plans. Any septic tank serving an individual Unit is a Limited Common Element allocated exclusively to the Unit served.

**Section 4.4. Locations of Common and Limited Common Elements.** Except for those Common Elements and Limited Common Elements that cannot be located on the Plat and Plans (such as subsurface elements) or that are not constructed as of the time of recording, the locations of the Common Elements and Limited Common Elements are shown on the Plats and Plans.

**Section 4.5. Reserved Common Elements.** The Executive Board shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any Owners and to establish a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Executive Board shall not be construed as a sale or disposition of the Common Elements.

**Section 4.6. Alteration of Common Elements by the Declarant.** The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

## **ARTICLE 5** **MAINTENANCE RESPONSIBILITIES**

**Section 5.1. Maintenance Responsibilities.** Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

**Section 5.2 Maintenance of Limited Common Elements allocated to more than one Unit.** The maintenance, repair and replacement of Limited Common Elements allocated to or benefitting more than one Unit shall be the responsibility of and at the expense of the Association, except as otherwise noted in the Condominium Documents. As further set forth in Article 6 and the Bylaws,

the cost of maintenance, repair and replacement of any Limited Common Element allocated to or benefitting more than one Unit but less than all Units shall be assessed to the Units benefited by such Limited Common Element.

**Section 5.3** Maintenance of Units and Limited Common Elements allocated exclusively to one Unit. Each unit Owner shall keep and maintain his, her or its Unit and the Limited Common Elements allocated exclusively to such Unit, including, but not limited to the buildings and other improvements, allocated to such Unit, in good order, condition and repair and in a clean and sanitary condition and shall do all maintenance which may at any time be necessary to maintain the good appearance and condition of his, her or its Unit and the Limited Common Elements allocated exclusively to such Unit. Each unit Owner shall perform his, her or its responsibility in such manner as shall not unreasonably disturb or interfere with any other unit Owners. No unit Owner shall change the exterior color of his, her or its Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All exterior maintenance shall be undertaken so as to maintain the general character and quality of the Condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

**Section 5.4** Maintenance of Common Elements. The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a unit Owner) of all of the Common Elements, the cost of which shall be charged to the unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements. The Common Elements include, but are not limited to, Shephard Lane, any common open space depicted on the Subdivision Plan, the stormwater drainage facilities and shared sewer infrastructure on site (excluding any wastewater pump and or sewer line serving only a single Unit).

**Section 5.5** Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his, her or its Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. After notice as provided herein, the Association shall also have the right to perform maintenance required of a unit Owner under Section 5.3, but not performed by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. In the event a unit Owner fails to perform any such maintenance, the Association may send such Owner a written notice specifying the required maintenance and set a deadline, not less than 10 days nor more than 60 days from the date of the notice, for completion of such maintenance. If the Owner fails to complete the required maintenance before the deadline established in the written notice, the Association, through its agents or contractors, may conduct such required maintenance after the deadline and bill the cost therefor to the Unit owner benefited by the same.

## **ARTICLE 6**

### **ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES**

### **AND VOTING RIGHTS**

**Section 6.1. Percentage Interests.** Attached as **Exhibit B** hereto is a list of all Units by their identifying number and the Percentage Interest appurtenant to each Unit within each such Unit, together with an explanation of the formula by which such Percentage Interest is determined.

**Section 6.2. Common Expenses.** The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on **Exhibit B**, and as such shall be determined by the same formula by which the Percentage Interest is determined.

**Section 6.3. Allocation of Owners' Voting Rights.** Each Owner of a Unit shall be entitled to vote as described on **Exhibit B**. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit.

## **ARTICLE 7** **MANAGEMENT**

**Section 7.1. Managing Agent.** The Association shall have the right to employ a professional experienced property management firm to act as Managing Agent to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration; provided, however, that no agreement for such professional management of the Condominium may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 7 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

**Section 7.2. Maintenance Responsibilities.** The Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and Common Property including, but not limited to, the Limited Common Elements, Shephard Lane, the Common Open Space depicted on the Subdivision Plan, the Stormwater Drainage Facilities and sewer/septic infrastructure serving more than one Unit on site (excluding any wastewater pump and line serving only a single Unit). The cost of the provision of such services shall be a Common Expense or Limited Common Expense, as applicable.

## **ARTICLE 8** **EASEMENTS**

**Section 8.1. Additional Easements.** In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant and any Common Element as models, management offices, sales offices for this and other projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the

Declarant. Prior to assignment as Limited Common Elements, the Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 8.1(b) shall include, without limitation, rights of the Declarant, any Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 8.1(b), any such easement through a Unit shall be located either in, substantially the same location as such facilities or similar, facilities existed at the time of first conveyance of a Unit in the Unit by the Declarant or so as not to materially or unreasonably interfere with the use, occupancy, or quiet enjoyment of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and, maintenance of roads, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation the Condominium.

(c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 8.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or

desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, machinery and equipment rooms, and any management agent's office, provided, however, that every Owner shall have an unrestricted right of ingress and egress to his Unit for his specified Period of Use. Until the Declarant conveys the last Unit to an Owner other than Declarant, the Declarant shall have the right to restrict access by owners to management and sales offices and areas located on or in any Common Element.

(e) The Common Elements (including, but not limited to, the Limited Common Elements) and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(f) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements, and Property (including, but not limited to the Limited Common Elements and Property).

(g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:

(1) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

(2) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings;

(3) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will, not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings; and

(4) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.

(h) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in that particular Building, the Common Elements and the Limited Common Elements, if any.

(i) The Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements and Property or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements and Property, the Limited Common Elements and Property and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 8.1(i)(1) and the following Section 8.1(i)(2) or both;

(2) In favor of the Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(j) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

**Section 8.2. Reservation of Easement Rights.** Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

**Section 8.3. Additional Easements, Covenants, Restrictions.** The Property is also subject to:

- (a) *[any easements and restrictions as shown on the Plats and Plans;*
- (b) *all of the requirements shown on the Subdivision Plan;*
- (c) *the Association shall assure compliance with the Stormwater Inspection and Maintenance Plan requirements as are set forth in Exhibit C attached hereto;*
- (d) *others TBD.]*

**ARTICLE 9**  
**RESTRICTIONS ON USE, SALE AND LEASE OF**  
**UNITS AND/OR UNITS**

**Section 9.1.** The following restrictions shall apply to the use of the Condominium:

(a) Residential Use Restrictions. The Units and Common Elements (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future owner of any Unit shall permit his Unit to be used or occupied for any purpose other than as a single family residence. Notwithstanding any of the foregoing, an Owner may use a Unit for the purpose of a home office, provided, however, that any such use complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) Quiet Enjoyment. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(d) Fire Hazards. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) Signs. No Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(f) Pets and Animals.

(1) No animals, except as common household pets kept in accordance with the Rules and Regulations (if any) and the terms of this Declaration, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

(2) Notwithstanding anything herein to the contrary, the following aggressive dog

breeds are prohibited: Akita; American Staffordshire Terrier (a.k.a. Pit Bull); Bernese Mountain Dog (a.k.a. Bernese Cattle Dog); Canario (a.k.a. Pressa Canario); Chow Chow (a.k.a. Chow); Doberman Pinscher; German Shepherd; Grate Dane; Huskies (including American, Eskimo, and Greenland Huskies but not including Siberian Huskies); Karelian Bear Dog (a.k.a. Laika); Malamute (a.k.a. Alaskan Malamute); Mastif; Rhodesian Ridgeback; Rottweiler; Saint Bernard; and Staffordshire Bull Terrier (a.k.a. Pit Bull); provided however, that service dogs are exempt from the foregoing prohibition regardless of breed. The Association may further regulate or exclude from the Condominium additional specific breeds or species of dogs or other pets as determined by the Board to be necessary for the safety and quiet enjoyment of the Condominium and as necessary to conform with any insurance requirements relating to the Condominium.

(g) Rules and Regulations. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(h) Alterations to Units and Limited Common Elements Allocated Exclusively to One Unit. Except as otherwise provided herein, additions, alterations, remodeling or renovation of Unit *exteriors* and free-standing or attached Limited Common Element structures allocated to one Unit, such as decks, shall not be permitted or conducted unless such addition, alteration, remodeling or renovation has been approved in advance by the Executive Board of the Association, such approval not to be unreasonably withheld, conditioned or delayed. Such approval may be conditioned on receiving detailed plans of the proposed work and requiring that such work conform to the existing design style and quality of the Unit at issue. In the event of any exterior renovations that change the exterior dimensions and/or footprint of the Unit (such as adding a room or a dormer), the Unit owner making such changes shall be responsible for recording an amended plan of the Unit to depict the new Unit boundaries.

Except as provided herein, Executive Board approval shall not be required for alterations, remodeling or renovations to the *interior* of the Units.

(i) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to his, her or its Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraph (h) and (i) above. Each Owner shall indemnify and hold the other Owners of his, her or its Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Section 9.1, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Unit to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

(j) Use of Common Open Space. The common open space that is part of the Land at the Condominium (excluding, for sake of clarity, that portion of the Land that is occupied by the footprint of a Unit or is a Limited Common Element allocated to one or more Units), including the grassy or landscaped areas around each Unit (other than any Unit Yard Area), is a Common Element. No portion of the common open space at the Condominium may be used exclusively by, improved, or maintained by any Unit Owner without the prior written consent of the Executive Board, which consent may be denied in the sole discretion of the Executive Board or, if granted, may contain such reasonable conditions as the Board may determine are appropriate for the proposed use and may include a reasonable fee for usage. This means that Unit Owners may not

use the common open space or the landscaped areas around their units (other than any Unit Yard Area) for storage of equipment, vehicles, extra parking, the installation of sheds, gardens, chicken coops, laundry lines or similar items without the prior written consent of the Executive Board.

**Section 9.2. Sale and Lease of Units.**

(a) The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain in the Units and Common Elements, all offices, signs and other accoutrements normally used in the operation of, such rental properties in the sole discretion of the Declarant. Such operation shall be for the benefit of the Declarant and neither the Association nor any Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

(b) There shall be no mandatory rental program offered to the Owners by Declarant, Managing Agent or any third parties. An Owner other than the Declarant may lease his or her unit, however the Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit owned by a party other than the Declarant, and thereafter no Owner other than the Declarant shall execute a lease of his Unit that is not in compliance with such resolution. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration.

(c) This Section 9.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

**Section 9.3. Time Share Ownership Prohibited.** No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to effect interval ownership. For the purposes of this subsection, such devices shall be deemed to include, without limitation, the use of corporations, partnerships and tenancies in common in which four or more persons not members of a single household have acquired by means other than inheritance, devise or operation of law, a direct or indirect, equitable or legal, right to occupy or arrangement, formal or informal regarding occupancy of the same unit.

**ARTICLE 10**  
**DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

**Section 10.1. General Development Rights.** In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Until the construction, marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the construction, marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) *Intentionally omitted;*

(d) Until the construction, marketing and sale of all Units is completed, to complete all improvements shown on the Plats and Plans, to relocate any improvements shown on the Plats and Plans, construct additional Common Element improvements on any part of the Property, to exercise the Development Rights set forth herein, to maintain models and sales offices and to

exercise the easements as set forth in Article 8 hereof and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to these Special Declarant Rights is all of the Property, except those portions lying within the boundaries of declared Units and upon which declared Units are located; and

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 12.1.

(f) Until the construction, marketing and sale of all Units is completed, to make the Common Property subject to the terms of any environmental, subdivision or similar land use permit required for the development of the Condominium or the exercise of the rights reserved in this Article 10.

(g) Until the construction, marketing and sale of all Units is completed, to record new and/or amended plats and/or plans showing the Units, Unit boundaries, and Common and Limited Common Elements as the same are developed, constructed or installed at the Condominium.

**Section 10.2. Exercise of Rights.** The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act, including without limitation Section 1602-110 of the Act. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record new Plats and Plans or record an affidavit that the Plats and Plans previously recorded conform to the requirements of the Act.

**Section 10.3. Amendment.** This Article 10 shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds.

## **ARTICLE 11 UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN**

**Section 11.1. Applicability of Condominium Documents.** Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

**Section 11.2. Eminent Domain.** Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to

participate in the proceedings incident thereto, provided, however, that the Association shall officially, represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

## **ARTICLE 12** **EXECUTIVE BOARD OF THE ASSOCIATION**

### **Section 12.1. Members.**

(a) The initial Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.1.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of 75% of the Units to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant (the "**Period of Declarant Control**"), all members of the Executive Board appointed by the Declarant shall resign and as soon as possible thereafter the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.

(c) The Executive Board shall possess all of the duties; and powers granted to the Executive Board by the Act.

### **Section 12.2. Disputes.**

#### **(a) Regarding Owners, Condominium, and Condominium Documents.**

(1) Subject to Section 12.2(b), any dispute or disagreement between any Owners relating to the Property shall be first submitted to mediation. Such mediation shall take place in Portland, Maine or other location agreed upon by the parties, and shall be conducted by a single mediator selected by agreement of the parties. In the event the parties cannot agree on a mediator, each party shall select one mediator and those mediators shall jointly select a single mediator to conduct the mediation. The cost of such mediation shall be born equally by the parties.

(2) Subject to Section 12.2(b), the Executive Board shall decide any questions of interpretation or application of the provisions of the Condominium Documents. Any claim or dispute an Owner may have in regard to such decision shall be submitted to mediation prior to the commencement of any suit or litigation. Such mediation shall take place in Portland, Maine or other location agreed upon by the parties, and shall be conducted by a single mediator selected by agreement of the parties. In the event the parties cannot agree on a mediator, each party shall select one mediator and those mediators shall jointly select a single mediator to conduct the mediation. The costs of such mediation shall be paid pursuant to agreement of the parties. In the event the parties do not resolve the dispute at mediation, the dispute shall be submitted to binding arbitration to take place in Portland, Maine, or other location agreed upon by the parties, and shall be conducted by a single arbitrator selected by agreement of the parties. In the event the parties cannot

agree on an arbitrator, each party shall select one arbitrator and those arbitrators shall jointly select a single arbitrator to conduct the arbitration. The arbitrator's expense shall be paid by the non-prevailing party. The arbitrator shall order the non-prevailing party to pay the costs and expenses, including reasonable attorney's fees and expenses, incurred by the prevailing party in connection with or arising from the arbitration. The decision of the arbitrator is intended to be final and binding and may be enforced in any court of competent jurisdiction.

(3) The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any unit owner or owners on the other hand, arising out of or relating to, a unit, the common elements, the limited common elements, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, or the course of dealing between any unit owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall first be submitted to mediation. Such mediation shall take place in Portland, Maine or other location agreed upon by the parties, and shall be conducted by a single mediator selected by agreement of the parties. In the event the parties cannot agree on a mediator, each party shall select one mediator and those mediators shall jointly select a single mediator to conduct the mediation. The costs of such mediation shall be paid equally by the parties. In the event the parties do not resolve the dispute at mediation, the dispute shall be submitted to binding arbitration to take place in Portland, Maine, or other location agreed upon by the parties, and shall be conducted by a single arbitrator selected by agreement of the parties. In the event the parties cannot agree on an arbitrator, each party shall select one arbitrator and those arbitrators shall jointly select a single arbitrator to conduct the arbitration. The cost of such arbitration shall be paid equally by the parties and each party shall bear its own costs. The decision of the arbitrator is intended to be final and binding and may be enforced in any court of competent jurisdiction. Prior to commencing arbitration, the complaining party shall file a notice of demand for arbitration in writing with the other parties. 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 or other principals of law and equity.

**Section 12.3. Abating and Enjoining Violations by Owners.** The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach. The Board may impose penalties for violations or breaches that continue after a written demand to cure or end such violations.

## **ARTICLE 13** **LIMITATION OF LIABILITY**

**Section 13.1. Limited Liability of the Executive Board.** The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Owners or any mortgagees as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner, any mortgagee, or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to an Owner, any mortgagee, or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

**Section 13.2. Indemnification.** Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

**Section 13.3. Joint and Several Liability of Owners and Lessees.** Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

**Section 13.4. Defense of Claims.** Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 13.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

## **ARTICLE 14** **ASSESSMENTS: LIABILITY OF OWNERS**

**Section 14.1. Power to Assess.** The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements and Limited Common Elements as set forth in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments, budget deficits; such expenses as are necessary for the Association's share of any common expenses for any master association which the Association may now or hereafter be a member of; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements, Limited Common Elements and Limited Common Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded as a part of the Common Expenses.

**Section 14.2. Assessments for Limited Common Expenses.** The Association, acting through the Executive Board in accordance with the Bylaws and as circumstances may reasonably require, shall assess Limited Common Expenses as follows: (i) If a Limited Common Expense only benefits a single Unit, that Limited Common Expense may be assessed solely against the Unit benefited; and (ii) If a Limited Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense may be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense liabilities may be changed as provided in Section 6.2 and **Exhibit B.**

**Section 14.3. Special Assessments.** If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the

power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

**Section 14.4. Payment of Assessments.** Each Owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in **Exhibit B** hereto. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Units owned by the Declarant, the Declarant in its discretion may elect: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the value of services actually received by Declarant as a part of the Common Expenses or Limited Common Expenses for such year; or (b) to offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

**Section 14.5. Failure to Fix New Assessments.** If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

**Section 14.6. Exemption by Waiver.** No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

**Section 14.7. Personal Liability of Owners.** All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such. The Association may charge up to eighteen percent (18%) interest, or the maximum rate allowed by law, on any Assessment that is more than two months past due.

**Section 14.8. Liability of Purchaser of Unit for Unpaid Assessments.** Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments, Limited Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer, however.

**Section 14.9. Subordination of Certain Charges.** Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

**Section 14.10. Surplus.** The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

## **ARTICLE 15** **RIGHTS OF MORTGAGEES, CONTRACT HOLDERS,** **INSURERS AND GUARANTORS**

**Section 15.1. Subject to Declaration.** Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans and any Rules and Regulations.

**Section 15.2. Rights of Eligible Mortgage Holders.** (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;

(6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;

(7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible, Mortgage Holder shall have the right, but not the obligation, to cure such default.

(c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

**Section 15.3. Liability for Use and Charges.** Any first Mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the Mortgagee except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency. If the Association's lien priority includes costs of collecting unpaid dues, the Mortgagee will be liable for any fees or costs related to the collection of the unpaid dues.

**Section 15.4. Condemnation Rights.** No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

**Section 15.5. Books and Records.** Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

## **ARTICLE 16** **INSURANCE**

**Section 16.1. Types and Amounts.** The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as

the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover the Property, including, but not limited to, all Common Elements and Property and Limited Common Elements and Property serving more than one Unit, and common equipment, fixtures, personal property and supplies owned by the Association, but excluding the Units and any Limited Common Elements allocated exclusively to one Unit and excluding all personal property of the Unit Owners. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the insured property, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed five percent (5%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund. The named insured under the policy shall be "**Shephard Lane Condominium Association**", for the use and benefit of the individual owners, or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and Limited Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

(c) Such worker's compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 13.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) If at any time it is determined that all or any part of the project's improvements are within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements and property, the Units and all improvements, fixtures and appliances contained within the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Owner and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed \$25,000.00. Funds to cover this amount shall be included in the Association reserve fund.

**Section 16.2. Required Provisions.** Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 16.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(c) Each Owner may obtain additional insurance at his own expense; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(d) Any Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (1) Each Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner or members of his household; (3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under such policies there is other insurance in the name of a Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;

(5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

**Section 16.3. Insurance Trustee and Power of Attorney.** Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy, providing such property or liability insurance.

**Section 16.4. Repair of Damage or Destruction to Condominium.** The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

**Section 16.5. Additional Insurance.** Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

## **ARTICLE 17** **ASSIGNABILITY OF DECLARANT'S RIGHTS**

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the applicable Act.

## **ARTICLE 18** **AMENDMENT OF DECLARATION**

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant, would be considered as material:

- (a) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (b) boundaries of any Unit;
- (c) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents; or

(d) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that eligible Mortgage Holder has failed to submit response to any written proposal for an amendment within thirty (30) days after the proposal is made.

## **ARTICLE 19** **TERMINATION**

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

## **ARTICLE 20** **ATTORNEY IN FACT**

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

## **ARTICLE 21** **GENERAL PROVISIONS**

**Section 21.1. Headings.** The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

**Section 21.2. Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

**Section 21.3. Applicable Law.** This Declaration shall be governed and construed according to the laws of the State of Maine.

**Section 21.4. Interpretation.** The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

**Section 21.5. Effective Date.** This Declaration shall become effective when it and the Plats and Plans have been recorded.

**Section 21.6. Notices.** Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

**Section 21.7. Exhibits.** All exhibits attached to this Declaration are hereby made a part of this Declaration.

**Section 21.8. Pronouns.** Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Robie Holdings, LLC has caused this Declaration to be sealed with its corporate seal and signed in its corporate name by Jarod Robie, its President, thereunto duly authorized, this \_\_\_\_\_ day of the month of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
In the presence of:

**Robie Holdings, LLC**

By \_\_\_\_\_  
Name: Jarod Robie  
Its: President

STATE OF MAINE  
COUNTY OF CUMBERLAND

Then personally appeared the above-named Jarod Robie, the President of Robie Holdings, LLC and acknowledged the foregoing to his free act and deed in said capacity and the free act and deed of said company.

Before me, \_\_\_\_\_  
Notary Public/Attorney at Law  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Land Submitted to Condominium Act**  
**SHEPHARD LANE CONDOMINIUM**

[LEGAL DESCRIPTION TO BE INSERTED]

Subject to those easements, conditions and other encumbrances set forth on a certain subdivision plan entitled "Site/Subdivision Plan, Shephard Lane," dated \_\_\_\_\_ and recorded in the Cumberland County Registry of Deeds on \_\_\_\_\_, in Plan Book \_\_\_\_\_, Page \_\_\_\_.

**EXHIBIT B**  
**DECLARATION OF CONDOMINIUM**  
**SHEPHARD LANE CONDOMINIUM**

**PERCENTAGE INTERESTS IN COMMON ELEMENTS AND**  
**PERCENTAGE OF COMMON EXPENSE LIABILITY**

UNIT #	Unit Percentage	Interest	Vote
1	7.6923%	7.6923%	1
2	7.6923%	7.6923%	1
3	7.6923%	7.6923%	1
4	7.6923%	7.6923%	1
5	7.6923%	7.6923%	1
6	7.6923%	7.6923%	1
7	7.6923%	7.6923%	1
8	7.6923%	7.6923%	1
9	7.6923%	7.6923%	1
10	7.6923%	7.6923%	1
11	7.6923%	7.6923%	1
12	7.6923%	7.6923%	1
13	7.6923%	7.6923%	1

A Unit's Percentage Interest and percentage of Common Expense liability shall be determined by dividing 100 by the number of Units and rounding to the nearest 100ths of a percent.

**EXHIBIT C**

**DECLARATION OF SHEPHARD LANE CONDOMINIUM  
STORMWATER MAINTENANCE REQUIREMENTS**

TO BE INSERTED

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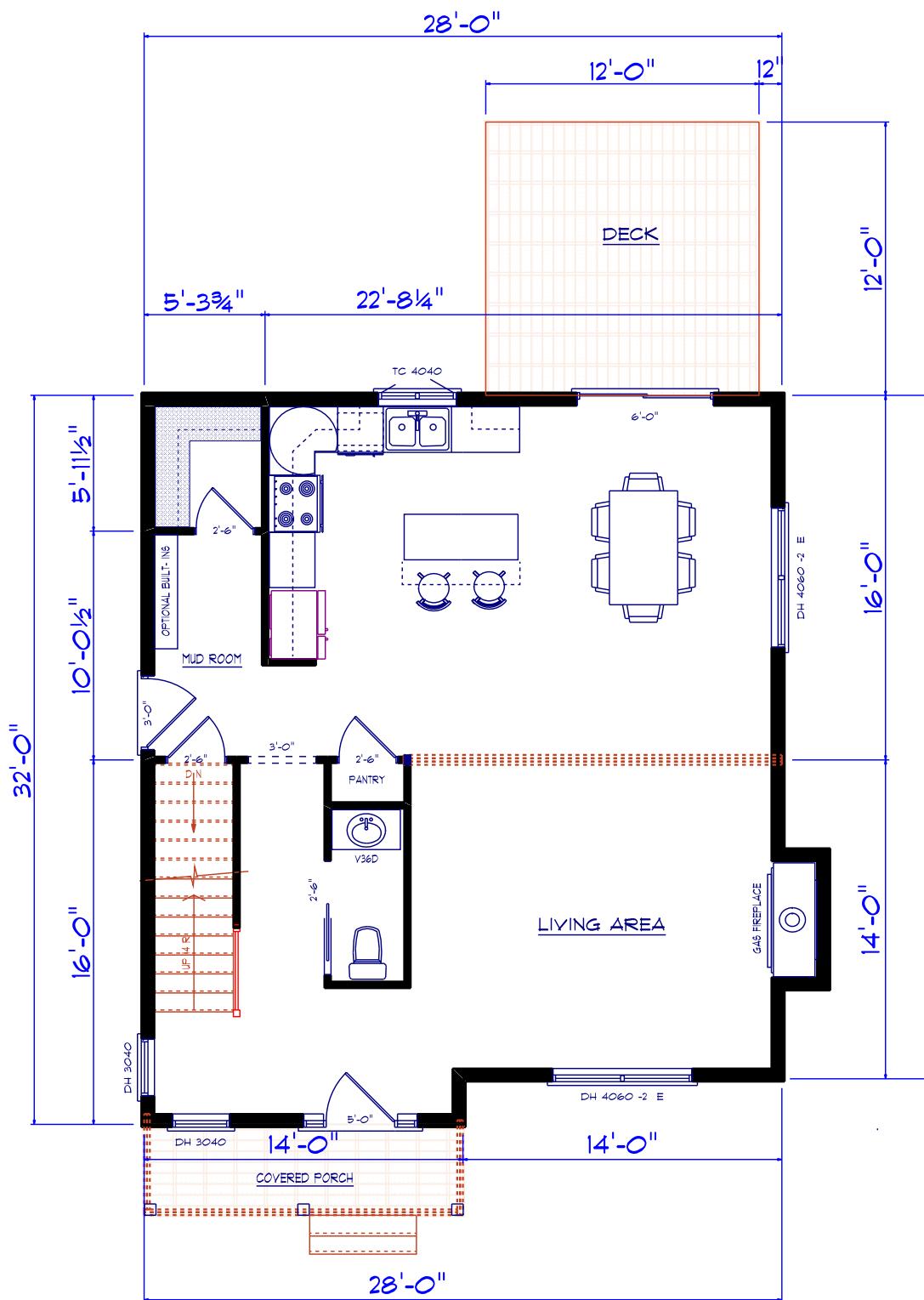
## *SECTION 5*

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### PROPOSED BUILDING ARCHITECTURAL PLANS

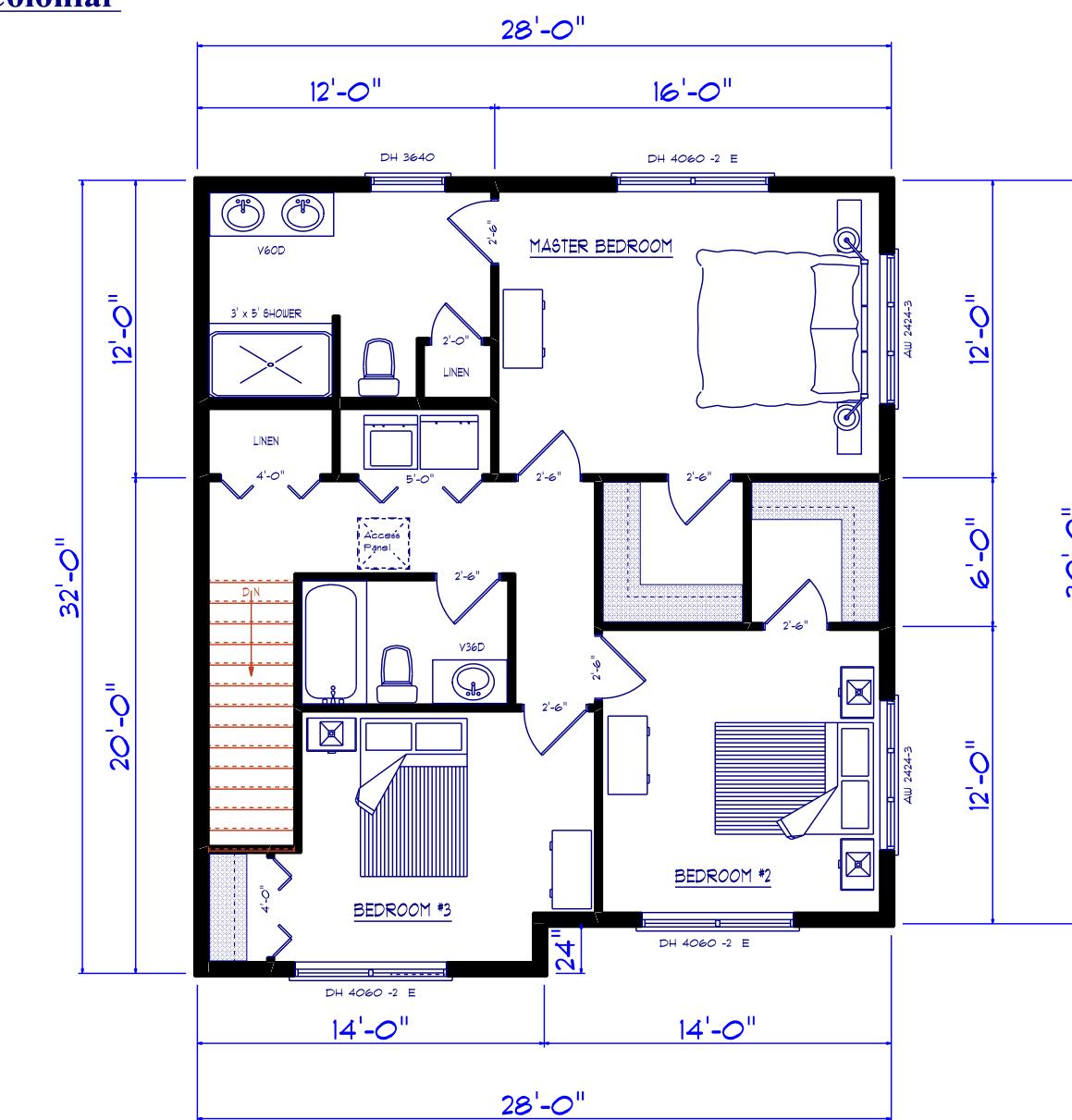
## **Section 5 – Proposed Building Architectural Plans**

Attached are drawings of the 3 proposed building styles that are intended to be constructed. We have updated the Site and Subdivision Plans to reflect the 3 building styles in various locations to provide variety throughout the subdivision. The specific unit style for each building may be revised by the builder, but will be substantially similar to what is attached in this section.



**Roman Colonial**

1,706 SF





**ROBIE BUILDERS, LLC**  
 New Homes  
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 Excavation  
 FREE Estimates  
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Jared Robie, Owner/Sales

I Diamond Point Road | P.O. Box 1508

Windham, ME 04062

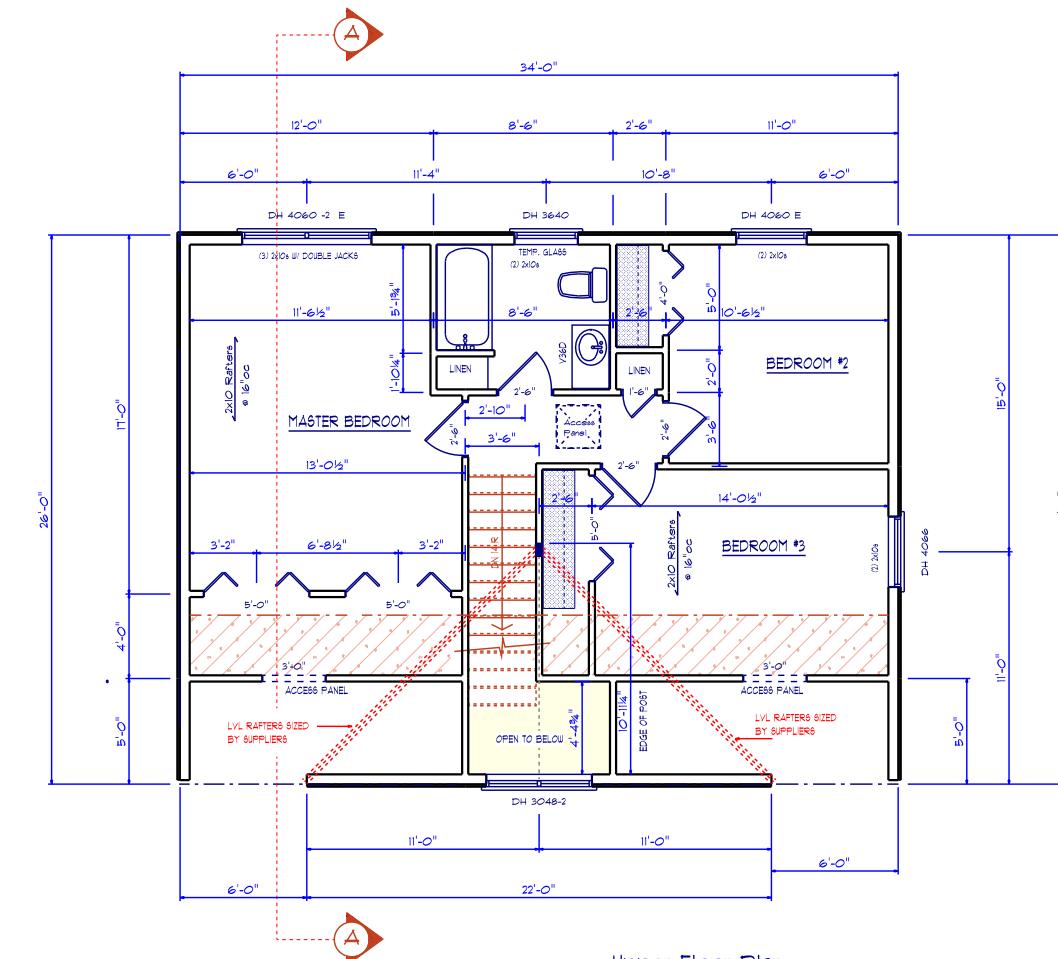
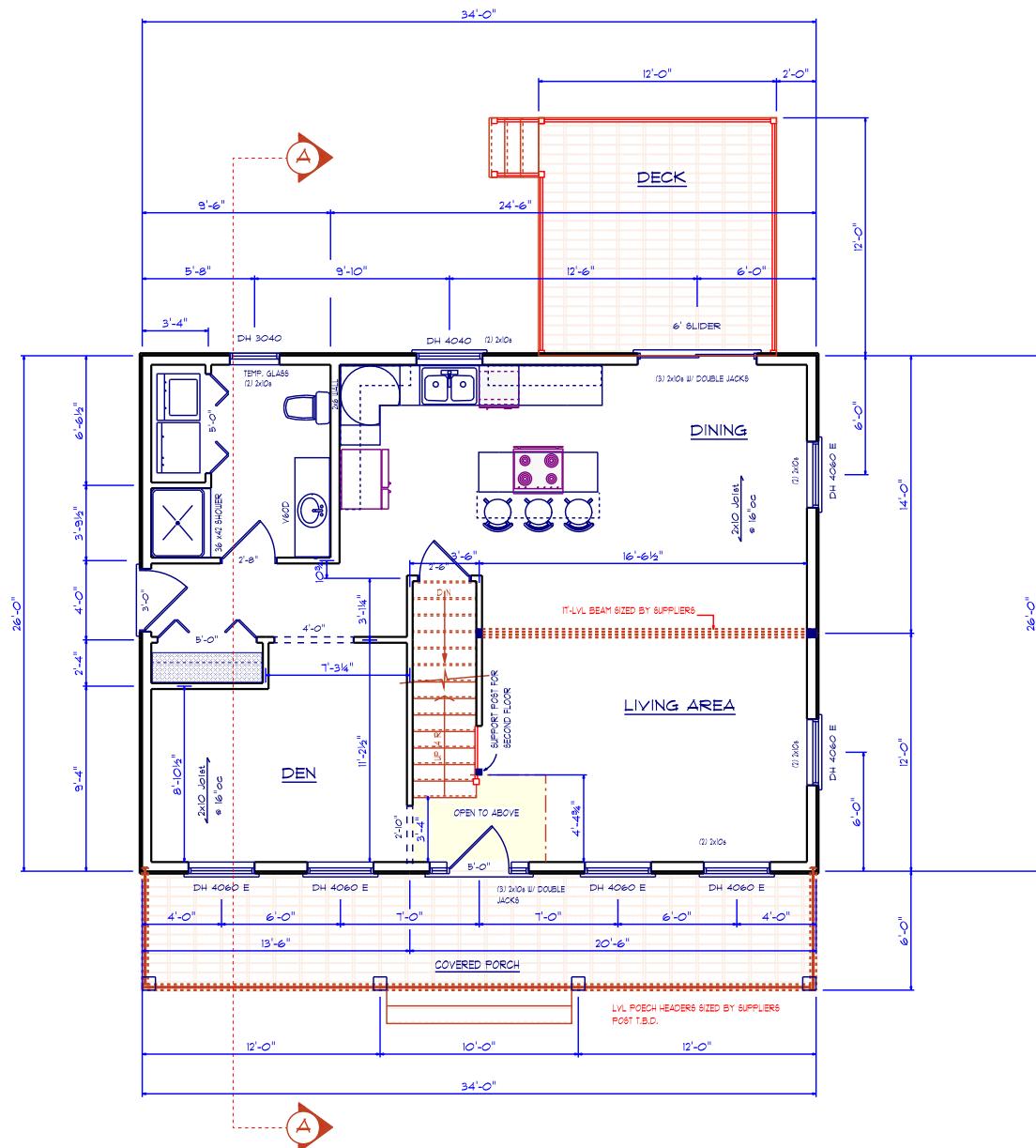
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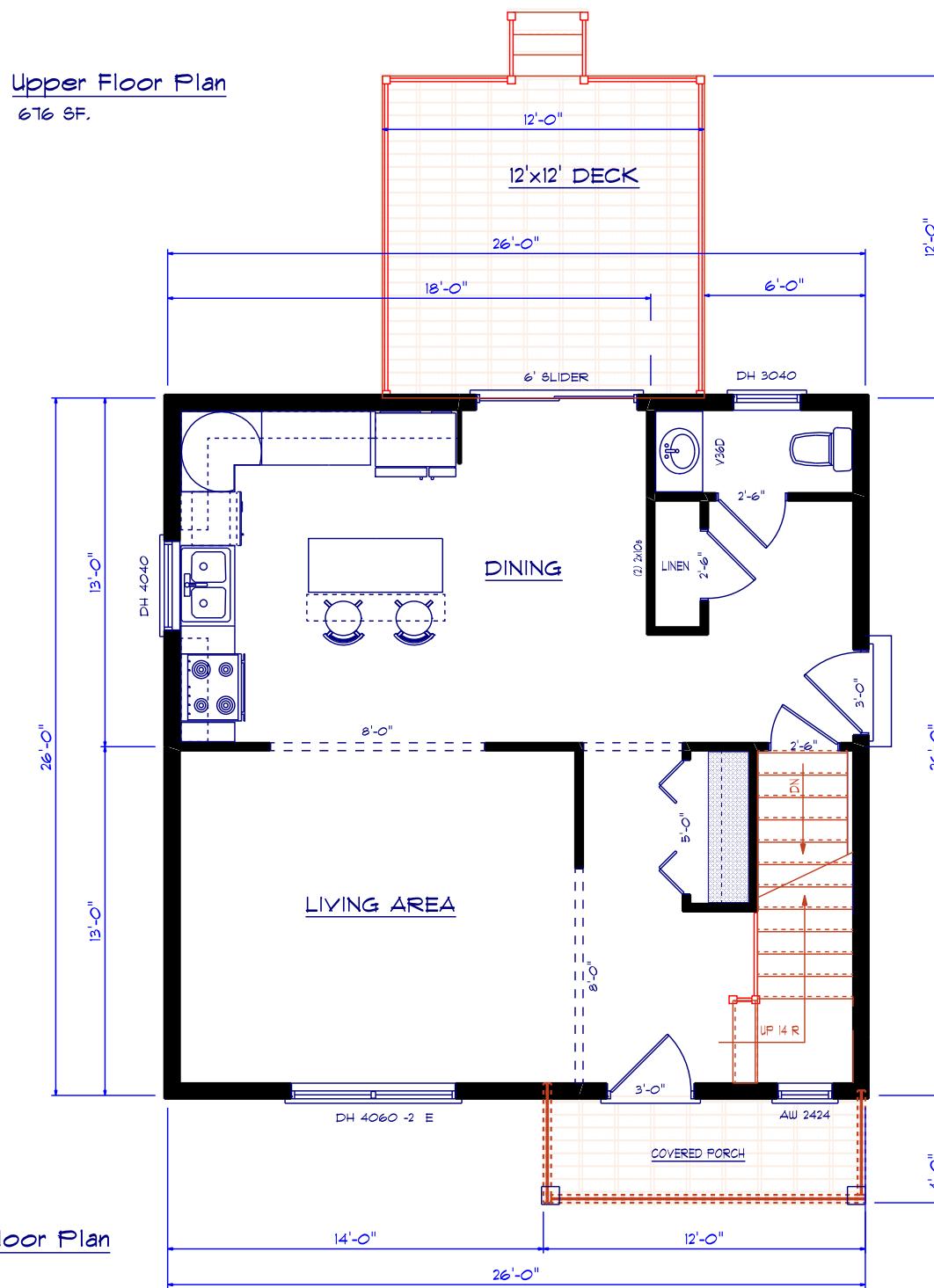
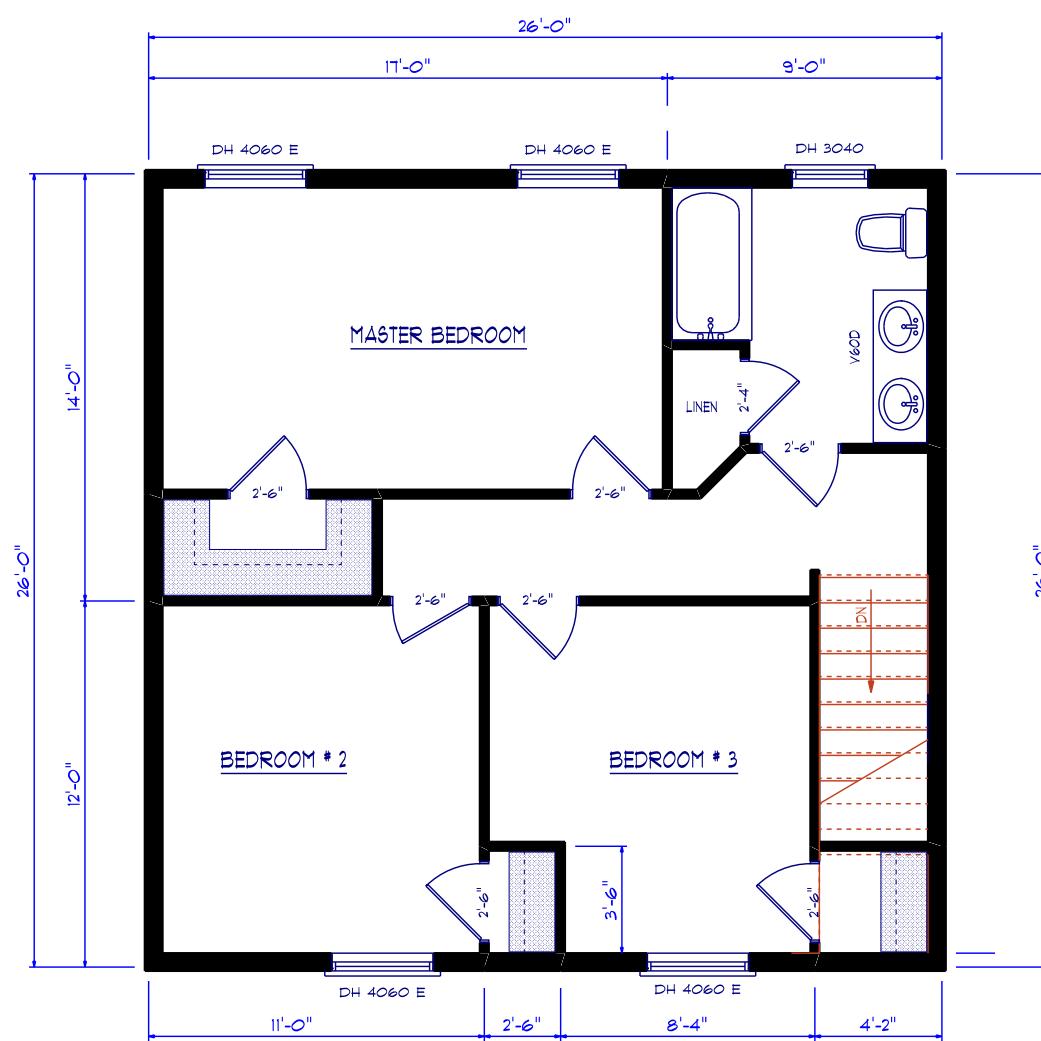
O: 207-892-0650

F: 207-892-1340

[jaredRobie@hotmail.com](mailto:jaredRobie@hotmail.com)

1  
3





**Lower Floor Plan**  
676 SF.

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## *SECTION 6*

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### SITE LIGHTING

## **Section 6 – Site Lighting**

Each dwelling will include the installation of exterior lighting that is mounted to the building to provide illumination of the front porch, walkways and driveways so that on-street lighting will not be required. A cobra head light will be installed at the project driveway entrance on an existing utility pole to provide lighting at the street intersection.

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## **SECTION 7**

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### **MULTI-FAMILY DEVELOPMENT STANDARDS**

## **Section 7 – Multi-Family Development Standards**

The project has been designed to meet the following Multifamily development standards outlined in Section 120-814 of the Land Use Code:

### **A. Building Architecture**

1. **Architectural Variety** – Buildings are proposed to have white trim to provide accent to the siding color. We anticipate using at least 3 different colors for exterior siding of the units to provide variety of color between adjacent buildings. Siding materials will be a variety of clapboard, shake, board & batten style to create accent features. We have proposed 3 different building styles (2 colonial style and 1 cape style) for the 13 dwelling units to create variety.
2. **Façade** – The buildings have been designed with gables, covered porches and roofline articulation to provide visual interest. Final Building Plans will provide a calculation demonstrating that the primary façade will have an area of fenestration a minimum of 25% of the total area facing the street.
3. **Orientation** – Unit 1 is the only building that is adjacent to an existing street. We have generally oriented the Unit 1 building to face Shepherd Way, but the building wall facing Falmouth Road will be built to meet the 25% fenestration requirement.

### **B. Site Design**

1. **Parking** – Each dwelling will have two vehicle parking spaces constructed as 90-degree driveway parking. The parking areas are designed as to not conflict with snow storage.
2. **Screening** – There are no service areas, utility areas, trash dumpsters or significant mechanical equipment associated with this project development. Each unit will have trash toters that will be stored outside adjacent to the home. We will maintain a substantial tree buffer along the southern property line approximately 60 feet in width adjacent to the existing single-family home on the abutting property. The properties to the north and east are agricultural use and there are no existing structures near our development area that would require screening.
3. **Bicycle/Pedestrian** – There is no existing public sidewalk on Falmouth Road. The internal private drive is only 480 feet long and there will be sufficient space for the residents to walk on the side of the paved roadway within the 2-foot paved shoulder and additional 2-foot gravel shoulder without impacting traffic operations. A new walking trail will be constructed off the end of the paved roadway to connect with the existing trail network that runs through the back land. The requirement to provide on-site bicycle storage is for multifamily dwellings, and this project consists entirely of single-family detached homes.

4. Recreation and Open Space – Approximately 18 acres of undeveloped woodland will be preserved as open space to benefit the residents of the development. The 18 acres of open space represents approximately 80% of the total parcel area and far exceeds the minimum 15% requirement. The standards require a minimum of 2,650 square feet of area within the open space to be designated contiguous area with constructed amenities for passive or active recreation use. The project proposes the construction of a new multi-use trail through the 18 acre open space that will be approximately 1,325 square feet and will connect to an existing trail that will be maintained at a surface area of over 8,000 sf.
5. Landscape/Lighting – Each condominium unit owner will be responsible for determining the amount of landscaping that they wish to plant and maintain around the perimeter of their unit. Street trees are proposed to be planted on both sides of the street. Cobra head lighting will be installed on the light pole at the project entrance, and down-cast lighting will be installed on the covered porches.
6. Access Drive Standards – The project has been designed with service from a new Access Drive that will be built to the Major Private Road standard. We are proposing individual driveways to each unit that function similar to 90-degree on-street parking spaces with vehicles backing out into the access drive, so the 75-foot separation between driveway entrances and the need to align driveway entrances with the driveways across the street are not generally applicable to this style of development. A note requiring Shepherd Lane to remain private access drives appears on the Subdivision Plan and Site Plan.