



#### Pineland

Cumberland Hall  
41 Campus Drive, Suite 101  
New Gloucester, ME 04260

#### Portland

565 Congress Street, Suite 310  
Portland, ME 04101

1817

December 23, 2019

Ms. Jennifer Curtis, Town Planner  
Town of Windham  
Planning Department  
8 School Road  
Windham, ME 04062

### **Preliminary Plan Application: Sunrise Cove Retirement Community**

On behalf of Chase Custom Homes & Finance, we are pleased to submit the Preliminary Plan Application for the Sunrise Cove (formerly Twilight Cove) Retirement Community— a 60 unit retirement community with 6 mixed use rental units.

The development parcel is located on the north side of Route 302 at 19 Roosevelt Trail, just west of the Town of Windham/Town of Falmouth & Town of Windham/City of Westbrook town lines. The property is shown as lots #63 & 66 on the Town of Windham Tax Map #7. The 38.3 acre property is located within the Commercial 3 Zone (C-3). It is also located within the Retirement Community & Care Facility (RCCF) Overlay Zone. The standard net residential density for the C3 Zone is 1 unit per 60,000 SF. The RCCF Overlay Zone allows one unit per 5,000 SF for a retirement community. The net residential area calculation shows that the property can support 6 mixed use & 60 retirement community units.

**Proposed Project:** The Twilight Cove Retirement Community will feature 60 quality units. It will contain a mix of single story & two-story buildings that are located within two and four unit buildings. We've attached information that shows the type of buildings that the applicant intends to build. The applicant believes that the project will feature a unique set of amenities that will make this project a success. Site amenities to this gated community include a club house, access to Highland Lake and an assortment of community boats and walking trails. The development will also be benefitted by 6 commercial units that will be located adjacent to Route 302. The applicant intends to market these spaces to business uses that would support a retirement community. There will be apartments located above the commercial units. The apartments will not have access to the association amenities.

The site will be served by public water, subsurface septic systems and underground power. A water main is located within the Route 302 right of way and it feeds a hydrant that is located right in front of the site. A new hydrant will be installed within the site.

As we discussed at the sketch plan meeting, the project was designed to address the concerns that were raised from past projects. Some of the specific design elements are highlighted below.

**Phosphorus Export:** We have prepared a detailed evaluation of both the existing camp ground & the area draining to & through the large perimeter swale to determine the amount of phosphorus export that is currently entering the lake from the property. We worked closely with the Maine DEP during this process through a series of site visits and meetings to arrive at a consensus result. We, along with MDEP representatives, presented the preliminary results to select Town officials and representatives from the HLA earlier this spring.

Based on our calculations, we believe that this project will result in an overall **DECREASE** of 0.6 pounds of phosphorus export per year. A large component of this design will be the construction of a stormwater pond in line with the perimeter drainage swale that will treat runoff from a portion of Route 302 and the surrounding properties. The onsite portion of runoff will be treated with a series of BMPs including roof drain filter strips and stormwater ponds. We don't need to use any of the phosphorus allocation from the undeveloped portion of the site (0.02 lbs per acre).

**Nitrate Plumes:** We will be proposing the use of septic treatment tanks in lieu of standard septic tanks. These treatment systems result in significant reductions in phosphorus and nitrates in the effluent.

**Boat Traffic:** The project contains Highland Lake shore frontage in the Town of Falmouth. Although the shore frontage area is not officially part of the Town of Windham's review, it was a concern of the HLA, so we include it here for discussion. The applicant has secured a dock permit through the Town of Falmouth. They plan to install a single dock along the frontage and will have community boats for the residents to use. This likely will include a couple of pontoon boats and a couple of aluminum fishing boats. These measures will ensure that the development will not have a significant effect on the existing level of boat traffic.

**Gated Access:** Sunrise Cove will be a gated community. This means that the general public, including the renters in the mixed unit development portion of this project, will not have access to the lake through the site. The HLA was concerned that the waterfront could be used as a boat launch and provide a means for milfoil to enter the lake.

**Perimeter Swale:** The perimeter swale is largely un-stabilized and has been identified by the HLA as a cause of significant phosphorus export. A large stormwater pond is proposed that will treat runoff that flows into the swale and then much of the swale downstream of the pond will be removed and replaced with a piped stormwater system.

The new culvert system will outlet to a properly stabilized outlet. The stormwater pond/piped system will dramatically improve the quality of runoff that historically flowed through the swale.

The record owner of the property is:

Chase Custom Homes & Finance  
P.O. Box 897  
Westbrook, ME 04098

We have provided a Traffic Analysis that was prepared by Traffic Solutions. The entrance of the development will be aligned with Land of Nod Road. The sight distance exceeds the required amount.

Chase Custom Homes & Finance is an experienced developer and has been involved in several commercial & residential developments in recent years. The applicant has hired the following project consultants:

Engineer:

Jeff Amos, P.E. #10167  
Terradyn Consultants, LLC  
P.O. Box 339  
New Gloucester, ME 04260  
(207) 926-5111

Site Evaluator & Wetland Delineation:

Mark Cenci  
Mark Cenci Geologic, Inc.  
93 Mill Road  
North Yarmouth, ME 04097  
(207) 329-3524

Surveyor:

Wayne T. Wood & Associates  
30 Wood Drive  
Gray, ME 04039  
(207) 657-3330

Traffic Engineer:

William Bray, P.E.  
Traffic Solutions  
235 Bancroft Street  
Portland, ME 04102  
(207) 774-3603

High Intensity Soil Survey

Mark Hampton, CSS  
Mark Hampton Associates, Inc.  
P.O. Box 1931  
Portland, ME 04104  
(207) 756-2900

The attached plan is based upon a boundary and topographic survey that was performed by Wayne T. Wood, PLS of Wayne T. Wood & Co. Mark Cenci of Mark Cenci Geologic, Inc. performed the wetland delineation. The delineation was field inspected by the Maine DEP during the

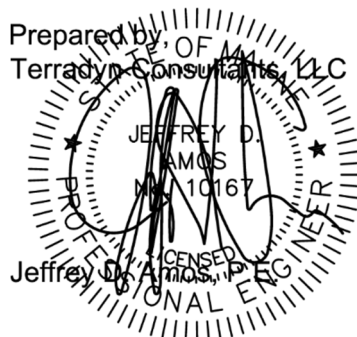
Highland Views review process. Mark Hampton prepared a High Intensity Soil Survey for this project site. William Bray, P.E. will prepare a traffic study.

We are not requesting any waivers.

The following items are attached as required by the Preliminary Plan Application procedures:

- Preliminary Plan Application Fee & Escrow
- Attachment 1: Preliminary Subdivision Plan Application & Checklist
- Attachment 2: Property Deed
- Attachment 3: Draft Bylaws & Declaration Documents
- Attachment 4: Abutter List
- Attachment 5: MDIF&W Response Letter
- Attachment 6: MHPC Response Letter
- Attachment 7: Stormwater Management Plan
- Attachment 8: High Intensity Soil Survey
- Attachment 9: Hydrogeologic Assessment
- Attachment 10: Preliminary HHE-200 Forms
- Attachment 11: Traffic Impact Analysis
- Attachment 12: Building Elevations
- Attachment 13: Commercial District Design Standards

We are hopeful that this application can be placed on the agenda for the January Planning Board Meeting. Thank you for your consideration, and please call me if you have any questions as you review the enclosed plans and information.



# TOWN OF WINDHAM MAJOR SUBDIVISION APPLICATION

## **Preliminary Plan**

(Section 910 – Subdivision Review, Submission Requirements)

The original signed copy of this application must be accompanied by:

- The required application and review escrow fees,
- Five (5) collated submission packets, which must include
  - Full size paper copies of each plan, map, or drawing, and
  - A bound copy of the required information found in Section 910 of the Land Use Ordinance.
    - The checklist below offers a brief description of these requirements for the purpose of determining the completeness of a submission. Please use the Ordinance for assembling the submission packets.
    - Only two (2) full copies of Stormwater Management Plan and Traffic Impact Study are required. Summaries and conclusions of the Stormwater Management Plan and Traffic Impact Study are adequate for the remaining three (3) submission packets.
- Electronic submission in PDF format of:
  - All plans, maps, and drawings.
    - These may be submitted as a single PDF file or a PDF for each sheet in the plan set.
  - A PDF of the required information found in Section 910 of the Land Use Ordinance

The submission deadline for Preliminary plans is three (3) weeks before the Planning Board meeting for which it will be scheduled.

Applicants are strongly encouraged to schedule a brief submission meeting with Planning Staff, to walk through the application checklist at the time a Planning Board submission is made. This will allow applicants to receive a determination of completeness, or a punch list of outstanding items, at the time a submission is made.

If you have questions about the submission requirements, please contact:

Windham Planning Department	(207) 894-5960, ext. 2
Jenn Curtis, Planner	<a href="mailto:jcurtis@windhammaine.us">jcurtis@windhammaine.us</a>
Amanda Lessard, Planning Director	<a href="mailto:allessard@windhammaine.us">allessard@windhammaine.us</a>

**Preliminary Plan - Major Subdivision**

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**Project Name:** Sunrise Cove Retirement Community

**Tax Map:** 7 **Lot:** 63&66

**Number of lots/dwelling units:** 66 **Estimated road length:** 2,840'

**Is the total disturbance proposed > 1 acre?**  **Yes**  **No**

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**Contact Information**

1. Applicant

Name: Chase Custom Homes & Finance, Inc.

Mailing Address: 290 Bridgton Road, Westbrook ME 04092

Telephone: 207-892-2700 Fax: \_\_\_\_\_ E-mail: jchase@cchfi.com

2. Record owner of property

\_\_\_\_\_ (Check here if same as applicant)

Name: John F. Chase Living Trust, Chase Custom Homes & Finance, Inc.

Mailing Address: 290 Bridgton Road, Westbrook, ME 04092

Telephone: 207-892-2700 Fax: \_\_\_\_\_ Email: jchase@cchfi.com

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: Jeff Amos, P.E.

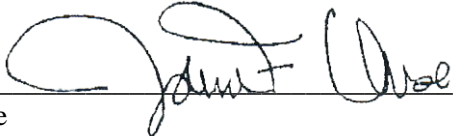
Company Name: Terradyn Consultants, LLC

Mailing Address: 41 Campus Drive, New Gloucester, ME 04260

Telephone: 207-926-5111 Fax: \_\_\_\_\_ E-mail: jeff@terradyconsultants.com

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

 12/23/2019  
Signature Date

**Preliminary Plan - Major Subdivision: Submission Requirements**

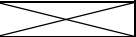
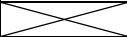
<b>A. Mandatory Written Information</b>		<b>Applicant</b>	<b>Staff</b>
1	A fully executed and signed application form	x	
2	Evidence of payment of the application and escrow fees	x	
3	Proposed name of the subdivision	x	
4	Verification of right, title, or interest in the property, and any abutting property, by deed, purchase and sales agreement, option to purchase, or some other proof of interest.	x	
5	Copy of the most recently recorded deed for the parcel, along with a copy of all existing deed restrictions, easements, rights-of-way, or some other proof of interest	x	
6	Copy of any existing or proposed covenants or deed restrictions intended to cover all or part of the lots or dwellings in the subdivision	x	
7	Copy of any existing or proposed easements on the property	x	
8	Name, registration number and seal of the Maine Licensed Professional Land Surveyor who conducted the survey	x	
9	Name, registration number and seal of any other licensed professional of the state who prepared the plan (if applicable)	x	
10	An indication of the type of sewage disposal to be used in the subdivision	<del>                    </del>	<del>                    </del>
	i. If connecting to public sewer, provide a letter from Portland Water District stating the District has the capacity to collect and treat the waste water	x	
	ii. If using subsurface waste water disposal systems (septic), submit test pit analyses prepared by a Maine Licensed Site Evaluator or Certified Soil Scientist. Test pit locations must be shown on a map.	x	
11	Indicate type of water supply system(s) to be used in the subdivision.	x	
12	If connecting to public water, submit a written statement from the Portland Water District indicating there is adequate supply and pressure for the subdivision.	-	
13	Names and addresses of the record owner, applicant, and adjoining property owners	x	
14	An acceptable title opinion proving right of access to the proposed subdivision or site for any property proposed for development on or off of a private way or private road.	n/a	
15	The name and contact information for the road association who's private way or road is used to access the subdivision.	n/a	

		Applicant	Staff
16	Financial Capacity.	<input type="checkbox"/>	<input type="checkbox"/>
	i. Estimated costs of development, and itemization of major costs	under separate cover	
	ii. Financing - provide one of the following:	<input type="checkbox"/>	<input type="checkbox"/>
	a. Letter of commitment to fund from financial institution, governmental agency, or other funding agency		
	b. Annual corporate report with explanatory material showing availability of liquid assets to finance development		
	c. Bank statement showing availability of funds if personally financing development	under separate cover	
	d. Cash equity commitment		
	e. Financial plan for remaining financing		
	f. Letter from financial institution indicating an intention to finance		
	iii. If a corporation, Certificate of Good Standing from the Secretary of State		
17	Technical Capacity	<input type="checkbox"/>	<input type="checkbox"/>
	i. A statement of the applicant's experience and training related to the nature of the development, including developments receiving permits from the Town.	x	
	ii. Resumes or similar documents showing experience and qualifications of full-time, permanent or temporary staff contracted with or employed by the applicant who will design the development.	x	

<b>B. Mandatory Plan Information</b>			
1	Name of subdivision, date and scale	x	
2	Stamp of the Maine License Professional Land Surveyor that conducted the survey, including at least one copy of original stamped seal that is embossed and signed	x	
3	Stamp with date and signature of the Maine Licensed Professional Engineer that prepared the plans.	x	
4	North arrow identifying all of the following: Grid North, Magnetic North, declination between Grid and Magnetic, and whether Magnetic or Grid bearings were used in the plan design	x	
5	Location map showing the subdivision within the municipality	x	
6	Vicinity plan showing the area within 250 feet, to include:	<input type="checkbox"/>	<input type="checkbox"/>
	i. approximate location of all property lines and acreage of parcels	x	
	ii. locations, widths, and names of existing, filed, or proposed streets, easements or building footprints	x	
	iii. location and designations of any public spaces	n/a	
	iv. outline of proposed subdivision, together with its street system and indication of future probably street system, if the proposed subdivision encompasses only part of the applicants entire property.	n/a	
7	Standard boundary survey of parcel, including all contiguous land in common ownership within the last 5 years	x	
8	Proposed lot lines with approximate dimensions and area of each lot.	n/a	
9	Contour lines at 2-foot intervals, or at intervals required by the Board, showing elevations in relation to the required datum.	x	



		Applicant	Staff
10	Typical cross sections of the proposed grading for roadways, sidewalks, etc., including width, type of pavement, elevations, and grades.	x	
11	Wetland areas shall be delineated on the survey. If none, please note.	x	
12	Number of acres within the proposed subdivision, location of property lines, existing buildings, vegetative cover type, specimen trees, if present, and other essential existing physical features.	x	
13	Rivers, streams, and brooks within or adjacent to the proposed subdivision. If any portion of the proposed subdivision is located in the direct watershed of a great pond, note which great pond.	x	
14	Zoning district in which the proposed subdivision is located, and the location of any zoning boundaries affecting the subdivision.	x	
15	Location & size of existing and proposed sewers, water mains, culverts, bridges, and drainage ways on or adjacent to the property to be subdivided. The Board may require this information to be depicted via cross-section, plan or profile views.	x	
16	Location, names, and present width of existing streets, highways, easements, building lines, parks, and other open spaces on or adjacent to the subdivision	x	
17	Location and widths of any streets, public improvements, or open space within the subdivision (if any) shown on the official map and the comprehensive plan	x	
18	All parcels of land proposed to be dedicated to public use and the conditions of such dedication.	n/a	
19	Location of any open space to be preserved or common areas to be created, and general description of proposed ownership, improvement, and management	n/a	
20	Approximate location of treeline after development	x	
21	Delineate boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the Town's Flood Insurance Rate Map	n/a	
22	Show any areas within or adjacent to the proposed subdivision which have been identified by the Maine Department of Inland Fisheries and Wildlife "Beginning with Habitat project maps or within the Comprehensive Plan..	n/a	
23	Show areas within or adjacent to the proposed subdivision which are either listed on or eligible for the National Register of Historic Places, or have been identified in the comprehensive plan or by the Maine Historic Preservation Commission as sensitive or likely to contain such sites	n/a	
24	Erosion & Sedimentation control plan, prepared in accordance with MDEP Stormwater Law Chapter 500 Basic Standards, and the MDEP Maine Erosion and Sediment Control Best Management Practices, published March 2003.	x	
25	Stormwater management plan, prepared by a Maine Licensed Professional Engineer in accordance with the most recent edition of Stormwater Management for Maine: BMPS Technical Design Manual, published by the MDEP 2006.	x	
26	For Cluster Subdivisions that do not maximize the development potential of the property being subdivided, a conceptual master plan for the remaining land showing future roads, Open Space, and lot layout, consistent with the requirements of 911.K., Custer Developments will be submitted.	n/a	

<b>C. Submission information for which a waiver may be granted.</b>		<b>Applicant</b>	<b>Staff</b>
1	High-intensity soil survey by a Certified Soil Scientist	x	
2	Landscape Plan	x	
3	Hydrogeologic assessment - required if i) subdivision is not served by public sewer and <u>either</u> any part of the subdivision is over a sand and gravel aquifer <u>or</u> has an average density of more than one dwelling unit per 100,000 square feet, or ii) where site considerations or development design indicate greater potential of adverse impacts on groundwater quality.	x	
	a) map showing basic soil types	x	
	b) depth to the water table at representative points	x	
	c) Drainage conditions throughout the subdivision	x	
	d) data on existing ground water quality	x	
	e) analysis and evaluation of the effect of the subdivision on groundwater	x	
	f) map showing location of any subsurface wastewater disposal systems and drinking water wells within the subdivision & within 200 feet of the subdivision boundaries.	x	
4	Estimate of the amount and type of vehicular traffic to be generated on a daily basis and at peak hours	x	
5	Traffic Impact Analysis for subdivisions involving 28 or more parking spaces or projected to generate more than 140 vehicle trips per day.	x	
6	If any portion of the subdivision is in the direct watershed of a great pond,		
	i) phosphorous impact analysis and control plan	x	
	ii) long term maintenance plan for all phosphorous control measures	x	
	iii) contour lines at an interval of 2 feet	x	
	iv) delineate areas with sustained slopes greater than 25% covering more than one acre	x	
<b>Electronic Submission</b>		x	

Final Plan - Major Site Plan: Submission Requirements		Applicant	Staff
a.	Complete Sketch Plan Application form	x	
b.	Evidence of payment of application and escrow fees	x	
c. Written information - submitted in bound report			
1	A narrative describing the proposed use or activity	x	
2	Name, address, & phone number of record owner, and applicant if different	x	
3	Names and addresses of all abutting property owners	x	
4	Documentation demonstrating right, title, or interest in property	x	
5	Copies of existing proposed covenants or deed restrictions	x	
6	Copies of existing or proposed easements on the property	x	
7	Name, registration number, and seal of the licensed professional who prepared the plan, if applicable	x	
8	Evidence of applicant's technical capability to carry out the project	x	
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	x	
10	Estimated demand for water supply and sewage disposal	x	
11	Provisions for handling all solid wastes, including hazardous and special wastes	x	
12	Detail sheets of proposed light fixtures	under separate cover	
13	Listing of proposed trees or shrubs to be used for landscaping	x	
14	Estimate weekday AM and PM and Saturday peak hour and daily traffic to be generated by the project	x	
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 animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archeological resources	x	
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:		
	stormwater calculations	x	
	erosion and sedimentation control measures	x	
	water quality and/or phosphorous export management provisions	x	
17	If public water or sewerage will be utilized, provide statement from 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.	---	
18	Financial Capacity		
	i. Estimated costs of development and itemize estimated major expenses	under separate cover	
	ii. Financing (submit one of the following)		
	a. Letter of commitment to fund		

	b. Self-financing		
	1. Annual corporate report		
	2. Bank Statement	under separate cover	
	c. Other		
	1. Cash equity commitment of 20% of total cost of development		
	2. Financial plan for remaining financing		
	3. Letter from institution indicating intent to finance		
	iii. If a registered corporation a Certificate of Good Standing from:		
	Secretary of State, or		
	statement signed by corporate officer		
19	Technical Capacity (address both)		
	i. Prior experience	X	
	ii. Personnel	X	
	<b>d. Plan Requirements - Existing Conditions</b>		
	i. Location Map adequate to locate project within the municipality	X	
	ii. Vicinity Plan. Drawn to scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:	X	
	a. Approximate location of all property lines and acreage of parcels	X	
	b. Locations, widths and names of existing, filed or proposed streets, easements or building footprints	X	
	c. Location and designations of any public spaces	X	
	d. Outline of proposed subdivision, together with its street system and an indication of the future probable street system of the remaining portion of the tract	X	
	iii. North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used	X	
	iv. Location of all required building setbacks, yards, and buffers	X	
	v. Boundaries of all contiguous property under the total or partial control of the owner or applicant	X	
	vi. Tax map and lot number of the parcel or parcels on which the project is located	X	
	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.	X	
	viii. Bearings and lengths of all property lines of the property to be developed, and the stamp of the surveyor that performed the survey.	X	
	ix. Existing topography of the site at 2-foot contour intervals	X	
	x. Location and size of any existing sewer and water mains, culvers 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.	X	
	xi. Location, names, and present widths of existing public and/or private streets and rights-of way within or adjacent to the proposed development	X	
	xii. Location, dimensions, and ground floor elevation of all existing buildings	X	

xiii.	Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site.	x	
xiv.	Location of intersecting roads or driveways within 200 feet of the site.	x	
xv.	Location of the following:	<del>                    </del>	<del>                    </del>
	a. Open drainage courses	x	
	b. Wetlands	x	
	c. Stone walls	x	
	d. Graveyards	n/a	
	e. Fences	x	
	f. Stands of trees or treeline, and	x	
	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	x	
xvi.	Direction of existing surface water drainage across the site	x	
xvii.	Location, front view, dimensions, and lighting of existing signs	under separate cover	
xviii.	Location & dimensions of existing easements that encumber or benefit the site	x	
xix.	Location of the nearest fire hydrant, dry hydrant, or other water supply	x	
<b>Plan Requirements - Proposed Development Activity</b>			
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	x	
ii.	Grading plan showing the proposed topography of the site at 2-foot contour intervals	x	
iii.	Direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	x	
iv.	Location and proposed screening of any on-site collection or storage facilities	x	
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	x	
vi.	Proposed landscaping and buffering	x	
vii.	Location, dimensions, and ground floor elevation of all buildings or expansions	x	
viii.	Location, front view, materials and dimensions of proposed signs together with method for securing sign	under separate cover	
ix.	Location and type of exterior lighting. Photometric plan to demonstrate coverage area of all lighting may be required by Planning Board.	under separate cover	
x.	Location of all utilities, including fire protection systems	x	
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	x	

2. Major Final Site Plan Requirements			
a.	Narrative and/or plan describing how the proposed development plan relates to the sketch plan	x	
b.	Stormwater drainage and erosion control program showing:	<del>x</del>	<del>x</del>
	1. Existing and proposed method of handling stormwater runoff	x	
	2. 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.)	x	
	3. Location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewers	x	
	4. Engineering calculations used to determine drainage requirements based on the 25-year, 24-hour storm frequency.	x	
	5. Methods of minimizing erosion and controlling sedimentation during and after construction.	x	
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	n/a	
d.	Name, registration number, and seal of the Maine Licensed Professional Architect, Engineer, Surveyor, Landscape Architect and/or similar professional who prepared the plan	x	
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	x	
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 pertaining to provisions that will be made to retain and protect existing trees, shrubs, and other vegetation	x	
g.	Digital transfer of any site plan data to the town (GIS format)	x	
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	x	
<b>Electronic Submission</b>		x	

MAINE REAL ESTATE TAX-Paid

**QUITCLAIM DEED  
WITH COVENANT**  
Maine Statutory Short Form

**DLN: 1001640008338**

KNOW ALL PERSONS BY THESE PRESENTS, that ARTHUR P. MCDERMOTT, with a mailing address at c/o Claire Langlois, 85 Mast Road, Falmouth, Maine 04105, for consideration paid, grants to CHASE CUSTOM HOMES AND FINANCE, INC., with a mailing address of P.O. Box 897, Westbrook, Maine 04098, with QUITCLAIM COVENANTS, the following described real estate:

See Exhibit A attached hereto and incorporated herein.

Reference is made to a Warranty Deed from Percival O. Bailey and Avis L. Bailey to Patricia K. McDermott and Arthur P. McDermott dated October 31, 1964 and recorded in Cumberland County Registry of Deeds in Book 2862, Page 62. Arthur P. McDermott is the sole surviving joint tenant since the death of Patricia K. McDermott of Falmouth, Maine on September 5, 2015.

IN WITNESS WHEREOF, the said Arthur P. McDermott has caused this instrument to be signed and sealed by Claire Langlois, Attorney in Fact for Arthur P. McDermott, this 24th day of June, 2016.

WITNESS:

  
\_\_\_\_\_

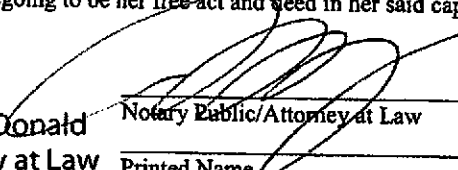
By Claire Langlois by POA  
Claire Langlois, Attorney in Fact under  
Power of Attorney dated November 17, 2011

STATE OF MAINE  
CUMBERLAND, SS.

June 24, 2016

Personally appeared the above-named Claire Langlois, Attorney in Fact for Arthur P. McDermott, and acknowledged the foregoing to be her free act and deed in her said capacity.

Matthew J. McDonald  
Maine Attorney at Law

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
\_\_\_\_\_  
Printed Name

## EXHIBIT A

A certain lot or parcel of land, with the buildings thereon, situated on the northeasterly side of the Bridgton Road, in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the northeasterly side line of the Bridgton Road at the southerly corner of land conveyed by Ione F. Cobb to Sarah M. Cobb, by deed recorded in Cumberland County Registry of Deeds in Book 1671, Page 25; thence southeasterly by the Bridgton Road five hundred (500) feet to an iron pipe; thence northeasterly parallel with said Cobb land forty-five (45) rods to an iron pipe; thence northwesterly parallel with the Bridgton Road five hundred (500) feet, more or less, to an iron pipe at the southeasterly side line of said Cobb land; thence southwesterly by said Cobb land forty-five (45) rods, more or less, to the point of beginning. Containing eight and one-half (8 ½) acres, more or less.

Excepting, however, so much of the premises above-described as was conveyed by Percival O. Bailey and Avis L. Bailey to Henry L. Foster, et al. by deed dated November 4, 1932, and recorded in said Registry of Deeds in Book 1409, Page 385, and by deed dated November 24, 1941, and recorded in said Registry of Deeds in Book 1649, Page 411, and so much of the said premises as is conveyed by Percival O. Bailey, et al. to Robert H. Bailey et al. by deed dated June 12, 1947, and recorded in said Registry of Deeds in Book 1876, Page 40.

Subject to a drainage easement and plunge pool and vegetated buffer easement granted to the State of Maine Department of Transportation as set forth in a Notice of Layout and Taking dated April 9, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19354, Page 256 as shown and depicted on a State of Maine Department of Transportation Right of Way Map for State Highway "14" (U.S. Route 302) as Federal Aid Project No. F-NH-014(58)E Part II dated July of 2002 and recorded in the Cumberland County Registry of Deeds in Book on October 4, 2007 in Plan Book 207, Page 587.

Also another certain lot or parcel of land, with any buildings thereon, situated on the northeasterly side of the Bridgton Road in said Town of Windham, and in the Town of Falmouth, in said County and State, bounded and described as follows:

Beginning at an iron pipe on the northeasterly side line of the Bridgton Road at the southerly corner of the first parcel of land herein described;

Thence southeasterly by the Bridgton Road to an iron stake at the westerly corner of land conveyed by Ione F. Cobb to Donald H. Mears by deed dated July 17, 1946, and recorded in said Registry of Deeds in Book 1833, Page 373;

Thence northeasterly by said Mears land to the northerly corner thereof;

Thence southeasterly by said Mears Land to the westerly corner of land conveyed by Avis L. Bailey to Amos A. Hawkes by deed dated Sept. 1, 1937, and recorded in said Registry of Deeds in Book 1533, Page 251;



Thence northeasterly by said Hawkes land to a stake at the southerly end of a small sandy beach on the shore of Highland Lake;

Thence northerly by the shore of Highland Lake to the southerly corner of land conveyed by Avis L. Bailey et al, to Sadie C. Dow, by deed dated September 16, 1944, and recorded in said Registry of Deeds in Book 1847, Page 461;

Thence northwesterly by said Dow land Four Hundred (400) feet, more or less, to a stake in the southeasterly side of a right of way;

Thence southwesterly by the edge of said right of way to the northeasterly side line of the first parcel of land herein described;

Thence southeasterly by said first parcel to the easterly corner thereof;

Thence southwesterly by said first parcel to the point of beginning.

Excepting, however, so much of said premises as was conveyed by Avis L. Bailey to Anna Mae Southard et al, by deed dated June 24, 1954, and recorded in said Registry of Deeds in Book 2181, Page 311.

This conveyance is made subject, however, to the rights and privileges conveyed by Avis H. Bailey, et als, to Cumberland County Power and Light Company by deed dated July 2, 1931, and recorded in said Registry of Deeds in Book 1378, Page 56.

This conveyance is made together with and subject to all easements, rights of way, appurtenances, conditions, and encumbrances of record to the extent still in full force and effect.

Also RELEASING all of Grantor's interest in the following described premises:

A certain lot or parcel of land, with the buildings thereon, situated on the Northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a 5/8" capped rebar (#1328) set in the ground on the Northeasterly side line of Roosevelt Trail at the Westerly corner of land now or formerly of Esad & Hajrija Tikvesa (21,759/158);

Thence N 65°33'50" E along land of the said Tikvesa 216.05 feet to an iron pin found set in the Northerly corner of land of the said Tikvesa and the Westerly corner of land of the Patricia K. McDermott Revocable Living Trust (27,721/92);

Thence N 78°27'09" E along land of the said Trust 134.66 feet to the end of a stone wall;

Thence S 57°43'03" E continuing along land of the said Trust 917.23 feet to a 5/8" capped rebar (#1328) set in the ground at the Westerly corner of land now or formerly of Alerton H. Hawkes (15,152/263);

Thence N 32°16'57" E along land of the said Hawkes 332 feet more or less, passing through an iron pipe found set in the ground at the shore of Highland Lake;

Thence Northerly by the shore of Highland Lake 582 feet more or less to a small stream and the Southerly corner of land now or formerly of John A. & Katheryn G. Dow (20,634/27);

Thence Northerly along the center of the said stream and land of the said Dow 280 feet more or less to a point;

Thence N 50°15'56" W continuing along land of the said Dow, passing through a 5/8" capped rebar (#2273), a distance of 433.23' to a 5/8" capped rebar (#2273) found set in the ground at the Westerly corner of land of the said Dow;

Thence N 39°33'00" E continuing along land of the said Dow 41.33 feet to a 5/8" capped rebar (#2273) found set in the ground;

Thence N 45°43'30" E continuing along land of the said Dow 59.04 feet to a 5/8" capped rebar (#2273) found set in the ground;

Thence N 72°54'38" E continuing along land of the said Dow 76.96 feet to a 5/8" capped rebar found set in the ground;

Thence N 63°11'42" E continuing along land of the said Dow 145.80 feet to a point;

Thence N 43°36'52" E continuing along land of the said Dow 125.32 feet to a stone wall on the Southwesterly side line of land now or formerly of Kirkpatrick (31,652/273);

Thence N 36°38'37" W along land of the said Kirkpatrick, crossing Dow Road 21.08 feet to a 5/8" capped rebar (#2080) found set in a stone wall corner marking the Easterly corner of land now or formerly of Patricia K. McDermott Revocable Living Trust (27,721/90);

Thence S 59°40'35" W along the said stone wall and land of the said Trust 446.86 feet to a point;

Thence S 66°14'37" W continuing along the said stone wall and land of the said Trust 137.59 feet to the end of the said stone wall;

Thence S 83°19'01" W continuing along land of the said Trust 323.27 feet to land now or formerly of Daniel A. Liberty, Jr. (13,238/300);

Thence S 57°03'50" W along land of the said Liberty 660.53 to a point on the said side line of Roosevelt Trail;

Thence Southeasterly along the said side line of Roosevelt Trail following a curve to the left having a radius of 1929.11 feet a distance of 147.70 feet to a point;

Thence S 22°29'24" E continuing along the said side line of Roosevelt Trail 41.24 feet to a point;

Thence S 31°22'28" E continuing along the said side line of Roosevelt Trail 378.94 feet to the point of beginning.

All bearings are Magnetic of the year 1966.

This conveyance is made subject to the rights of others in and to the said Dow Road as it crosses the above described lot.

This conveyance is made subject to a drainage easement granted to the State of Maine. See Notice of Layout and Taking recorded in the Cumberland County Registry of Deeds in book 19,354 page 256.

This conveyance is made together with and subject to all easements, rights of way, appurtenances, conditions, and encumbrances of record to the extent still in full force and effect.

Reference is herein made to a plan entitled "Plan of Land On Dow Lane & Roosevelt Trail In Windham & Falmouth, Maine For Claire Langlois" prepared by Wayne Wood & Co. dated \_\_\_\_\_, 2016 and recorded on even date herewith.

**DECLARATION OF SUNRISE COVE CONDOMINIUMS**

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**DECLARATION OF SUNRISE COVE CONDOMINIUMS**

**ARTICLE 1  
DECLARATION OF CONDOMINIUM PROPERTY**

THIS DECLARATION OF COTTAGE COURT CONDOMINIUMS ("Declaration") is executed by **Sunrise, LLC**, a Maine limited liability company ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act").

**§1.1 Declaration of Property.** The Declarant as the owner in fee simple of land located on Roosevelt Trail in the Town of Windham, County of Cumberland and State of Maine described in **Exhibit A**, the buildings and improvements now or hereafter located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act (the "Condominium") known as the Sunrise Condominiums. The name of the Unit Owners' association is the Sunriset Cove Condominium Association, a Maine nonprofit corporation (the "Association"). Initially, the Condominium consists of the Property and the initial units known as \_\_\_\_\_.

As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically construct and legally create up to a total of sixty (60) Condominium Units with associated Common Elements.

**§1.2 Applicability.** This Declaration shall govern the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and to the Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

**§1.3 Defined Terms.** Capitalized terms not otherwise defined in this Declaration or on the Plat and shall have the meanings specified in the Condominium Act.

**§1.4 Interpretation.** In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat, the provisions of this Declaration shall govern.

**ARTICLE 2  
DESCRIPTION OF PROPERTY**

**§2.1 Description of the Property.** A legal description of the Property included in the Condominium is set forth in **Exhibit A**. The location and dimensions of the Property included in the Condominium are depicted on the Condominium Plat entitled "Site Plan of Sunrise Cove Condominiums" dated \_\_\_\_\_, 2019 as amended through

\_\_\_\_\_, 2019 by \_\_\_\_\_ and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Plat"), a reduced copy of which is attached hereto as **Exhibit B**.

**§2.2 Location and Dimensions of Buildings and Units.** The term "Building" means any building erected or hereafter erected on the Property containing one or more Units or Limited Common Elements, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a building. The proposed location and dimensions of the Buildings and other improvements which may be erected on the Property, including Common Elements, are shown on the Plat.

The proposed location and dimensions of each Unit together with its appurtenant Limited Common Elements are depicted on the Plat. The proposed location and dimensions of each Building and Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Plat, as further appears in Article 5 below.

**§2.3 Recorded Plat.** The original Plat and any amendments thereto shall be recorded with this Declaration in the Cumberland County Registry of Deeds.

**§2.4 Condominium Documents.** "Condominium Documents" means this Declaration, the Plat, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

### ARTICLE 3 CONDOMINIUM UNITS

**§3.1 Creation of Subsequent Units.** Initially \_\_\_\_\_ Units are created under this Declaration, being Units \_\_\_\_\_. The Declarant has reserved the right to create up to \_\_\_\_\_ additional Units for a total of up to sixty (60) Units. For each Unit subsequently created pursuant to this Declaration, its Allocated Interests shall be set forth in an amendment to **Exhibit C**, and a description of such Unit including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit shall be shown on the Plat.

**§3.2 Description of the Units.** "Unit" consist of parcels of land that are a portion of the Property together with the air space above the surface of the earth, the vertical boundaries of such unit, the identification number of the unit, and approximate area of the unit being shown on the Plat, along with the limited common elements appurtenant thereto, which are further described in Article IV, below. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat of the Property as amended from time to time.



**§3.3 Unit Boundaries.** The boundaries of each Unit created under this Declaration shall be shown on the Plat, and consist of:

A. Horizontal Boundaries: The lower horizontal boundary of each unit is the final graded physical surface of the earth, whether natural or disturbed, approximately as shown on the Plat, extending to an intersection with the vertical (perimeter) boundaries. The units have no upper horizontal boundaries.

B. Vertical (perimeter) Boundaries: The vertical boundaries of the Units generally are the vertical planes in the locations depicted as the perimeter of the Units on the Plat (shown as dashed lines) and being perpendicular to the general surface of the earth within the unit and extending skyward from the lower horizontal boundary.

All residential dwellings, garages, and other structures, fixtures and improvements at any time located within a Unit's boundaries, whenever constructed, are a part of that Unit, except as expressly provided in this Article 3 and elsewhere in this Declaration.

A Unit does not include: the earth and land underlying a Unit's lower horizontal boundary and any improvements therein from time to time, all pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes and water and sewer utility lines which serve more than one Unit or the common elements (excepting equipment owned by public and municipal utilities) up to the valve, switch or shutoff between common and exclusively used portions thereof, with the valve, shut off or switch being a part of the Unit; the driveway leading to the Unit garage from the common drives and access ways shown on the Plat.

Because the initial Units in the Condominium do not have horizontal boundaries corresponding to physical, man-made structures, no plans are presently included with this Declaration, and all information required by section 1602-109(d) of the Condominium Act appears on the Plat.

**§3.4 Allocated Interests.** The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in **Exhibit C**.

The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by formula represented by a fraction wherein the numerator is 1 and the denominator is the total number of Units which have been created in the Condominium subject to rounding in order to permit ease of administration; provided, however, that the percentage stated in Exhibit D (as it may be amended) shall prevail in any event. Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

**ARTICLE 4**  
**COMMON ELEMENTS, LIMITED COMMON ELEMENTS**

**§4.1 Common Elements.** The term "Common Elements" means the entire Property other than the Units, and includes:

- i. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, and all roads, drives, landscaping, vegetation;
- ii. The utility lines, pipes, wires, electrical and transmission wires and conduits, life safety systems, distribution pipes, and water and sewer utility lines, sewer pump station and other equipment and fixtures which serve more than one Unit or the Common Elements (excepting lines and equipment owned by public and municipal utilities or which form portions of the Units as defined above);
- iii. Stormwater facilities, detention systems and ponds;
- iv. 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 in this Declaration.

**§4.2 Limited Common Elements.** The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units in accordance with this Declaration. Limited Common Elements, consist of the following: in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act: for each Unit the driveway leading to the Unit from the common drives and access ways as shown on the Plat and all land and improvements located within the Limited Common Element boundary area of each Unit as shown on the Plat and the improvements located in the earth under each unit's lower horizontal boundary from time to time.

**§4.3 Common Elements to Remain Undivided.** The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

**§4.4 Alteration of Common Elements by the Declarant.** Until all Units have been sold and the Declarant's obligations under purchase and sale agreements for all Units have been satisfied, the Declarant reserves the right to modify, alter, repair or improve portions of the Common Elements, including without limitation, any equipment, fixtures and

appurtenances, and further reserves an easement over the Common Elements in order to discharge its obligations and to exercise any Declarant Rights, whether arising hereunder or under the Condominium Act.

## **ARTICLE 5 DECLARANT'S RIGHTS AND PHASING**

**§5.1 Development Rights.** The Declarant reserves the rights:

(a) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, locate in the Common Elements and Units of the Property, even though not depicted on the Plat, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

(b) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, 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;

(c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

(d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices; permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and use unsold Units for construction, sales, leasing and display purposes;

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration;

(f) Until the construction, marketing and sale of all Units is completed (including any future Units which may be created hereunder), to approve of the creation of easements between a Unit and an adjoining limited common element in accordance with Section 4.4 of the Declaration in accordance with the standards set forth therein;

(g) Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit to perform warranty-related work, whether for the benefit of than Unit or any other Unit;

(h) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements for public utilities running over, through or under the Common Elements

(i) Those rights established under Sections 3.6 and 4.5 of the Declaration;

(j) Those rights established under the Condominium Act.

The exercise of Development Rights shall be subject to the following restriction:

**§ 5.2 PHASING.** Developer reserves the rights but not the obligation until seven (7) years from the date of the recording of this Declaration:

A. To create on the Property a total of up to sixty (60) Units, Common Elements and Limited Common Elements appurtenant to such Units on the Property as described in the attached Exhibit A, all pursuant to Section 1602-110 of the Condominium Act. Said conversion creating additional Units may be composed of up to a total of \_\_\_\_\_ buildings plus Limited Common Elements. The projected location and approximate dimensions of the Units and Limited Common Elements for said buildings are shown on the Plat. Said additional buildings, Units and Limited Common Elements need not be built with the configurations or in the locations as shown on the Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion, subject to the restrictions set forth in Section 5.1 above. Upon the addition of Units, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Building Phase(s) and the Allocated Interests of the Units shall be reallocated in accordance with the formulas set forth in this Declaration and as more particularly set forth in the amendment adding said Units.

All such future Units, Common Elements and Limited Common Elements *shall be* consistent with the initial Units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium, must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units *shall apply* to such Units including, without limitation, the restriction to residential use set forth herein. Declarant need not add said buildings or said Limited Common Elements to the Condominium and hence said buildings, Units, Common Elements and Limited Common Elements NEED NOT BE BUILT. All improvements within a future Building Phase must be substantially completed upon the addition to the Condominium. The Declarant must exercise its rights hereunder within seven (7) years of the recording of this Declaration.

B. To convert Units into Common Elements or Limited Common Elements, to convert Common Elements into Units, to withdraw real estate from the Condominium and to modify, extend or relocate roads, paths, utility lines and common driveways in the Condominium (provided that no such modification or relocation shall be undertaken in such a manner so as to permanently deprive any Unit of access or utilities).

C. Upon the addition of such Units to the Condominium, the withdrawal of Units from the Condominium, or the conversion of Units into or from Common Elements, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of this Declaration and Exhibit D shall be amended accordingly.

D. To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Plat as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person.

**§5.3 Assignment.** All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant to any person or entity which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

#### **§5.4 Amendment, Waiver, Etc.**

ARTICLE 5 and Sections 4.5 shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive its Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

**ARTICLE 6**  
**CONDOMINIUM ASSOCIATION**

**§6.1 The Association.** The term "Association" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Non Profit Corporation Act. The membership of the Association at all times shall consist exclusively of all Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him in interest.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act and the Maine Non Profit Corporation Act.

**§6.2 Board of Directors Powers; Declarant Control Period.** Except as otherwise provided in Section 1603-103(b) of the Condominium Act, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units, other than a conveyance to a successor Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors, and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Unit Owners.

Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) and no more than five (5) natural persons, the exact number of which shall be established by the Bylaws of the Association but which shall not exceed the number of Units which have been created hereunder. A majority of such members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

The transition from Declarant-appointed members of the Board of Directors to the Unit Owners generally shall occur no later than the earlier of (a) sixty (60) days after the conveyance of 75% of the Units to purchasers other than a successor Declarant, or (b) seven (7) years following conveyance of the first Unit to a Purchaser, or (c) at such earlier date as

the Declarant in its sole discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act in the place and stead of those resigning.

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

**§6.3 Bylaws.** The initial bylaws of the Association are attached hereto as **Exhibit D**.

**§6.4 Rules and Regulations.** The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

## **ARTICLE 7 COMMON CHARGES AND ASSESSMENTS**

**§7.1 Common Expenses and Service Charges.** The term “Common Expenses” include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property and the rendering to Unit Owners of all related services.

The term "Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which may be assessed against the Unit(s) to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Unit(s), as the Board of Directors may periodically establish and determine. If all Units have similar Limited Common Elements, then all Units shall pay such expenses in accordance with their Common Expense Liabilities.

The term “Service Charges” shall mean charges for services benefiting fewer than all the Units, which are assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act, this Declaration and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the Condominium and the Property shall be borne by the Unit Owners by means of assessments as set forth herein.

**§7.2 Allocation and Payment of Assessments of Common Expenses.** The total amount of common expenses shall be assessed to the Units as follows.

(a) The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein.

(b) If the Board of Directors determine that a Limited Common Expense benefits less than all Units in a manner which is not uniform among all Units, then such Limited Common Expense may be assessed solely against the benefited Unit in proportion to the relative Common Expense liabilities of such Units as between themselves, all as the Board of Directors may periodically determine. If a Limited Common Expense uniquely benefits a single Unit, that Limited Common Expense may be assessed solely against the Unit benefited, as the Board of Directors shall determine.

(c) For electricity, telephone and cable television services if any, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit. Any electricity serving the Common Elements and the expenses of the maintenance, repair and replacement of the water and system shall be assessed to each Unit as a Common Expense, subject to the right of the Association to sub-meter and then separately charge for water and sewer services supplied to the Units as Service Charges.

(d) Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Service Charges and penalties, fines, interest and costs of collection including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration and the Bylaws.

(e) In any event no later than 60 days after the first Unit is conveyed, all Units owners including the Declarant shall commence paying monthly common charges to the Association for all Units which have been legally created and submitted to the Condominium.

**§7.3 Service Charges.** The Association shall have the express power to assess a Unit and the owner thereof as a “Service Charge” for services rendered to that Unit. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:



(i) If a Unit Owner, members of his family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his Unit, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge.

(ii) Fees, if any, which may be established by the Board of Directors for the use and maintenance of water, sewer and/or other utility services and equipment, if not separately metered and billed by the public utility supplier, may be measured separately by such methods and systems established by the Board of Directors in their discretion. The expense of any public utility charges for water and sewer services and of associated equipment maintenance and repair and reasonable reserve allowances, if not separately metered and billed by the public utility supplier, may also be calculated by the Board of Directors in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Board of Directors may charge Unit Owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems may be assessed either as a common expense or as a service charge. The expense of water and sewer services for the Common Elements may be assessed as a common expense or as a service charge at the election of the Board of Directors.

(iii) Insurance premiums for permanent improvements to Units installed by Unit Owners and insured by the request of the Unit Owner with the Association's hazard insurance carrier.

#### **§7.4 Payment of and Lien for Assessments, Service Charges, Fines, Etc.**

(a) Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date that the Board of Directors may determine, one-twelfth (1/12<sup>th</sup>) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges and revised Common Expenses including revised Limited Common Expenses, assessed against his Unit; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws or the Condominium Act, all interest at the rate of 18% per annum or such lesser rate as may be established by the Board of Directors, and late charges and legal fees and other costs of collection thereof.

If for any reason the Association shall revise its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due each Unit Owner shall pay to the Association or its authorized representative such revised annual Common Expenses, including Limited Common Expenses, assessed against his Unit.

(b) The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, Service Charges, any special assessment, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full.

(c) The lien for assessments described in subparagraph (b) may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(d) Upon a default in the payment of any amount due the Association or a violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

**§7.5 Liability.** Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, special assessments, Service Charges, interest, fees, penalties and costs of collection. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those assessments, common charges, etc. arising prior to the conveyance. A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the

Board of Directors,. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest, late fees and costs of collection accruing thereafter.

**§7.6 Budget.** The proposed budget adopted by the Association's Board of Directors shall be adopted unless rejected by a two-thirds (2/3) vote of all Unit Owners within 60 days of the date adopted by the Board of Directors.

**§7.7 Working Capital Fund.** At the time of the initial transfer of title by the Declarant the purchaser of each Unit shall pay to the Association an amount equal to two (2) months common charges, to be used in accordance with such purposes approved by the Board of Directors from time to time, including without limitation, to cover any operating deficit, to meet unfunded expenditures, for capital reserves or to purchase any additional equipment or services. Such fund shall be owned by the Association and held at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

## **ARTICLE 8 MAINTENANCE AND USE**

**§8.1 General Maintenance Responsibilities.** Except as provided elsewhere in this Declaration, the Units and Common Elements shall be generally maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 1602-107(a) of the Condominium Act.

**§8.2 Maintenance of Common Elements.** Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including without limitation the maintenance of any stormwater system, all as determined by the Board of Directors. If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owners responsible as a Service Charge.

**§8.3 Maintenance and Repair of Unit and of Limited Common Elements.** Each Unit Owner shall keep and maintain all buildings, structures, improvements and fixtures within and upon a Unit and the Limited Common Elements allocated exclusively to that Unit, including without limitation the yard area and driveway, in good order, condition and repair and in a clean and sanitary condition, all at the Unit Owner's sole cost and expense, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all exterior redecorating and painting that may at any time be necessary to maintain the good appearance and condition of his or her Unit comparable to new and otherwise in accordance with the standards and schedules established by the Board from time to time. Notwithstanding the foregoing, the Association shall be responsible for snowplowing the driveway of each Unit and mowing the lawn of the Limited Common Element of each Unit. Each Unit Owner shall be responsible for shoveling snow from all walkways located within the Limited Common Element of each Unit and for landscaping the Limited Common

element of their respective Unit. Each Unit Owner shall perform his maintenance responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. If any Unit Owner fails to perform such maintenance or repair within one hundred and eighty (180) days of written notice from the Association or in the event of emergency, the Association through its officers or managing agent shall have the right, but not the obligation, to enter the Limited Common Element of each Unit and perform such maintenance or repair in the name of the Owner. The Association shall be entitled to assess the expense thereof as a Service Charge due in full at the time of the next regular monthly payment. Each Unit Owner shall promptly report to the Board or the managing agent any defect or need for repairs to the Common Elements and Limited Common Elements for which the Association is responsible pursuant to this Declaration or the Condominium Act.

No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

Only ordinary household waste in normal quantities shall be deposited into the sewage system. No person shall pour any grease or non-household chemical into the sewage system.

Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

**§8.4 Liability of Owner.** Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for, all costs of maintaining, repairing or replacing any portion of another Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's act, neglect or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights or subrogation against such Unit Owner.

**§8.5 Use and Occupancy Restrictions on Units.** Each Unit shall be occupied and used subject to the following restrictions:

(a) *Single Family Residential Use.* No Unit shall be used or occupied for any purpose other than for single family residential purposes, provided, however, that an occupant of a Unit may conduct business activities within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or third parties, and there is no noticeable increase in deliveries. Provided however that nothing in this Declaration or the Bylaws shall be construed to prohibit the Declarant from exercising any easements and

Special Declarant Rights reserved by the Declarant, including without limitation promotional, marketing or display purposes, sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

(b) *Insurance.* No activities shall be carried on or materials used or kept in any Unit or any in the Common Elements that will increase the rate of insurance for the Property for which the Association is required to maintain pursuant to this Declaration, or any part thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling. No waste may be committed on or to the Common Elements.

(c) *Nuisance/Hazard.* No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the Common Elements.

No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

(d) *Pets and Animals.* Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. A Unit Owner may keep within such Unit up to two dogs, two cats and a reasonable number of other ordinary inside household pets in a Unit subject to the Rules and Regulations as established from time to time by the Board of Directors. In any event all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors. No dogs, cats or other pets shall be permitted outside of a Unit except on a leash attended by a responsible person. Pet owners shall promptly clean up the droppings left by their pets.

The Association shall have the power to further regulate the keeping of pets and animals under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time. Upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Property.

(e) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements, other than the interior of the garage Limited Common Elements.

(f) *Electrical.* No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as

appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

(g) The Association may adopt reasonable rules and regulations regulating antennas, or any other structures, fixtures or personal property that materially and adversely affects the appearance of the exterior of buildings and other structures within or upon a Unit. Unit owners shall not erect fences, signs, structures, canopies, sheds or other structures, in the Limited Common Elements except pursuant to reasonable rules and regulations adopted by the Association.

(h) *Governmental Requirements.* All Unit Owners, their families, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the Town of Scarborough. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(i) The Association's sewage system shall be used only for ordinary household purposes.

**§8.6 Use of Common Elements.** Subject to this Declaration, the Bylaws or by the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(a) *Motor Vehicles and Parking.* Only passenger vehicles and trucks with a gross vehicle weight of less than 8,000 pounds may be kept or stored on the Property, and such vehicles must be in operable condition and fully licensed for operation on public highways.

No inoperable vehicles, nor any boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment, trailers, or similar items may be kept or parked on the Property except within the garage forming a part of the Limited Common Elements. No snowmobiles, all terrain vehicles or similar items may be operated on the Property.

Motor vehicles may be parked only in the garage and in the driveway adjacent to each Unit designated as a Limited Common Elements and in those portions of the Common Elements designated from time to time by the Board of Directors for parking. No parking shall be permitted in areas posted against parking by the Board of Directors, and no overnight parking shall be permitted in the common streets. Other than the driveway Limited Common Element appurtenant to each Unit or as the Board of Directors may permit from time to time, any Common Elements designated as spaces for parking shall be used by the Unit Owners on "first come, first served" basis. No unattended vehicle shall be left in such a manner as to impede the passage of traffic or to impair access to driveway or parking areas.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate parking and the use and storage of motor vehicles generally.

(b) *Exterior Alterations.* Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, no person shall (i) construct or maintain any antennas, dishes, wires, cables, fences, decks, steps, signs, canopies, clotheslines or other structures, nor (ii) materially alter the grading or landscaping, nor (iii) do any other thing which affects the appearance from the exterior of the Common Elements or Limited Common Elements.

The Board of Directors may in its discretion designate areas in which Unit Owners may plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

(c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents. The Board of Directors shall have sole authority to erect the exterior sign or signs authorized by the Town of Scarborough. The Board of Directors may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant of the Units.

(d) *Obstruction/Storage.* No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors pursuant to the Rules and Regulations.

(e) *Responsibility.* Neither the Board of Directors, the Association, any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

**§8.7 Leasing.** The Bylaws may restrict and regulate leasing of Units.

The Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

## **ARTICLE 9 EASEMENTS**

**§9.1 Utilities, Pipes and Conduits.** Each Owner shall have an easement, in common with all other Unit Owners, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Easements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

**§9.2 Access.** Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his Unit.

**§9.3 Association and Board of Directors Access.** The Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit, as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. Upon request of the Association, each Unit Owner shall provide the Association with a copy of each key to the Unit.

**§9.4 Encroachments.** Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any building in which they are located, other than as a result of the willful or negligent act or omission of the owner of the encroaching Unit or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

**§9.5 Ancillary Easements through Common Elements.** The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit:



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

(ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements, adversely affect either the thermal, fire safety or acoustical character of the building or impair or structurally weaken the building.

(iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

## **ARTICLE 10 RIGHTS OF MORTGAGE LENDERS ON UNITS**

**§10.1 Right to Mortgage.** Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his Unit.

**§10.2 Identification of Mortgagee.** A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s).

**§10.3 Mortgage Foreclosure and Dispositions.** Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due

and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

**§10.4 Eligible Mortgage Holder.** "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders by prepaid United States Mail, return receipt requested, of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

- i. Default in the payment of Common Charges, Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;
- ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;
- iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;
- iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;
- v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;
- vii. The merger or consolidation of the Condominium with another condominium;
- viii. The conveyance or subjection to a security interest of any portion of the Common Elements;

- ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property; and
- x. Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

**§10.5 Mortgagee Approval Rights.** For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, Eligible Mortgage Holders shall have the right but not the obligation in place of the unit owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit owner for such action by delivering written notice to the association with a copy to the unit 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 Unit owner from exercising such right. An amendment affecting any of the following is considered material:

- i. Voting rights in the Association;
- ii. Change in percentage liability for common expenses, assessment liens for common expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;
- iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;
- iv. Responsibility for maintenance and repairs;
- v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;
- vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;
- vii. Convertibility of Units into Common Elements or vice versa;
- viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

- ix. Hazard insurance or fidelity bond requirements;
- x. Imposition of any restrictions on the leasing of Units;
- xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- xii. A decision by the Association to establish self-management after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;
- xiii. Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;
- xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;
- xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or
- xvi. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least Sixty-Seven percent (67%) of the votes of Units subject to mortgages held by Eligible Holders must agree.

Approval shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 60 calendar days after the notice is received.

**§10.6 Mortgage Priority.** No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

**§10.7 Records.** An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public

accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

## **ARTICLE 11 INSURANCE**

**§11.1 General.** No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain as a Common Expense the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

**§11.2 Association Public Liability Insurance.** The Association shall maintain comprehensive commercial general liability insurance, including medical payments insurance insuring the Unit Owners, in their capacity as Unit Owners and Association members and any managing agent retained by the Association, relating in any way to the ownership and/or use of the Common Elements, public ways 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 a Unit Owner because of the negligent acts of the Association or another Unit Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability resulting from law suits related to employment contracts in which the Association is a party, other than standard workers compensation and employment practices exclusions, and such other risks as the Board determines are appropriate. The amount of coverage of such liability insurance, and the deductibles therefor, shall be as determined by the Board. The scope and amount of coverage of all liability insurance policies shall be reviewed periodically by the Board and may be changed in the Board's discretion.

**§11.3 Additional Required Provisions.** All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

- i. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;
- ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

- iii. Each Unit Owner is an insured person under the policy with respect to liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;
- iv. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household; and
- v. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

**§11.4 Other Insurance.** The Board of Directors shall obtain and maintain as a Common Expense:

- (i) To the extent reasonably available, "directors and officers" liability insurance, to satisfy the indemnification obligations of the Association;
- (ii) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;
- (iii) Flood insurance if any or all of the Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of \$5,000 or one percent (1.00%) of the policy face amount; and
- (iv) Such other insurance as the Board of Directors may determine, as may be requested by a majority of the Unit Owners, or as may be required by Federal National Mortgage Association Guidelines (including, without limitation, fidelity bond coverage).

**§11.5 Memoranda and Cancellation.** All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

**§11.6 Unit Owner Insurance.** EACH UNIT OWNER ACKNOWLEDGES THAT THE ASSOCIATION WILL NOT MAINTAIN INSURANCE AGAINST FIRE AND OTHER HAZARDS ON THE DWELLING AND OTHER IMPROVEMENTS CONSTRUCTED WITHIN A UNIT AND THE LIMITED COMMON ELEMENTS ALLOCATED TO SUCH UNIT. As such, each Unit Owner shall be solely responsible for

maintaining property insurance with respect to its Unit and the buildings, structures and improvements located thereon insuring against loss or damage, including without limitation those by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement. Any Unit Owner who obtains individual insurance policies covering any portion of the Property other than the Unit and improvements thereon 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. The Association shall have no obligation to maintain liability insurance for the benefit of any Owner except as expressly required by Section 12.2 below. Each Unit Owner shall be responsible for maintaining liability insurance with respect to its unit and the use, occupancy and ownership thereof, which policy shall name the Association as an additional insured, and the Unit Owner shall provide to the Association a current certificate of such insurance, including the renewals thereof. All such Unit Owner's policies shall contain waivers of subrogation.

In the event of damage to or destruction of any building, structure or improvement located on a Unit or Limited Common Element assigned exclusively to that Unit, the Unit Owner shall cause any debris to be promptly removed from the Property and properly disposed of, shall immediately remedy or construct barriers around any unsafe condition on the Unit resulting from such damage or destruction and, by no later than one (1) year after the date of such damage or destruction, shall cause the buildings, structures or improvement to be reconstructed substantially identical in design and materials to the damaged buildings, structures or improvements when new (the plans for which the Board will endeavor to keep on file at the Association's office). If the Unit Owner elects not to rebuild a damaged or destroyed structure within a Unit or Limited Common Element, the Unit owner promptly shall restore the Unit or Limited Common Element, or the relevant portion thereof, to its natural condition. If the Unit Owner fails to perform any such work as required following any such damage or destruction, then the Association shall have the right, but shall have no obligation, to do so and to charge the cost thereof to the Unit Owner as a service charge as provided in this Declaration.

## **ARTICLE 12 DAMAGE OR DESTRUCTION.**

**§12.1 Repair.** Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- i. The Condominium is terminated;
- ii. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- iii. One Hundred percent (100%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or Limited Common Element which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any deductible shall be a common expense, provided that Unit Owners shall be responsible for \$250 of the insurance deductible for damage to their Units or such greater portion of the deductible established by the Rules and Regulations adopted from time to time by the Board of Directors.

**§12.2 Application of Insurance Proceeds.** If the entire Property is not completely repaired or replaced:

- i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;
- ii. the insurance proceeds attributable to Units which are not rebuilt, including without limitation the interest in the Common Elements and in Limited Common Element, shall be distributed to such Unit Owners and their mortgagees; and
- iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a building or any portion thereof is under construction prior to its creation as a Unit and the time the Unit commences paying common charges, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

## **ARTICLE 13 TERMINATION OF CONDOMINIUM**

**§13.1 Termination.** In accordance with Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Owners of Units to which at least eighty (80) percent of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.



**§13.2 Effect of Termination.** Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

#### **ARTICLE 14. EMINENT DOMAIN.**

**§14.1 Acquisition of Unit(s).** If a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests provided however, that each Unit shall continue to have one vote to permit equality among Units.

**§14.2 Acquisition of Common Elements.** If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Elements or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

**§14.3 Rights of the Association and Mortgage Holders.** In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, however, shall entitle any Unit Owner or other person to priority over a first mortgagee of a Unit pursuant to its mortgage

instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

## ARTICLE 15 AMENDMENTS

**§15.1 General.** Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain U in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, the Declaration and the accompanying Plat may be amended as follows:

- (a) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.
- (b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:
  - (i) *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration pursuant to the exercise of Development and Special Declarant Rights under this Declaration and/or the Act.
  - (ii) *Proposal and Notice.* An amendment to the Declaration may be proposed by either the Board of Directors or by Unit Owners holding at least twenty (20) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.
  - (ii) *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of Sixty-Seven percent (67%) or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment

may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.

(iii) *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated one hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

**§15.2 Proviso; Consent of Declarant.** No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

**§15.3 Notice, Execution and Recording.** After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

**§15.4 Notice and Challenge.** No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

## **ARTICLE 16 GENERAL PROVISIONS**

**§16.1 Enforcement.** The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under the Bylaws, and/or (c) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the defaulting Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees and costs, with interest.

The failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**§16.2 Units Not Yet Separately Assessed.** In the event that for any year real estate taxes are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

**§16.3 Conflict.** If any provision of this Declaration, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

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

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

**§16.6 Captions.** The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

**§16.7 Gender, Number, Etc.** The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

**§16.8 Power to Interpret.** Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

**§16.9 Disputes with Declarant and Arbitration.** In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board of Directors shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s), on the other hand, arising out of or relating

to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, 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 be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance applicable law in any court having jurisdiction thereof.

**ARTICLE 17  
NOTICES**

**§17.1 Notices.**

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

(b) *Notice to the Association.* All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the secretary of the Association at the Secretary's address.

(c) *Notice to Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

WITNESS its hand and seal as of \_\_\_\_\_, 2019.

**Sunrise, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Chase Custom Homes & Finance, Inc., its  
Member

STATE OF MAINE  
Cumberland, ss

\_\_\_\_\_, 2019

Personally appeared the above-named William Noone, Authorized Agent of Chase Custom Homes & Finance, Inc. , as member of Sunrise, LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity, and the free act and deed of said limited liability company, before me,

\_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney at Law/Notary Public

DRAFT

## **Exhibit A**

### **Legal Description of the Land**

A certain lot or parcel of land, with the buildings thereon, situated on the northeasterly side of the Bridgton Road, in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the northeasterly side line of the Bridgton Road at the southerly corner of land conveyed by Ione F. Cobb to Sarah M. Cobb, by deed recorded in Cumberland County Registry of Deeds in Book 1671, Page 25; thence southeasterly by the Bridgton Road five hundred (500) feet to an iron pipe; thence northeasterly parallel with said Cobb land forty-five (45) rods to an iron pipe; thence northwesterly parallel with the Bridgton Road five hundred (500) feet, more or less, to an iron pipe at the southeasterly side line of said Cobb land, thence southwesterly by said Cobb land forty-five (45) rods, more or less, to the point of beginning. Containing eight and one-half (8 ½) acres, more or less.

Excepting, however, so much of the premises above-described as was conveyed by Percival O. Bailey and Avis L. Bailey to Henry L. Foster, et al, by deed dated November 4, 1932, and recorded in said Registry of Deeds in Book 1409, Page 385, and by deed dated November 24, 1941, and recorded in said Registry of Deeds in Book 1649, Page 411, and so much of the said premises as is conveyed by Percival O. Bailey, et al, to Robert H. Bailey et al by deed dated June 12, 1947, and recorded in said Registry of Deeds in Book 1876, Page 40.

Subject to a drainage easement and plunge pool and vegetated buffer easement granted to the State of Maine Department of Transportation as set forth in a Notice of Layout and Taking dated April 9, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19354, Page 256 as shown and depicted on State of Maine Department of Transportation Right of Way Map for State Highway "14" (U.S. Route 302) as Federal Aid Project No. F-NH-014(58)E Part II dated July of 2002 and recorded in the Cumberland County Registry of Deeds in Book on October 4, 2007 in Plan Book 207, Page 587.

Also another certain lot or parcel of land, with any buildings thereon, situated on the northeasterly side of the Bridgton Road in said Town of Windham, and in the Town of Falmouth, in said County and State, bounded and described as follows:

Beginning at an iron pipe on the northeasterly side line of the Bridgton Road at the southerly corner of the first parcel of land herein described;

Thence southeasterly by the Bridgton Road to an iron stake at the westerly corner of land conveyed by Ione F. Cobb to Donald H. Mears by deed dated July 17, 1946, and recorded in said Registry of Deeds in Book 1833, P373;

Thence northeasterly by said Mears land to the northerly corner thereof;

Thence southeasterly by said Mears Land to the westerly corner of land conveyed by Avis L. Bailey to Amos A. Hawkes by deed dated Sept. 1, 1937, and recorded in said Registry of Deeds in Book 1533, Page 251;

Thence northeasterly by said Hawkes land to a stake at the southerly end of a small sandy beach on the shore of Highland Lake;

Thence northerly by the shore of Highland Lake to the southerly corner of land conveyed by Avis L. Bailey et al, to Sadie C. Dow, by deed dated September 16, 1944, and recorded in said Registry of Deeds in Book 1847, Page 461;

Thence northwesterly by said Dow land Four Hundred (400) feet, more or less, to a stake in the southeasterly side of a right of way;

Thence southwesterly by the edge of said right of way to the northeasterly side line of the first parcel of land herein described;

Thence southeasterly by said first parcel to the easterly corner thereof;

Thence southwesterly by said first parcel to the point of beginning.

Excepting, however, so much of said premises as was conveyed by Avis L. Bailey to Anna Mae Southard et al, by deed dated June 24, 1954, and recorded in said Registry of Deeds in Book 2181, Page 311.

This conveyance is made subject, however, to the rights and privileges conveyed by Avis H. Bailey, et als, to Cumberland County Power and Light Company by deed dated July 2, 1931, and recorded in said Registry of Deeds in Book 1378, Page 56.

This conveyance is made together with and subject to all easements, rights of way, appurtenances, conditions, and encumbrances of record to the extent still in full force and effect.

Also, RELEASING all of Grantor's interest in the following described premises:

A certain lot or parcel of land, with the buildings thereon, situated on the Northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a 5/8" capped rebar (#1328) set in the ground on the Northeasterly side line of Roosevelt Trail at the Westerly corner of land now or formerly of Esad & Hajrija Tikvesa (21,759/158);

Thence N 65° 33' 50" E along land of the said Tikvesa 216.05 feet to an iron pin found set in the Northerly corner of land of the said Tikvesa and the Westerly corner of land of the Patricia K. McDermott Revocable Living Trust (27,721/92);



Thence N 78° 27' 09" E along land of the said Trust 134.66 feet to the end of a stone wall;

Thence S 57° 43' 03" E continuing along land of the said Trust 917.23 feet to a 5/8" capped rebar (#1328) set in the ground at the Westerly corner of land now or formerly of Alerton H. Hawkes (15,152/263);

Thence N 32° 16' 57" E along land of the said Hawkes 332 feet, more or less, passing through an iron pipe found set in the ground at the shore of Highland Lake;

Thence Northerly by the shore of Highland Lake 582 feet, more or less, to a small stream and the Southerly corner of land now or formerly of John A. & Katheryn G. Dow (20,634/27);

Thence Northerly along the center of the stream and land of the said Dow 280 feet, more or less to a point;

Thence N 50° 15' 56" W continuing along land of the said Dow, passing through a 5/8" capped rebar (#2273), a distance of 433.23' to a 5/8" capped rebar (#2273) found set in the ground at the Westerly corner of land of the said Dow;

Thence N 39° 33' 00" E continuing along land of the said Dow 41.33 feet to a 5/8" capped rebar (#2273) found set in the ground;

Thence N 45° 43' 30" E continuing along land of the said Dow 59.04 feet to a 5/8" capped rebar (#2273) found set in the ground;

Thence N 72° 54' 38" E continuing along land of the said Dow 76.96 feet to a 5/8" capped rebar found set in the ground;

Thence N 63° 11' 42" E continuing along land of said Dow 145.80 feet to a point;

Thence N 43° 36' 52" E continuing along land of the said Dow 125.32 feet to a stone wall on the Southwesterly side line of land now or formerly of Kirkpatrick (31,652/273);

Thence N 36° 38' 37" W along land of the said Kirkpatrick, crossing Dow Road 21.08 feet to a 5/8" capped rebar (#2080) found set in a stone wall corner marking the Easterly corner of land now or formerly of Patricia K. McDermott Revocable Living Trust (27,721/90);

Thence S 59° 40' 35" W along the said stone wall and land of the said Trust 446.86 feet to a point;

Thence S 66° 14' 37" W continuing along the said stone wall and land of the said Trust 137.59 feet to the end of the said stone wall;

Thence S 83° 19' 01" W continuing along land of the said Trust 323.27 feet to land now or formerly of Daniel A. liberty, Jr. (13,238/300);

Thence S 57° 03' 50" W along land of the said Liberty 660.53 to a point on the said side line of Roosevelt Trail;

Thence Southeasterly along the said side line of Roosevelt Trail following a curve to the left having a radius of 1929.11 feet a distance of 147.70 feet to a point;

Thence S 22° 29' 24" E continuing along the said side line of Roosevelt Trail 41.24 feet to a point;

Thence S 31° 22' 28" E continuing along the said side line of Roosevelt Trail 378.94 feet to the point of beginning.

All bearings are Magnetic of the year 1966.

This conveyance is made subject to the rights of others in and to the said Dow Road as it crosses the above described lot.

This conveyance is made subject to a drainage easement granted to the State of Maine. See Notice of Layout and Taking recorded in the Cumberland County Registry of Deeds in Book 19,354, Page 256.

Exhibit B  
Condominium Plat

**Exhibit C**

**Allocated Interests**

% Interest in

% Common Expense

Exhibit D

Condominium Association Bylaws

**BYLAWS  
OF  
COTTAGE COURT CONDOMINIUM ASSOCIATION**

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**BYLAWS  
OF  
COTTAGE COURT CONDOMINIUM ASSOCIATION**

ARTICLE I.  
CREATION AND APPLICATION

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the Property known as Cottage Court Condominiums (the “Condominium”) located in the Town of Gorham, Cumberland County, Maine and governed under the Maine Condominium Act 33 MRSA §§1601-101 et seq. pursuant to the Condominium Declaration (the “Declaration”) recorded in the Cumberland County Registry of Deeds, to which these Bylaws are an Exhibit. The name of the corporation is the Cottage Court Condominium Association (the “Association”).

The term “Property” as used herein shall include the lands, buildings and all other improvements thereon (including the Units, the Common Elements, and all easements, rights and appurtenances belonging thereto) and all other property, real, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Condominium Act or the Declaration.

Section 1.02 Application. All present and future Unit Owners (hereinafter called “Members” or “Unit Owners”), mortgagees, lessees, licensees and occupants of the Units, their employees, guests, invitees, agents and customers, and any other persons who may enter upon the Property in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (hereinafter the “Board of Directors,” the individual members of which are called “Directors”).

Section 1.03 Office. The principal office of the Association shall be located at the principal office of the Association’s management company, or if there is no management company, at the Unit of the Secretary of the Association.

Section 1.04 Interpretation. In the event of any conflict or discrepancy among the Declaration including the Plat and Plans, the Bylaws, and the Rules and Regulations, the provisions of the Declaration shall govern.

ARTICLE II.  
PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes. The purposes of the Association are to operate as a nonprofit corporation pursuant to the Declaration, the Maine Nonprofit Corporation Act, and the Maine Condominium Act for the government, funding, operation, regulation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the Declaration and the laws of the State of Maine, specifically including



those set forth or referred to in the Maine Condominium Act or the Maine Nonprofit Corporation Act all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:

- A. Adopt and amend Bylaws and Rules and Regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for Common Expenses and Service Charges from Unit Owners;
- C. Hire and terminate managers and other employees, agents, and independent contractors;
- D. Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney-in-fact of each Unit Owner for such purposes;
- E. Make contracts, borrow money and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement and modification of Common Elements, provided, however, that the use and allocation of the Limited Common Elements may not be changed without the consent of those Unit Owners affected;
- G. Cause additional improvements to be made as a part of the Common Elements, subject to the restrictions set forth herein;
- H. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;
- I. Grant easements, leases, concessions, and licenses for public utilities and other facilities servicing or benefiting the Property through or over the Common Elements upon notice to the Owners as set forth in Section 9.1;
- J. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the Common Elements;
- K. Impose charges and interest for late payment of Common Expense Assessments, Service Charges, fees and, after notice and an opportunity to be heard, impose reasonable penalties and fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- L. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Common Expense assessments and Service Charges or resale certificates furnished in accordance with the Maine Condominium Act;
- M. Provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- N. Pledge, assign and grant a security interest covering all revenues including regular and special assessments and service charges for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements, subject to the approval of a majority in interest vote (i.e. more than 50%) of the Unit Owners;

- O. Exercise any other powers conferred by the Declaration or these Bylaws;
- P. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act and the Maine Condominium Act.

The Board of Directors of the Association shall manage the Condominium and exercise all such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Nonprofit Corporation Act and the Maine Condominium Act.

Section 2.3 Nonprofit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Condominium Property, or by virtue of a rebate of excess membership dues, fees, Common Expense assessments, or Service Charges.

### ARTICLE III. ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members shall consist exclusively of all owners of Units in the Condominium created in accordance with the Declaration or, following termination of the Condominium, of all former Unit Owners entitled to the distribution proceeds or their heirs, successors and assigns. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a Unit Owner shall terminate upon the conveyance, transfer or other disposition of his or her interest in the Unit accomplished in accordance with the Declaration, whereupon his or her membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the Unit Owners shall be held annually each successive year on the last Saturday in January or if that day is a legal holiday, then on the first day thereafter which is not a holiday. The Board of Directors shall have the authority to alter the annual meeting date in its discretion from time to time if it determines that another meeting date is more convenient or appropriate. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other convenient place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the Unit Owners may be held at any time upon the call of the Board of Directors, or upon the call of fifty percent (50%) or more in voting interest of the Unit Owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary, President or any other person designated by the Board of Directors shall promptly cause notices of the meeting to be sent to all Unit Owners. No business may be conducted at a special meeting except as stated in the notice of the meeting.

Section 3.4 Notice of Owners Meetings. A written notice of each meeting of the Unit Owners, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed declaration or bylaw amendment(s), any budget proposal(s) or change(s) and any proposal(s) to remove an officer or Board Member) shall be sent at the direction of the President or Secretary or by another person designated by the Board of Directors or their designee at least Ten (10) days, but not more than Sixty (60) days, before the date set for the meeting, provided that for meetings to consider the rejection of a budget or budget amendment notice shall be accompanied by a mailing of the budget summary if so required by

Section 1603 103(c) of the Condominium Act as it may be amended. Such notice shall be given to each Unit Owner listed with the records of the Association as set forth below and to each Eligible Mortgage Holder, if any, and as required by the Declaration:

- A. By hand delivering it to the Unit Owner or leaving it at the Unit, or
- B. By mailing it, postage prepaid, addressed to the Unit Owner at the address of the Unit or any other address designated in writing by that Unit Owner with the records of the Association, or
- C. By email or other types of electronic communications in compliance with the Condominium Act if specifically authorized by the Unit Owner.

If notice is given pursuant to the provisions of this section, the failure of any Unit Owner to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice. The presence of all the Unit Owners in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any Owner shall object at the meeting to the non-compliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business for Owners Meetings. The order of business at all meetings of the Unit Owners shall be generally as follows, if applicable:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Review and approval of the minutes of preceding meeting.
- D. Reports of Officers.
- E. Report of Board of Directors.
- F. Report of committees.
- G. Election of the Board of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the Unit Owners or of the Board of Directors, Robert's Rules of Order as then amended or any similar provisions as may be adopted by the Rules and Regulations shall be followed, except that in the event of conflict of Robert's Rules of Order with these Bylaws or the Declaration or any applicable provisions of the Rules and Regulations, as the case may be, then the later documents shall prevail.

Section 3.8 Quorum. The presence in person or by proxy at the beginning of any meeting of the Association of the Unit Owners whose aggregate voting interest constitutes not less than a majority of the total voting interest therein shall constitute a quorum for the transaction of all business.

The Unit Owners present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting or at any adjournment thereof, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 3.9 Voting.

A. As set forth in the Declaration there is one (1) vote per Unit. Any person, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any Unit (other than an interest held as security for an obligation) duly recorded in his or her or its name, which ownership shall be determined from the records of said Registry of Deeds, shall be a member of the Association, and either, in person or by proxy, shall be entitled to vote for each Unit so owned at all meetings of the Association.

B. Multiple owners of a Unit shall be deemed one member. If only one of the multiple owners of a Unit is present in person or by proxy at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the vote allocated to that Unit unless any of the other owners of the Unit promptly protests to the person presiding over the meeting.

C. Votes allocated to a Unit may be cast pursuant to a written and dated proxy duly signed by a Unit Owner and filed with the Secretary, the Secretary's designee, or other person designated by the Board of Directors, which proxies may be submitted in person, by mail, or as an electronic or scanned copy of a duly signed written proxy either transmitted by facsimile machine or by electronic mail. Text emails purporting to be proxies but which do not include electronic copies of a written proxy duly signed shall not be valid. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed written proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is not valid if it is not dated or purports to be revocable without notice, as determined by the Secretary or other person designated by the Board of Directors of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term. Written proxies, ballots and other records pertaining to voting by Owners shall be retained for one year after the election, action or vote to which they relate.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him or her in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Unit has not been so transferred, he or she shall satisfy the secretary that he or she so holds the Unit.

E. No vote pertaining to a Unit owned by the Association may be cast, and the voting interest of such a Unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each Unit shall have one vote in the Association as specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of such votes. A "majority" vote means the affirmative vote of more than fifty percent (50%) of the voting interests.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected. For the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest as set forth in the Declaration, regardless of whether or not such Unit Owners are present.

H. Upon reasonable advance notice, Unit Owners may elect to attend any meeting of the Association via a telephonic or another type of electronically transmitted speakerphone at which they may hear and be heard by other Unit Owners, but Unit Owners wishing to attend in this manner shall be responsible for the costs of providing speakerphone services. The Association shall provide reasonable cooperation in arranging such services. The Board of Director's decision as to such matters shall be binding.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by the President subject to change by majority vote of the Unit Owners present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting if adjourned to a date which is less than thirty (30) days from the date of the meeting and if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. When any meeting is adjourned, for whatever reason, for thirty (30) days or more, notice of the adjourned meeting must be given. At the adjourned meeting, the Association may transact any business that might have been transacted at the meeting at which the adjournment was taken.

Section 3.11 Unanimous Action by Unit Owners without a Meeting. Any action required or permitted to be taken at a meeting of the Unit Owners (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the Unit Owners entitled to vote on such action and are filed with the Secretary or other person designated by the Board of Directors as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the Unit Owners.

#### ARTICLE IV. BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors with respect to which the number of Directors may be increased or decreased at the annual meeting by majority in interest vote of those Unit Owners present, but there shall be no less than three (3) Directors nor more than seven (7) Directors, being the numbers set forth under the Articles of Incorporation for the Association. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. Directors shall be the owner or the spouse of an owner of a Unit, or if a Unit Owner is a corporation, limited liability company, partnership, trust or estate, then an officer, director, member, manager, partner, trustee, beneficiary or appointed personal representative thereof. The number of directors may be changed by vote of the members at an annual meeting, subject to the minimum of three (3) and the maximum of seven (7) under the Articles of Incorporation for the Association, and further provided that a reduction in the number of directors shall not shorten the term of any incumbent directors.

Section 4.2 Election and Term of Office and Resignation. Each Director shall be elected to serve a term of three (3) years; provided, however, that a director shall hold office until his or her successor has been elected and has taken office. A Director who replaces a Director before his or her or her term expires shall serve out the remaining term of such Director, subject however to the provisions of Section 4.6. The terms of the Directors shall be staggered such that one-third (1/3rd) of the members of the Board of Directors shall be replaced at each annual meeting.

A Director may at any time resign his/her office by a resignation in writing delivered to the President or Secretary. Such resignation shall be effective upon receipt, unless otherwise stated, and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 4.3 Powers and Duties. The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws are specifically reserved to the Unit Owners.

In accordance with the Maine Nonprofit Corporation Act, a Director shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the Director reasonably believes to be in the best interests of the Association.

In discharging the Director's duties, a Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: one or more officers or employees of the Association or its management company whom the Director reasonably believes to be reliable and competent in the matters presented; legal counsel or a public accountant or a manager or other person as to matters the director reasonably believes are within the person's professional or expert competence; or a committee of the Board of Directors of which the director is not a member, as to the matters within its jurisdiction, if the director reasonably believes the committee merits confidence.

Section 4.4 Other Duties. In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the Unit Owners of the Association, the Board of Directors shall be responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the Common Elements, including the maintenance, repair and replacement thereof;
- C. Subject to the Declaration the determination and collection of assessments for Common Expenses, Limited Common Expenses, Special Assessments and Service Charges from the Unit Owners and the regulation of its fiscal affairs;
- D. Establishment of reserves for the maintenance, repair and replacement of Common Elements (including without limitation the Limited Common Elements) and for contingencies.
- E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the Common Elements, and to fix the terms of their engagement and their compensation and authority; and
- F. Designation of executive and other committees and appointment of committee members to serve at the pleasure of the Board.

Section 4.5 Manager or Management Agent, Employees, Generally. The Board of Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws.

Section 4.6 Appointment and Vacancies. A vacancy caused by the expiration of a Director's term, resignation, or the removal of a Director by a vote of the Unit Owners shall be temporarily filled by vote of the remaining Directors until the replacement is elected by the Unit Owners at the then or next annual meeting provided however that if the Unit Owners vote to remove a Director they may elect a replacement

Director at that Owners' meeting without need to give express notice of such election. All such replacement Directors elected by the Owners shall serve for the remainder of the unexpired term of the former Director.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by a sixty-six and two-thirds percent (66.67%) in interest vote of all the Unit Owners. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Unit Owners' decision shall be final.

Section 4.8 Compensation. No compensation shall be paid to Directors or officers for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Unit Owners before or after the services are undertaken. Directors and officers shall be reimbursed for their out of pocket expenses reasonably incurred in connection with their services on the Board, as and if approved by vote of the Board of Directors.

Section 4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following or within ten (10) days after the annual meeting of the Association; no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his or her Unit or by telephone or by email, at least three (3) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President or upon the written request of a majority of the Directors then in office. Three (3) days' notice of special meetings shall be given to each Director personally or by delivery to his or her Unit, or by telephone or, if an email address is provided by the Director then by email, which notice shall state the time, place and purpose of the meeting.

Section 4.12 Waiver of Notice by Board Members. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board without objection shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Required Notice of Board Meetings to Unit Owners. In accordance with the Maine Condominium Act, the Board of Directors shall give timely notice reasonably calculated to inform unit owners of the date, time and place of and topics proposed to be discussed at meetings of the Board of Directors, including without limitation the general nature of any proposed amendment to the Declaration, the Bylaws, or the Rules and Regulations, any budget changes and any proposal to remove an officer. The notice may be given by a posting in a prominent place in the Common Elements or elsewhere, by e-mail (even if email transmission is not otherwise specifically authorized by the Owner) or by other means, but actual notice need not be delivered to each unit owner. Failure of a unit owner to receive notice does not invalidate any action taken by the Board of Directors at a meeting.

Section 4.14 Attendance at Board Meetings by Unit Owners. Unit Owners have the right to attend meetings of the Board of Directors, subject to reasonable rules established by the Board of Directors. In the discretion of the presiding officer and on such terms as the presiding officer may establish, individual Unit Owners may speak at meetings of the Board of Directors.

The Board of Directors may restrict or prohibit attendance by Unit Owners and others during executive sessions. An executive session may be held only to:

- (i) Consult with the Association's attorney concerning legal matters;
- (ii) Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
- (iii) Discuss labor or personnel matters;
- (iv) Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or
- (v) Prevent public knowledge of the matter to be discussed if the Board of Directors determines that public knowledge would violate the privacy of any person.

A final vote or action may not be taken during an executive session.

Section 4.15 Board of Directors' Quorum/Attendance by Telephone/Internet. At all meetings of the Board of Directors, at the presence at the beginning of a meeting of at least a majority of directors then in office shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Directors may attend any meeting via a telephonic or other electronically transmitted form of speakerphone at which they may hear and be heard by other Directors, but directors wishing to attend in this manner shall be responsible for initiating the arrangement of such services reasonably in advance. The Association shall provide reasonable cooperation in arranging such services for Directors at its expense.

Section 4.16 Unanimous Action. Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

## ARTICLE V. OFFICERS.

Section 5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be chosen from among the Directors. The Directors may in their discretion appoint a Vice President, an Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be appropriate.

Section 5.2 Election of Officers and Standard of Care. The principal officers of the Association shall be elected annually by the Board of Directors at their annual meeting and shall hold office until the first meeting of the Board of Directors following the annual meeting of Unit Owners and until their successors are chosen and qualified; provided, however, that all officers and committee members shall hold office at the pleasure of the Board.



In accordance with the Maine Nonprofit Corporation Act, an officer shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of the Association and its Unit Owners.

Section 5.3 Removal and Resignation of Officers. Upon a majority vote of the Board of Directors present at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, any officer may be removed, either with or without cause, and his or her successor elected. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Any officer may at any time resign his or her office by a resignation in writing delivered to the Association at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall be a Director. He or she shall preside at all meetings of the Association and of the Board of Directors. In his or her absence, a chairman pro tempore may be chosen by the Unit Owners or directors, as the case may be, to preside at a meeting. The President shall have all of the powers and duties which are incidental to the office of President of a Maine business corporation.

Section 5.5 Vice President. The Vice President shall preside at all meetings of the Association and of the Board of Directors and exercise the powers and perform the duties of the President in the absence of the President, and shall have such other duties as may be designated from time to time by the Board of Directors.

Section 5.6 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the Unit Owners of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association. The Treasurer shall have all of the powers and duties which are incidental to the office of treasurer of a Maine business corporation.

Section 5.7 Secretary. The Secretary shall have responsibility for the minutes of all meetings of the Board of Directors and of the Association (but may delegate the act of keeping minutes), shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him or her by these Bylaws or assigned to him or her from time to time by the Directors. If the Secretary or any assistant secretary or their designee shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.8 Auditor. The Board of Directors may from time to time at any scheduled meeting appoint some person, firm or corporation engaged in the business of auditing, to act as auditor of the Association and to perform such audits, reviews and fiscal duties as may be requested by the Association.

Section 5.9 Amendments to the Declaration. The Secretary shall arrange for the preparation of amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI  
FISCAL AFFAIRS AND ADMINISTRATION.

Section 6.1 Accounting and Records.

A. Books and accounts of the Association and income tax returns shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its Unit Owners with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

B. In accordance with the Maine Condominium Act, the Association must retain the following records:

- (1) Records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records for the past six (6) years;
- (2) Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a record of all actions taken by the unit owners or Board of Directors without a meeting and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;
- (3) The names of current Unit Owners in a form that permits preparation of a list of the names of all Unit Owners and the U.S. Postal Service addresses at which the Association communicates with them, in alphabetical order showing the number of votes each Unit Owner is entitled to cast, and email addresses of Owners may be furnished only if the Unit Owner has consented;
- (4) Copies of its original or restated organizational documents and bylaws and all amendments to them and all rules currently in effect;
- (5) All financial statements and tax returns of the Association for the past three (3) years;
- (6) A list of the names and addresses of persons serving on the current Board of Directors and its current officers;
- (7) The Association's most recent annual report delivered to the Secretary of State;
- (8) Financial and other records sufficiently detailed to enable the Association to comply with section 1604-108 of the Maine Condominium Act;
- (9) Copies of current contracts to which the Association is a party;
- (10) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and
- (11) Ballots, proxies and other records related to voting by Unit Owners for one (1) year after the election, action or vote to which they relate.

C. Subject to the limitations set forth below and to the extent required by the Maine Condominium Act, all records retained by the Association must be available for examination and copying by a Unit Owner or the Unit Owner's duly authorized agent during reasonable business hours or at a mutually convenient time and location; and upon 10 days' notice in writing reasonably identifying the specific records of the Association requested.

Provided however that records retained by the Association may be withheld from inspection and copying to the extent that they concern:

- (i) Personnel, salary and medical records relating to specific individuals;
- (ii) Contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated;

- (iii) Existing or potential litigation or mediation, arbitration or administrative proceedings;
- (iv) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, Bylaws or Rules and Regulations;
- (v) Communications with the Association's attorney that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
- (vi) Information the disclosure of which would violate any governmental law or regulation, other than the Maine Condominium Act;
- (vii) Records of an executive session of the Board of Directors; or
- (viii) Individual unit files other than those of the requesting unit owner.

The Association may charge a reasonable fee for locating and providing copies of records under this Section and for supervising the Unit Owner's inspection. The Association is not obligated to compile or synthesize information.

The right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner, but the Association may require the advance payment of the reasonable fee as set forth above.

Information and records provided pursuant to this Section may only be used in connection with the management of the Association and the duties, rights or responsibilities of Unit Owners, officers or Board members under this Act or the Association's governing documents, and may not be used for commercial purposes or for any other purpose not reasonably related to authorized uses. The recipient may be required to confirm in advance that the records and information received will be used in compliance with these restrictions.

#### Section 6.2. Budget and Assessments.

A. The Board of Directors shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses and shall review and adopt a budget annually in accordance with Article 6 of the Declaration. Within thirty (30) days of the Board's adoption of the proposed budget, the Board shall send a summary of such budget to each Unit Owner.

The Board shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; unless at that meeting the budget is rejected by Sixty percent (60%) in interest vote of all Unit Owners, the budget shall be deemed to have been ratified whether or not a quorum is present. Unless the budget is rejected, the Unit Owners shall pay the amounts specified in the proposed budget adopted by the Board.

As set forth in the Declaration and the Act, certain special assessments payable over a period extending beyond one fiscal year require the approval by a majority in interest vote of all the Unit Owners, and in the event of an emergency the Board of Directors may make special assessments in an amount not to exceed two months common charges without need for approval by the Unit Owners.

B. The budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

- i. Management and administration expenses;

- ii. The cost of operation, repairs, maintenance, replacement, and improvements of the Common Elements and such Limited Common Elements and such parts of the Units which the Association is responsible for the maintenance, repair and replacement of;
- iii. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a Service Charge is assessed;
- iv. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, all to be held in a segregated fund in a financial institution with an office in the State of Maine or in obligations of the United States of America, or in other investment vehicles if approved by the Unit Owners; and
- v. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted by the Board, the Unit Owners shall continue to pay that monthly amount of Common Expense assessments and Service Charges which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may at its option send periodic statements to Unit Owners showing the amount of Common Charges, special assessments and Service Charges due, but each Unit Owner shall pay his or her Common Expense assessments and Service Charges promptly when due regardless of whether such a statement is sent.

D. Each Unit Owner shall be personally responsible to pay his or her share of Common Charges and assessments without setoff or deduction, which shall be an amount equal to the total Association budget, net of other income and Service Charges as defined herein, multiplied by his or her respective common expense liability. Each Unit Owner shall become liable to the Association, and a lien shall arise against his or her Unit for his or her entire fractional share of the Common Expense assessments at the commencement of the pertinent fiscal period. Each Unit Owner may pay his or her share of the Common Expense assessments in monthly installments on or before the first day of each and every month during such period; provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full if so directed by the Board of Directors. .

E. If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments or any other Service Charges, user fees and penalties, fines, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other interest rate and late charges as may be set by vote of the Board prior to the date on which the payment came due. Such Common Expense assessments and Service Charges with such late charges as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Unit of such Unit Owner. Recording of the Declaration constitutes record notice and perfection of the lien for Common Expense assessments, Service Charges, user fees, including penalties, fines, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or Board Member of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board shall be entitled to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all

unpaid amounts and, if available, all possessory remedies against the delinquent Owner's Unit under the Forcible Entry and Detainer Laws of Maine as amended from time to time. The delinquent Unit Owner shall be required to pay to the Association a reasonable rental for such Unit until sale or foreclosure. In any action to foreclose the lien for Common Expense assessments, assessments, Service Charges, user fees, late charges, penalties, fines, interest, and costs of collection including reasonable attorneys' fees against any owner of a Unit, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Expense assessments, assessments, Service Charges, user fees and penalties, fines due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

Pursuant to the Maine Condominium Act, the lien is extinguished unless action to enforce the lien is started within six (6) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges. Service charges (other than common expenses) may be assessed separately to each Unit Owner or group of Units benefited thereby and shall be paid by the Unit Owner within Fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the Unit of the same status as a lien for Common Expense assessments set forth in Section 6.2.

Section 6.4 Revised, Emergency and Special Assessments.

A. Revised Assessments. If at any time the Board shall determine the amount of the budget to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the Unit Owners a revised estimated annual budget for the balance of such fiscal year. Within 30 days of the adoption of the revised budget, the Board shall call a meeting of the Unit Owners to review the budget to be held within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget. Unless at that meeting the budget is rejected by a 66 2/3% or more in interest vote of all Unit Owners, the revised budget shall be deemed to have been ratified whether or not a quorum is present (provided that Special Assessments extending beyond the current fiscal year require the affirmative approval of a majority in interest of all Unit Owners per Subsection C below). Thereafter monthly Common Expense assessments shall be determined and paid on the basis of such revision.

B. Emergency Assessments. The Board may, upon determining that circumstances exist which require immediate assessment of the Unit Owners due to an emergency, make special assessments not to exceed an amount equal to two (2) months of the amount of the current monthly Common Charges unless a greater amount is ratified by the Unit Owners in accordance with normal budget procedures, which shall be due and payable when delivered to the Unit Owners.

C. Special Assessments. With the approval of a majority in interest (more than 50%) of all Unit Owners, the Board may adopt a Special Assessment in order to fund or refinance the costs of restoration, renovations, repairs, and/or improvements to the Common Elements and related costs, which shall be a lien on each Unit in accordance with its Allocated Interest and may be paid by the members of the Association either in a lump sum following the adoption of the special assessments or over time in installments over a period of months or years with interest at such rate and on such further terms and conditions as may be established by the Board of Directors. Such Special Assessment shall be binding and shall be automatically included as a part of all future annual budgets of the Association while it remains outstanding. The election made by any one Unit Owner as to the payment terms shall be binding unless the other Unit Owner objects. Each Unit Owner and any successor in interest to current Unit Owner(s) shall be personally responsible for the balance due on the Special Assessments and the Special Assessment shall be a lien on the Unit all until paid in full by that Unit. A notice of the Special Assessment shall be

recorded in the Registry of Deeds. A Special Assessment may be prepaid in full at any time without any penalty.

Upon the sale of a Unit, the unpaid balance of the Special Assessment shall become due and payable in full unless the Board of Directors otherwise approves in its discretion.

If the Association has obtained a loan secured by a Special Assessment, then any principal and interest received pursuant to the Special Assessment shall be applied to the balance due on such loan and the payments due on such loan shall be funded first from the Special Assessment and not from general Common Expense assessments against the Unit Owners.

If any installment of the Special Assessment is not paid when due, then if authorized by the Board of Directors upon thirty (30) days written notice of default and opportunity to cure, the entire balance of said Special Assessment shall become due and payable in full, shall thereafter bear interest at a rate equal to 18% per annum, and payment may be enforced in accordance with the Maine Condominium Act, these Bylaws and the Declaration.

Section 6.5 Fiscal Year. The fiscal year of the Association shall be such fiscal period as may from time to time be established by the Board of Directors.

Section 6.6 Capital Improvements/Pledge. The approval of a majority in interest of the Unit Owners present in person or by proxy and voting at a duly called meeting of the Association shall be required to approve: (i) any new capital improvements to the Common Elements which cost an amount in excess of Thirty-five percent (35%) of the aggregate Common Expense assessments against the Unit Owners during the prior fiscal year, exclusive of Service Charges, and (ii) the Board of Directors' exercise of its power to pledge, assign and grant a security interest covering all revenues including Common Expense assessments and Service Charges in order to raise funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements. Maintenance, replacement and repairs of existing improvements shall not be considered new improvements.

Section 6.7 Use of Units. All Units shall be utilized in accordance with the provisions of the Declaration, Bylaws, and Rules and Regulations.

Section 6.8 Enforcement of Declaration and Bylaws. Every Unit Owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Common Expenses, Limited Common Expenses, Special Assessments, Service Charges, damages or fees due from such Unit, foreclosing its lien securing the foregoing, collecting any penalties, fines imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Unit.

Section 6.9 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit Owner and shall be binding upon all members of the Association and all persons present on the Condominium.

Section 6.10 Right of Entry. Upon such reasonable prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common

Elements whether or not the Unit Owner or occupant is present at the time, and upon reasonable prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 6.11 Title. Every Unit Owner shall promptly record in the Registry of Deeds the deed, assignment, or other conveyance to him or her of his or her Unit or other evidence of his or her title thereto and file such evidence of his or her title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.12 Insurance and Fidelity Bonds.

A. The Association shall maintain insurance as required by the Declaration and such other insurance as the Board of Directors of the Association may determine is appropriate.

B. It shall be the responsibility of each Unit Owner to procure adequate insurance covering the contents of his or her Unit and any deductible for damage to the Unit interior, and any appliances, fixtures, betterments or improvements thereto installed by the Unit Owner unless insured through the Association's policy, all as further appears in and subject to the Declaration.

ARTICLE VII  
SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Unit by a Unit Owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium.

Section 7.2 Leasing Restrictions.

A. No Unit may be leased for a period of less than three (3) months unless the Board of Directors approves a shorter rental period in its discretion if it determines that it is necessary to avoid undue hardship unique to that owner and which could not otherwise be remedied, all subject to periodic review by the Board. No portion of any Unit (other than the entire Unit) shall be leased for any period.

In addition, all prospective lessees must submit to a criminal records check initiated by the Association at the expense of the Unit owner prior to the beginning of the lease period. Except by approval of the Board as described below, no person may lease to a tenant or associated occupant who has a criminal history that includes a sex offence, a felony conviction, or a pattern of violent or drug-related activity within the past ten years.

No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions, which shall automatically be incorporated into every lease, rental, license and every other form of rights to occupy a Unit (collectively sometimes referred to herein as "Lease"):

- (i) The tenants and all other guests and occupants of each Unit shall comply with the Declaration, the Bylaws, and the Rules and Regulations of the Association, and a failure to comply constitutes a default under the Lease and any other rights to occupy a unit;
- (ii) The Board of Directors has the power to terminate the Lease and/or to bring summary proceedings to evict all tenants, guests or other occupants in the name of the Unit owner after thirty (30) days prior written notice to the Unit owner in the event of an uncured default by any tenant, guest or other occupant of a Unit in the performance of the Lease or this subsection, but that no notice period need be given in the event of a threat to personal safety or property and without need to

give prior notice, may terminate the rights to use of the Common Elements (other than for physical access to the Unit) until all fees and other amounts due to the Association are paid in full; and

- (iii) In the event that the payment of Common Expenses, Assessments, and/or other amounts due to the Association becomes more than ninety (90) days past due, the Association may require the tenant or other occupant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Expenses and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the tenant or other occupant shall be conclusive and binding on the tenant and occupants as to the obligation to pay the rent directly to the Association and as to the amount of Common Expenses and other amounts due. The Unit owner shall have ten (10) days after such notice is sent to file an objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the Unit owner admits is owed to the Association.

Every Lease shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into every Lease and the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit owner of a Unit shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof to the management company for the Association.

The foregoing provisions of this Subsection shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

B. If a tenant, guest or other occupant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations or the Lease and tenancy, then, in addition to all other remedies which it may have, the Association may notify the Unit owner of such violation(s) and demand that the same be remedied through the Unit owner's efforts within a reasonable time after such notice in the judgment of the Board of Directors, recognizing that no notice period need be given in the event of a threat to personal safety or property. If such violation(s) is(are) not remedied within said period if applicable, then the Unit owner shall at his or her own cost and expense immediately institute and diligently evict all tenants, guests or other occupants of the Unit on account of such violation(s). In the event the Unit owner fails to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such eviction as attorney-in-fact for the Unit owners and at the Unit owner's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of Common Expenses and all other amounts due to the Association.

Section 7.3 Liability for Assessments, Etc. In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Common Expense assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee



therefore. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Board of Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid, Common Expense assessments, and Service Charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any Common Expense assessments, and Service Charges arising before the statement date in excess of the amount therein set forth.

Section 7.4 Common Elements. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her Unit without including therein the interests in Common Elements appurtenant thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein.

#### ARTICLE VIII. EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition/or by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise approved by the Board of Directors.

#### ARTICLE IX. GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms, such other purposes related to the provision of public services, and utilities to the Condominium and for recreational purposes as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the Unit Owners of the individual Units upon at least Thirty (30) days' notice to the Unit Owners unless a special meeting of the Unit Owners is called within such period and the Unit Owners vote to reject such grant. No such rights may be created through any Unit without the written consent of the Unit Owners thereof and no such easement shall materially impair the use and enjoyment of the Condominium.

Section 9.2 Utility Services/Limitation of Liability. The Association shall not be liable for the failure of water supply, sewage disposal systems, electricity, telephone, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Unit or by any other person, or resulting from trees or from water, snow or ice which may leak, fall or flow from or settle on any portion of the Common Elements or Limited Common Elements or from any roof, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the Common Elements or facilities, even if due to the alleged fault or negligence of the Association.

Section 9.3 No Set Off, Etc. No set-off, diminution or abatement of assessments for Common Expenses or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from

any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE X.  
LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation. No Board Member or officer of the Association shall be personally liable for acts or defaults of himself or herself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct or recklessness.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or she is or was an officer, Board Member, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or recklessness towards the Association or absent a final adjudication thereof, and also excepting such matters in which the Board of Directors(excluding any interested Directors) determines any such person acted with willful misconduct or recklessness. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a Board Member, officer, agent or employee of the Association against any such liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to indemnify him or her.

Section 10.3 Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such or the Condominium as a whole shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

In any dispute between Unit Owners against the Association, the Board of Directors, or the officers, employees or agents thereof in their respective capacities, prior to formally initiating any litigation, the Unit Owners involved must (i) submit their dispute for nonbinding mediation to be held at a neutral location approved by the Parties and (ii) make a good faith effort to resolve the dispute through such mediation. The mediator selected by the Parties must have prior experience with condominium issues and a substantive understanding of condominium law. The expenses of the mediation, including the fees of the mediator and the costs (if any) of the facility at which the mediation is held, shall be borne equally by the Parties. Each Party shall bear its own costs and attorney's fees incurred in attending and participating in the mediation. If the Dispute has not been resolved by the mediation process within twenty (20) business days after commencement of the process (which occurs with the first conference or telephone conference mediated by the mediator), any party may initiate litigation upon five (5) business days' notice to the other party. The procedures herein are exclusive and shall be fully exhausted prior to the initiation of litigation; provided, however, that nothing herein shall preclude a party from taking any action necessary to preclude imminent and irreparable harm, or to comply with applicable law.

ARTICLE XI.  
BYLAWS.

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Sixty-Seven percent (67%) or more in voting interest of the Unit Owners of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Nonprofit Corporation Act, the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association. Such certificate shall be recorded in the Registry of Deeds.

Section 11.2 Interpretation.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

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

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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

In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Nonprofit Corporation Act or the Maine Condominium Act, the latter shall govern and apply.

*[end of document]*

MBLU	Location	Owner Name	Co-Owner Name	Address 1	Address 2	City, State, Zip
7/ 1/ / /	4 ROOSEVELT TR	VANCE DAVID A		73 SABBADY POINT RD		WINDHAM, ME 04062
7/ 3/ / /	16 VANCE DR	VANCE DAVID A &	VANCE JUDITH H	73 SABBADY POINT RD		WINDHAM, ME 04062
7/ 3/ D/ /	17 VANCE DR	QUINT JANE E		17 VANCE DRIVE		WINDHAM, ME 04062
7/ 3/ E/ /	12 ROOSEVELT TR	TWELVE ROOSEVELT TRAIL LLC		73 SABBADY POINT ROAD		WINDHAM, ME 04062
7/ 3/ K/ /	11 VANCE DR	VANCE JOANNE P		114 SABBADY POINT RD		WINDHAM, ME 04062
7/ 62/ / /	40 PERCY HAWKES RD	HIGHLAND LAKE CORP	C/O FRANK READ	20 FRIAR LANE		CUMBERLAND, ME 04021
7/ 62/ A/ /	1 DOW LN	ANDERSON ERIC E &	ANDERSON DEANNA M	708 EAST BRIDGE ST		WESTBROOK, ME 04092
7/ 63/ 1/ /	27 ROOSEVELT TR	POPOV VLADIMIR V &	POPOV OKSANA G	27 ROOSEVELT TRAIL		WINDHAM, ME 04062
7/ 63/ 2/ /	15 QUAIL DR	COMMUNITY HOUSING OF MAINE INC		1 CITY CENTER 4TH FL		PORTLAND, ME 04101
7/ 63/ 3/ /	4 QUAIL DR	COMMUNITY HOUSING OF MAINE INC		1 CITY CENTER 4TH FL		PORTLAND, ME 04101
7/ 63/ 5/ /	5 PERCY HAWKES RD	DARCY CHRISTIE E		5 PERCY HAWKES RD		WINDHAM, ME 04062
7/ 63/ 6/ /	9 PERCY HAWKES RD	GARLAND ERIC A		9 PERCY HAWKES RD		WINDHAM, ME 04062
7/ 63/ 7/ /	13 PERCY HAWKES RD	SHANHOLTZ JOHN W		13 PERCY HAWKES RD		WINDHAM, ME 04062
7/ 63/ 8/ /	17 PERCY HAWKES RD	CANTZ RICHARD J JR &	MCKINLEY KAREN L	17 PERCY HAWKES ROAD		WINDHAM, ME 04062
7/ 63/ 9/ /	21 PERCY HAWKES RD	MOHN KELLEY J (PATTEN)		21 PERCY HAWKES RD		WINDHAM, ME 04062
7/ 64/ / /	23 ROOSEVELT TR	SALVATORE ANGELINA L		23 ROOSEVELT TRAIL		WINDHAM, ME 04062
7/ 65/ / /	21 ROOSEVELT TR	LIBERTY DANIEL A JR		21 ROOSEVELT TRAIL		WINDHAM, ME 04062
7/ 66/ A/ /	22 DOW LN	DOW JOHN A		22 DOW LANE		WINDHAM, ME 04062
7/ 67/ / /	13 ROOSEVELT TR	TIKVESA ESAD &	TIKVESA HAJRIJA	13 ROOSEVELT TRAIL		WINDHAM, ME 04062
7/ 68/ / /	11 ROOSEVELT TR	ROBERTS JASON J		11 ROOSEVELT TRAIL		WINDHAM, ME 04062
7/ 69/ / /	7 ROOSEVELT TR	PENDEXTER ROBERT		7 ROOSEVELT TRAIL		WINDHAM, ME 04062
7/ 69/ A/ /	3 ROOSEVELT TR	MS HOUSING LLC		5 ORCHARD CIRCLE		WESTBROOK, ME 04092
7/ 70/ / /	1 ROOSEVELT TR	BACHELDER THOMAS W		86 EMERSON DRIVE		WINDHAM, ME 04062
7/ 85/ A/ /	8 DOW LN	MCGRADY SEAMUS F		8 DOW LANE		WINDHAM, ME 04062
7/ 85/ B/ /	12 DOW LN	KIRKPATRICK LEON E JR &	KIRKPATRICK KATHY J	3087 BELLERIVE DRIVE		ST LOUIS, MO 63121
7/ 85/ C/ /	DOW LN	GOODALL JOAN S		1 DEPOT STREET		RICHMOND, ME 04357
7/ 85/ D/ /	27 POND VILLA	COMAS-COLE DIANE		27 POND VILLA		WINDHAM, ME 04062
24/ 10/ / /	18 ROOSEVELT TR	HARMON DONALD L		18 ROOSEVELT TRAIL		WINDHAM, ME 04062
24/ 11/ / /	2 LAND OF NOD RD	FOWLER WILLIAM W SR		2 LAND OF NOD ROAD		WINDHAM, ME 04062
24/ 12/ / /	4 LAND OF NOD RD	GALLANT SUSAN L		4 LAND OF NOD RD		WINDHAM, ME 04062
24/ 13/ A/ /	8 LAND OF NOD RD	SPURLING BETTE		207 SEAWALL ROAD		SOUTHWEST HARBOR, ME 04679
24/ 15/ A/ /	5 LAND OF NOD RD	LAVIGNE PAMELA J		5 LAND OF NOD ROAD		WINDHAM, ME 04062
24/ 16/ / /	3 LAND OF NOD RD	JOHNSON HENRY M &	JOHNSON DEBORAH L	3 LAND OF NOD ROAD		WINDHAM, ME 04062
24/ 17/ / /	24 ROOSEVELT TR	GORELOV ALEXANDER P		29 INKHORN BROOK RD		WINDHAM, ME 04062
24/ 18/ / /	4 AVIATOR WAY	OK LINSCOTT &	SREY KIMHONG	4 AVIATOR WAY		WINDHAM, ME 04062
24/ 18/ 1/ /	26 ROOSEVELT TR	DEMIK LLC		26 ROOSEVELT TR		WINDHAM, ME 04062
24/ 19/ / /	28 ROOSEVELT TR	WEAR APRIL		28 ROOSEVELT TR		WINDHAM, ME 04062
24/ 19/ A/ /	12 AVIATOR WAY	LABONTE MARC P &	MOREAU PAMELA D	PO BOX 1824		WINDHAM, ME 04062
24/ 20/ / /	30 ROOSEVELT TR	KLUCHNIK BILLY &	KLUCHNIK ELENA	PO BOX 937		WINDHAM, ME 04062
24/ 21/ / /	32 ROOSEVELT TR	KLUCHNIK BILLY &	KLUCHNIK ELENA	PO BOX 937		WINDHAM, ME 04062
24/ 22/ / /	34 ROOSEVELT TR	KLUCHNIK BILLY &	KLUCHNIK ELENA	PO BOX 937		WINDHAM, ME 04062
24/ 23/ / /	36 ROOSEVELT TR	COLE JEFFREY W &	COLE CARRIE ANN H	36 ROOSEVELT TRAIL		WINDHAM, ME 04062
24/ 24/ / /	36 A ROOSEVELT TR	CHARETTE DOUGLAS &	CHARETTE NICOLE	36A ROOSEVELT TR		WINDHAM, ME 04062
24/ 25/ / /	38 ROOSEVELT TR	IANKOV MARTIN		PO BOX 721		PORTLAND, ME 04104
7/ 85/ E/ /	16 POND VILLA	PLATI JOSHUA T &	PLATI HEATHER E	16 POND VILLA		WINDHAM, ME 04062
7/ 85/ E01/ /	POND VILLA	CARPENTIER JOHN L &	CARPENTIER PATRICIA A	94 NORTHWOOD DRIVE		PORTLAND, ME 04103
7/ 62/ A01/ /	6 PLANTE DR	PLANTE SYLVAIN &	CLOUTIER NANCY	PO BOX 545		NAPLES, ME 04055



STATE OF MAINE  
DEPARTMENT OF  
INLAND FISHERIES & WILDLIFE  
284 STATE STREET  
41 STATE HOUSE STATION  
AUGUSTA ME 04333-0041



November 7, 2019

Jeff Amos  
Terradyn Consultants LLC  
P.O. Box 339  
New Gloucester, ME 04260

**RE: Information Request - Twilight Cove Retirement Community, Windham**

Dear Jeff:

Per your request received October 30, 2019, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and fisheries habitat concerns within the vicinity of the *Twilight Cove Retirement Community Project* in Windham. Per your letter, surveys for vernal pools have been conducted, and none were identified onsite.

Our Department has not mapped any Essential or Significant Wildlife Habitats that would be directly affected by your project.

***Endangered, Threatened, and Special Concern Species***

**Bats**

Of the eight species of bats that occur in Maine, the three *Myotis* species are protected under Maine's Endangered Species Act (MESA) and are afforded special protection under 12 M.R.S §12801 - §12810. The three *Myotis* species include little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are listed as Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat.

While a comprehensive statewide inventory for bats has not been completed, based on historical evidence it is likely that several of these species occur within the project area during migration and/or the breeding season. However, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

***Fisheries Habitat***

We recommend that 100-foot undisturbed vegetated buffers be maintained along streams and waterbodies. Buffers should be measured from the edge of stream or associated fringe and floodplain wetlands. Maintaining and enhancing buffers along streams that support coldwater fisheries is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various

forms of aquatic life necessary to support conditions required by many fish species. Stream crossings should be avoided, but if a stream crossing is necessary, or an existing crossing needs to be modified, it should be designed to provide full fish passage. Small streams, including intermittent streams, can provide crucial rearing habitat, cold water for thermal refugia, and abundant food for juvenile salmonids on a seasonal basis and undersized crossings may inhibit these functions. Generally, MDIFW recommends that all new, modified, and replacement stream crossings be sized to span at least 1.2 times the bankfull width of the stream. In addition, we generally recommend that stream crossings be open bottomed (i.e. natural bottom), although embedded structures which are backfilled with representative streambed material have been shown to be effective in not only providing habitat connectivity for fish but also for other aquatic organisms. Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils from construction activities can travel significant distances as well as transport other pollutants resulting in direct impacts to fish and fisheries habitat. In addition, we recommend that any necessary instream work occur between July 15 and October 1.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program, Maine Department of Marine Resources, and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,



Becca Settele  
Wildlife Biologist



**Pineland**  
Cumberland Hall  
41 Campus Drive, Suite 101  
New Gloucester, ME 04260

**Portland**  
565 Congress Street, Suite 310  
Portland, ME 04101

October 22, 2019

Kirk F. Mohney, Director  
Maine Historic Preservation Commission  
55 Capitol Street, 65 State House Station  
Augusta, ME 04333-0065



**REQUEST FOR PROJECT REVIEW**  
**TWILIGHT COVE – RETIREMENT COMMUNITY, WINDHAM, MAINE**

Dear Kirk:

Terradyn Consultants, LLC has been retained by Chase Custom Homes & Finance, Inc. to prepare civil-site plans and permit applications for proposed improvements at the proposed Twilight Cove Retirement Community. The site is located at 19 Roosevelt Trail in Windham at a now-defunct campground. The applicant is proposing to create a sixty two unit 55+ community along with associated amenities, access roads, utilities & stormwater facilities.

We are requesting that you review available information to determine if the project will have an impact on historic structures or archaeological resources. We've attached an excerpt of the USGS topographic map with the project site identified and a preliminary site plan.

Please contact me at [jeff@terradyconsultants.com](mailto:jeff@terradyconsultants.com) or (207) 926-5111 if you have any questions or if you need additional information to complete your review.

Sincerely,  
**TERRADYN CONSULTANTS, LLC**

Jeff Amos, P.E.

Based on the information submitted, I have concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act. Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

*Kirk F. Mohney*  
Kirk F. Mohney,  
State Historic Preservation Officer  
Maine Historic Preservation Commission

*11/4/19*  
Date



MAINE HISTORIC PRESERVATION COMMISSION  
55 CAPITOL STREET  
65 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333

JANET T. MILLS  
GOVERNOR

KIRK F. MOHNEY  
DIRECTOR

November 1, 2019

Mr. Jeff Amos  
Terradyn Consultants, LLC  
565 Congress Street, Suite 310  
Portland, ME 04101

Project: MHPC #1566-19      Lopez; 293 Portland Road  
Self Storage Expansion  
Town: Bridgton, ME

Dear Mr. Amos:

In response to your recent request, I have reviewed the information received October 28, 2019 to initiate consultation on the above referenced project in accordance with the requirements of Maine Department of Environmental Protection.

Based on the information provided, I have concluded that there are no National Register eligible properties on or adjacent to the proposed project site. In addition, the parcel is not considered sensitive for archaeological resources.

Please contact Megan M. Rideout of our staff, at [megan.m.rideout@maine.gov](mailto:megan.m.rideout@maine.gov) or 207-287-2992, if we can be of further assistance in this matter.

Sincerely,

Kirk F. Mohney  
State Historic Preservation Officer



## **STORMWATER MANAGEMENT PLAN**

### **Sunrise Cove Windham, Maine**

The following Stormwater Management Plan has been prepared for the Sunrise Cove Project to evaluate stormwater runoff and erosion control for the proposed 60 unit retirement community & 6 unit mixed development units located at 19 Roosevelt Trail, in Windham, Maine.

#### **Site Calculations**

Total Property Area	38.3 Ac (+/-)
Total Project Impervious Area	5.07 Ac
Total Developed Area	10.40 Ac

#### **Existing Conditions**

The development parcel is located on the north side of Route 302 at 19 Roosevelt Trail, just west of the Town of Windham/Town of Falmouth & Town of Windham/City of Westbrook town lines. The site contains the remnants of an old RV campground. There are a series of paved and gravel roads that run through the site. There are numerous camp sites throughout. The site is located just upstream of Highland Lake. Highland Lake is identified as a lake watershed most at risk by the Maine DEP. A copy of the composite U.S.G.S. Quadrangle Map is attached to this submittal.

The developed area generally drains into a large forested wetland that lies between the site & Highland Lake. The onsite slopes are generally between 3%-5%. There is a man-made ditch that runs along the outer edge of the park that diverts offsite runoff around the developed area and to Highland Lake. The outlet of the man-made ditch and the forested wetland are modeled as Study Point #1 and Study Point #2, respectively in the attached stormwater calculations.

#### **Flooding**

The development area is not located within an area of flood hazard according to the Federal Insurance Rate Maps 230045 0006 B, 230045 0010 B, 230054 0001 B & 230189 0030 B. See attached map.

#### **Modeling Assumptions**

The onsite stormwater facilities were sized utilizing the USDA Soil Conservation Service (SCS) TR-20 Runoff Simulation Model, as contained in the HydroCAD computer software program (Version 9.0). Runoff curve numbers were determined for each direct watershed by measuring the area of each hydrologic soil group within each type of land cover. Weighted curve numbers were then

calculated using curve numbers for various cover types and hydrologic soil groups, assuming “good” conditions as defined in U.S Soil Conservation Service (SCS) publications. Times of concentration and travel times were determined from site topographic maps in accordance with SCS procedures. A maximum length of 150 feet was used for sheet flow.

All of the watersheds’ peak runoff rates were analyzed for the 2, 10, and 25-year frequency, 24-hour duration storm events. A Type III rainfall distribution was applied to these storms. The rainfall amounts for Cumberland County are as follows:

<b>Storm Frequency Precipitation (in./24 hr)</b>	
2-year	3.1
10-year	4.6
25-year	5.8

**Onsite Soils**

The soils were delineated by Mark Hampton of Mark Hampton Associates. His Class B High Intensity Soil Survey is attached to this submission.

**Water Quantity (Flooding Standard)**

The following table summarizes the results of stormwater calculations for the design storm events for the project areas. Calculations and computer modeling sheets are provided with this report.

<b>Table 1 - Stormwater Runoff Summary Table Pre-Development vs. Post-Development</b>						
<b>Study Point #</b>	<b>2Yr/24Hr (cfs)</b>		<b>10Yr/24Hr (cfs)</b>		<b>25Yr/24Hr (cfs)</b>	
	<b>Pre</b>	<b>Post</b>	<b>Pre</b>	<b>Post</b>	<b>Pre</b>	<b>Post</b>
1	22.9	19.3	50.2	50.1	74.2	74.1
2	8.3	6.8	19.0	17.9	28.6	28.6

As the above result table shows, the post-development flow rates for the 2, 10, and 25-year/24 hour design storm events do not exceed the pre-development conditions.

**Water Quality (Phosphorus Export Calculations)**

**Existing Conditions:**

The site contains the remnants of an old RV campground. There are a series of paved and gravel roads that run through the site. The former owner of the property & founder of the campground created a large ditch that directs runoff around the campground. The ditch receives runoff from the Route 302 drainage system.

We walked the site with representatives from the MDEP & Town of Windham Engineering staff prior to snowfall in November of 2018. The site walk was conducted during the rain and drainage patterns were easily observed.

The existing phosphorus export from the existing site can be broken into two primary sections: an evaluation of the onsite sources of phosphorus export and an evaluation of the offsite sources of phosphorus export that flow through the site.

### **Phosphorus Export from On-Site Sources**

The development parcel is home to a recreational vehicle campground that was established many decades ago (more than 50 years). The site contained at least 34 RV sites, a bath house, a series of access roads and a house/office. The house was in disrepair and was demolished sometime in 2016/2017. The property has not been in heavy use as a campground for quite some time. It appears that the campground converted to long term rentals in its later years. The campsites are shown on D-1.0.

Engineers from our office have taken a careful accounting of the existing site, particularly in relation to existing drainage patterns from the developed portion of the property. The campsite locations & sizes are shown on the attached plan. We observed the site on multiple occasions when raining to ensure that we had an accurate understanding of the characteristics of the site. The following is a list of what we found:

1. All sites were located & measured from a series of site visits done in the summer & fall of 2018. The sites are shown on D-1.0.
2. Shallow test pits on several of the sites indicated that most were entirely located upon an old gravel pad. Some of the sites are growing back in so all areas were not tested. It appears that when in operation, each site was approximately 50% gravel & 50% grass.
3. The sites closer to Route 302 – particularly on the north side of the road, from the intersection with Route 302 to the bathhouse- contained no signs of woody vegetation. We believe that this area experienced heavy usage more recently than the remainder of the site. The remainder of the sites and road were in various stages of reverting to a natural condition.
4. Almost all of the internal roadway system is lower in elevation than the surrounding campsites. Runoff generally flows down the road and outlets to one of the defined stormwater channels.
5. The property generally drains to the south (toward Highland Lake). The sites on the northerly side of the road drain into the road. The sites on the southerly side of the road generally drain away from the road.
6. We moved some of the leaves off the road and determined that the first portion of access road typically features between 14'-16' of pavement. For the purposes of calculation, we have used an assumed width of 14' in this section.
7. Beyond the bathhouse, the road narrows to 10' and is comprised of either broken asphalt or gravel.
8. We believe that there are three distinct use patterns with the old campground.

- *Use Pattern 1:* Sites 1 & 2 and the access road from Route 302 to those sites have had been subject to regular use from the development of the campground to current day. This area would produce the highest level of phosphorus export so we are modeling the export coefficients for the access road to be 50% of a road (0.875) and the sites to be 0.925 (half impervious/half grass).
- *Use Pattern 2:* Sites 3, 6, 8, 10, 12 & 14 and the access road to the bathhouse experienced regular use within the last decade. The road was serving as an 8 lot private way. The site 1 tenant stated that there were 7 or 8 trailers using these sites within two or three years of the applicant's purchase of the property. However, around the time of purchase, there were no more than 3 lots being used. All of the sites in this pattern area are free of woody vegetation and were obviously in use in recent years, but in order to be conservative, we are modeling Site 3 with an export coefficient of 0.50 and the rest at 0.30. The access road hasn't experience regular usage so we believe it to be appropriate to use a coefficient that has a value of 50% of that of a driveway.
- *Use Pattern 3:* The remainder of the access roads and sites are in various stages of becoming naturalized. At the peak of the campground operations, these sites were likely a major source of phosphorus, but their impact has significantly decreased over the years. We are using an export coefficient of 0.3 for all of this area.

We discussed our approach to phosphorus modeling for this project with the Maine DEP. They provided guidance on appropriate export coefficients based upon the condition of the site.

We have prepared an evaluation of the phosphorus export using MDEP methodology & published spreadsheets. Those worksheets are attached. According to our calculations, the developed portion of the site lies on approximately 6.1 acres of the overall 38.3 acre parcel and currently exports approximately 0.79 lbs of phosphorus per year. The remainder of the site has an associated budget of approximately 0.64 lbs of phosphorus per year (0.02 lbs/yr x 32.19 acres). Therefore, the total phosphorus budget for the 19 Roosevelt Trail property is approximately **1.43 lbs** of phosphorus per year. This assumes that the existing development will be entirely removed and replaced or revegetated.

It should be noted that the large ditch that flows around the project area is currently un-stabilized and has been identified by the Highland Lake Association as chronic problem area. Improvements to the ditch could provide a significant, albeit unquantifiable, reduction in phosphorus export/sediment transport to the lake.

#### **Phosphorus Export from Off-Site Sources**

The former owner of the property & founder of the campground created a large ditch that directs runoff around the campground. The ditch receives runoff from the Route 302 drainage system and several adjacent lots. The ditch grows in size a bit further into the site and is up to 5' deep in some sections. We believe that a stormwater pond could be constructed in-line with the ditch that could remove some of the phosphorus that is exported to Highland Lake from the Route 302 drainage system.

D-1.1 shows the area that drains into the onsite ditch. We used MDOT right of way maps to determine the layout of the existing stormwater system & to aid in the evaluation of the contributing watershed. Our analysis showed that the onsite ditch drains approximately 620' of the full width of the Route 302 right of way as well as the full or partial runoff from eight nearby lots. Much of this area is getting no treatment. Attached sheet D-1.1 shows the areas that are flowing into the beginning of the ditch. It also shows the areas that are receiving no treatment vs those that are getting some informal buffer treatment.

We prepared an evaluation of the phosphorus export that comes from the MDOT right of way. According to our calculations, the ditch conveys approximately 2.65 lbs of phosphorus to Highland Lake per year.

### **Onsite Soils**

The onsite soils are shown on D-1.0 and were obtained from a Class A High Intensity Soil Survey performed by Mark Hampton Associates. Mark delineated the onsite soils during the summer/fall of 2018. The onsite wetlands were delineated in 2016 & verified/updated in 2017 by Mark Cenci Geologic. MDEP staff performed a series of site visits in 2017 to confirm that the wetlands were accurately delineated. They determined that the current plan accurately shows the onsite wetlands.

### **Existing Forested Buffers Adjacent to Campsites**

We evaluated the slope, flow length and underlying soils to determine approximate treatment values associated with the informal onsite & offsite buffers. The assumed buffer flow path locations can be seen on D-1.0 & D-1.1. Additionally, we've added a table to each sheet that outlines the necessary inputs and the corresponding calculated treatment values.

### **Proposed Development:**

Best Management Practices (BMPs) will be implemented to reduce the impacts of site development on downstream water quality. The property is located in the Highland Lake Watershed. Highland Lake is identified by the MDEP as a lake most at risk from development.

### **Highland Lake Watershed**

The allowable per acre allocation of phosphorus export for the portion of the site that is within the Highland Lake Watershed is 0.020 lbs/acre of developable land. There are approximately 38.3 developable acres within the Town of Windham that have an associated allocation of 0.644 lbs/year of allowable phosphorus export. See attached NWI Map.

Phosphorus export will be reduced by the implementation of a variety of BMPs. First, a large gravel wetland will be constructed in-line with the large drainage swale. This pond is oversized to attain the maximum removal efficiency of 75%. According to our calculations, the ponds water quality volume is equal to the watershed runoff that is produced from a 2.2" storm event.

Almost all of the proposed developed area drains to one of two gravel wetlands that are located on the downstream end of the property. Those ponds area also oversized to remove as much phosphorus as practicable.

Most of the proposed roof areas will drain to roof drain filter strips.

A worksheet that summarizes the phosphorus export has been included in the calculations. The oversized gravel wetlands & extensive use of roof drain were used to reduce the total expected phosphorus of onsite & offsite runoff to a level that is 1.24 lbs/year **BELOW** the allocation. Calculations have been provided detailing the water quality volume derivations for the gravel wetlands. To put this in even clearer terms, the existing site & untreated runoff that passes through the large drainage swale exports approximately 3.44 lbs/year of phosphorus. Our proposed site will export approximately 2.84 lbs/year. **This development will result in an approximate reduction of 0.6 lbs of phosphorus per year.**

Housekeeping and Maintenance & Inspection guidelines are attached to this report.

### **BMP Sizing**

#### *Roof Dripline Filter Bed*

We propose to provide treatment for the roof runoff for each of the proposed buildings homes. The bed is required to provide volume for 1" of runoff from the contributing area and store it within a reservoir bed. The bed sizing is as follows:

Area of Watershed: = 700 SF

Treatment Volume Required: Area x runoff depth: 700 SF x 1/12 FT = 58.33 CF

Bed Sizing:

Porosity = 40%

Bed Length = 45'

Bed Width = 3'

Bed Depth = 1.5

Available Volume= 45' x 3' x 1.5' x 0.40 = 81 CF.

The design is adequate since the available volume exceeds the required volume. The filter strips meet the standard sizing criteria and will have a corresponding treatment factor of 0.4.

Gravel Wetland #1

Forebay

STAGE (FT)	AREA (SF)	STORAGE (CF)
194.5	270	0
195	430	175
196	750	765

Cell #1

STAGE (FT)	AREA (SF)	STORAGE (CF)
194.5	3170	0
195	3530	1730
196	4250	5565

Cell #2

STAGE (FT)	AREA (SF)	STORAGE (CF)
194.5	3170	0
195	3530	1675
196	4250	5565

Total Pond

STAGE (FT)	AREA (SF)	STORAGE (CF)
194.5	6610	0
195	7490	3525
196	9250	11895
196.01	9500	11895
197	10400	21746
198	10700	30810
198.8	11700	39986

WATERSHED IMPERVIOUS AREA= 75243 SF  
 WATERSHED LANDSCAPED AREA= 61639 SF  
 REQUIRED WATER QUALITY VOLUME= 8325 CF  
 PROVIDED WATER QUALITY VOLUME= 11895 CF  
 TREATMENT FACTOR= 0.28 (0.25 Max)

The required water quality volume was calculated by multiplying the impervious area by 1.0" and the landscaped area by 0.4".

Gravel Wetland #2

Forebay

STAGE (FT)	AREA (SF)	STORAGE (CF)
194.5	615	0
195	785	350
196	1125	1305

Cell #1

STAGE (FT)	AREA (SF)	STORAGE (CF)
194.5	3300	0
195	3733	1758
196	4600	5925

Cell #2

STAGE (FT)	AREA (SF)	STORAGE (CF)
194.5	3300	0
195	3733	1758
196	4600	5925

Total Pond

STAGE (FT)	AREA (SF)	STORAGE (CF)
194.5	7215	0
195	8252	3867
196	10325	13155
196.01	10600	13155
197	12150	24416
198	14100	37394
198.8	15100	48235

WATERSHED IMPERVIOUS AREA= 53397 SF  
 WATERSHED LANDSCAPED AREA= 110319 SF  
 REQUIRED WATER QUALITY VOLUME= 8127 CF  
 PROVIDED WATER QUALITY VOLUME= 13155 CF  
 TREATMENT FACTOR= 0.25 (0.25 Max)

The required water quality volume was calculated by multiplying the impervious area by 1.0" and the landscaped area by 0.4".



Gravel Wetland #3

Forebay

STAGE (FT)	AREA (SF)	STORAGE (CF)
223	850	0
224	1217	1033
224.5	1400	1688

Cell #1

STAGE (FT)	AREA (SF)	STORAGE (CF)
223	6400	0
224	7133	6767
224.5	7500	10425

Cell #2

STAGE (FT)	AREA (SF)	STORAGE (CF)
223	6400	0
224	7133	6767
224.5	7500	10425

Total Pond

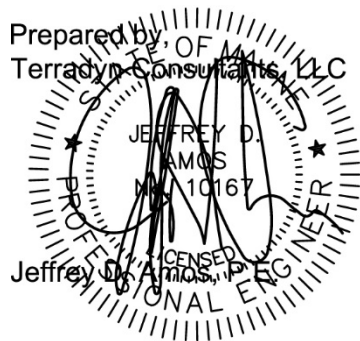
STAGE (FT)	AREA (SF)	STORAGE (CF)
223	13650	0
224	15483	14567
224.5	16400	22538
224.51	17000	22538
225	17600	31015
226.3	19500	54798

WATERSHED IMPERVIOUS AREA=	76588	SF
WATERSHED LANDSCAPED AREA=	98250	SF
WATERSHED FORESTED AREA=	500,000	SF
REQUIRED WATER QUALITY VOLUME=	13824	CF
PROVIDED WATER QUALITY VOLUME=	22538	CF
TREATMENT FACTOR=	0.25	(0.25 Max)

The required water quality volume was calculated by multiplying the impervious area by 1.0", the landscaped area by 0.4" and the forested area by 0.1" Our calculations showed that the water quality volume was equivalent to the entire runoff from the 2.2"/24 hour storm event.

**Summary**

Based on the results of this evaluation, the proposed stormwater design is not expected to cause flooding, erosion or other significant adverse effects downstream of the site.



Attached:

Phosphorus Export Worksheets  
Pre Development Hydrocad Calculations  
Post Development Hydrocad Calculations  
Pond Spillway Check – 25 Year  
Pond Spillway Check – 100 Year  
First Flush Calculation  
Pipe Sizing Calculations  
Maintenance & Inspection of Stormwater Facilities  
Housekeeping Plan  
D-1.0 Existing Campground with Contours  
D-1.1 Offsite Untreated Area Map  
Pre Development Watershed Maps  
Post Development Watershed Maps  
Stormwater Treatment Map



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Twilight Cove  
19 Roosevelt Trail  
Windham, ME  
Chase Custom Homes and Finance

**Soil Narrative Report**

DATE: Soil Profiles observed on October 26, 2018

BASE MAP: Base plan provided by Terradyn Consultants LLC scale 1 inch equals 50 feet and two foot contours.

GROUND CONTROL: Soil survey boundaries located by Mark Hampton Associates, Inc. for Class A Soil Survey

**Class A-High Intensity Soil Survey (Minimum Standards)**

Mapping units of 1/8 acre or larger.  
Scale of 1"= 100 feet or larger.  
Up to 25% inclusions in mapping units of which no more than 15% may be dissimilar soils.  
Ground Control – test pits located under the direction of a registered land surveyor, or qualified professional engineer.  
Base Map –2 foot contour intervals

**Provided:**

Mapping units of 1/8 acre or larger  
Base map scale of 1"= 50 feet.  
Up to 25 percent inclusions in mapping units of which no more than 15 percent is dissimilar soils.  
Baseline information and test pits located by gps equipment with accuracy to 3 feet.  
Ground topographic survey with two foot contours and ground control provided.

The accompanying soil profile descriptions, soil map, and this soil narrative report were done in accordance with the standards adopted by the Maine Association of Professional Soil Scientists, and the Maine Board of Certification of Geologists and Soil Scientists.

Mark J. Hampton C.S.S. #216, L.S.E. #263 11/21/18  
Mark J. Hampton Date





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**Marlow**  
(Oxyaquic Haplorthods)

**SETTING**

PARENT MATERIAL: Derived from compact loamy glacial till.  
LANDFORM: Till plains, hills and ridges.  
POSITION IN LANDSCAPE: Plains and middle levels.  
SLOPE GRADIENT RANGES: (A) 0-3%

**COMPOSITION AND SOIL CHARACTERISTICS**

DRAINAGE CLASS: Well drained

TYPICAL PROFILE:

<u>Surface Layer:</u>	Gray coarse sandy loam, 0-7"
<u>Subsurface Layer:</u>	Yellowish red, stony sandy loam, 7-16"
<u>Subsoil Layer:</u>	Red brown, stony coarse sandy loam 16-25"
<u>Substratum:</u>	Olive gray, coarse sandy loam rocky, 25-65"

HYDROLOGIC GROUP: Group C  
SURFACE RUNOFF: Moderately Rapid  
PERMEABILITY: Moderate in solum, slow in substratum  
DEPTH TO BEDROCK: Greater than 65 inches  
HAZARD TO FLOODING: None

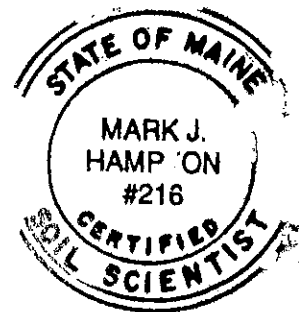
**INCLUSIONS**

(Within Mapping Unit)

CONTRASTING: Dixfield, Colonel

**USE AND MANAGEMENT**

Development: There are few limiting factors for building site development





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**Dixfield**  
(Aquic Haplorthods)

**SETTING**

PARENT MATERIAL: Derived from compact loamy glacial till.  
LANDFORM: Till plains, hills and ridges.  
POSITION IN LANDSCAPE: Plains and middle levels.  
SLOPE GRADIENT RANGES: (A) 0-3%, (B) 3-8%, (C) 8-15%

**COMPOSITION AND SOIL CHARACTERISTICS**

DRAINAGE CLASS: Moderately well drained with a perched watertable from 1.0 to 2.0 feet below the surface at some time from October to May or during periods of heavy precipitation.

TYPICAL PROFILE:

<u>Surface Layer:</u>	Dark brown, stony sandy loam, 0-7"
<u>Subsurface Layer:</u>	Brown, sandy loam, 7-20"
<u>Subsoil Layer:</u>	Olive brown, stony sandy loam 16-31"
<u>Substratum:</u>	Olive gray, stony sandy loam, 25-65"

HYDROLOGIC GROUP: Group C  
SURFACE RUNOFF: Moderately Rapid  
PERMEABILITY: Moderate in solum, slow in substratum  
DEPTH TO BEDROCK: Greater than 65 inches  
HAZARD TO FLOODING: None

**INCLUSIONS**

(Within Mapping Unit)

CONTRASTING: Colonel, Brayton, Lyman-Tunbridge

**USE AND MANAGEMENT**

Development: There are few limiting factors for building site development





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**Colonel**  
(Aquic Haplorthods)

**SETTING**

PARENT MATERIAL: Derived from dense, loamy glacial till  
LANDFORM: Drumlins and Sideslopes of glaciated uplands  
POSITION IN LANDSCAPE: Mid-positions on landform  
SLOPE GRADIENT RANGES: (A) 0-3%, (B) 3-8%

**COMPOSITION AND SOIL CHARACTERISTICS**

DRAINAGE CLASS: Somewhat poorly drained with a perched watertable from 1.0 to 2.0 feet below the surface at some time from October to May or during periods of heavy precipitation.

TYPICAL PROFILE: Surface Layer: Dk gray brown, stony sandy loam 0-3"  
Subsurface Layer: Dark Brown, stony sandy loam, 3-12"  
Subsoil Layer: Olive Brown, stony sandy loam, 12-18"  
Substratum: Olive, stony, sandy loam, 18-65"

HYDROLOGIC GROUP: Group C  
SURFACE RUNOFF: Moderate to moderately slow  
PERMEABILITY: Moderate and moderately slow  
DEPTH TO BEDROCK: Greater than 65 inches  
HAZARD TO FLOODING: None

**INCLUSIONS**

(Within Mapping Unit)

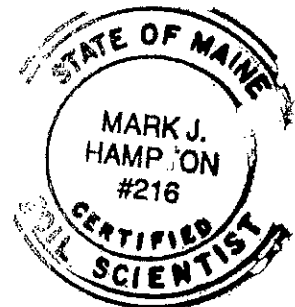
CONTRASTING: Brayton, Dixfield

**USE AND MANAGEMENT**

Development: The limiting factor for building site development is wetness due to the presence of a high watertable for a portion of the year. Proper foundation drainage or site modification is recommended.

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**Brayton**  
(Aeric Epiaquepts)

## SETTING

PARENT MATERIAL: Derived from dense glacial till  
LANDFORM: Toeslopes and depressions in glaciated uplands  
POSITION IN LANDSCAPE: Lower positions on landform  
SLOPE GRADIENT RANGES: (A) 0-3%, (B) 3-8%

## COMPOSITION AND SOIL CHARACTERISTICS

DRAINAGE CLASS: Poorly drained with a perched watertable from 0.0 to 1.0 feet below the surface at some time from October to May or during periods of heavy precipitation.

TYPICAL PROFILE:

<u>Surface Layer:</u>	Dk gray brown, stony fine sandy loam 0-5"
<u>Subsurface Layer:</u>	Gray Brown, stony fine sandy loam, 5-15"
<u>Subsoil Layer:</u>	Olive gray, stony fine sandy loam, 15-24"
<u>Substratum:</u>	Olive fine sandy loam, 24-65"

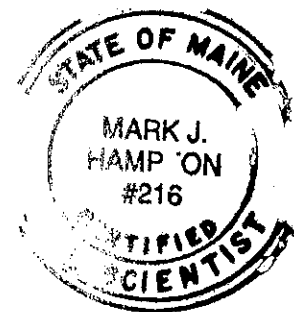
HYDROLOGIC GROUP: Group C  
SURFACE RUNOFF: Moderate to moderately slow  
PERMEABILITY: Moderate and moderately slow  
DEPTH TO BEDROCK: Greater than 65 inches  
HAZARD TO FLOODING: None

## INCLUSIONS (Within Mapping Unit)

CONTRASTING: Dixfield, Colonel

## USE AND MANAGEMENT

Development: The limiting factor for building site development is wetness due to the presence of a high watertable for a portion of the year. Proper foundation drainage or site modification is recommended.







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Chase Custom Homes & Finance

**Sebago**  
(Fibric Haplohemists)

**SETTING**

PARENT MATERIAL: Derived in woody and organic deposits  
LANDFORM: Bogs and swamps  
POSITION IN LANDSCAPE: Lower positions on landform  
SLOPE GRADIENT RANGES: (A) 0-3%

**COMPOSITION AND SOIL CHARACTERISTICS**

DRAINAGE CLASS: Very poorly drained with an apparent watertable from 0.0 to 1.0 feet below the surface at some time from October to May or during periods of heavy precipitation.

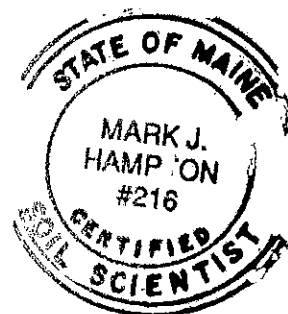
TYPICAL PROFILE: Surface Layer: Black organic material, 0-50"  
Subsurface Layer: Gray sandy loam, firm  
Subsoil Layer:  
Substratum:

HYDROLOGIC GROUP: Group D  
SURFACE RUNOFF: Low or surface ponded  
PERMEABILITY: Moderately rapid in the organic horizons  
DEPTH TO BEDROCK: Greater than 65 inches  
HAZARD TO FLOODING: Possible to likely

**INCLUSIONS**

(Within Mapping Unit)

CONTRASTING: Scantic



**USE AND MANAGEMENT**

Development: The limiting factor for building site development is severe water due to the presence of a high watertable for a portion of the year. This soil is hydric and would be considered wetland.

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SS62

# SOIL PROFILE / CLASSIFICATION INFORMATION

## DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: **Twilight Cove**      Applicant Name: **Chase Custom Homes & Finance**      Project Location (municipality): **Windham**

Exploration Symbol # **SS-1**     Test Pit     Boring     Probe

Organic horizon thickness \_\_\_\_\_    Ground surface elev. \_\_\_\_\_

Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E.    Soil Classification: **3 C**    Slope: **10**    Limiting Factor: **17**     Groundwater     Restrictive Layer     Bedrock

S.S.    Profile:    Condition:    Percent:    Depth:     Hydric     Non-hydric    Hydrologic    Soil Group:

**Dixfield MWD**

Exploration Symbol # **SS-2**     Test Pit     Boring     Probe

Organic horizon thickness \_\_\_\_\_    Ground surface elev. \_\_\_\_\_

Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E.    Soil Classification: **3 C**    Slope: **6**    Limiting Factor: **15**     Groundwater     Restrictive Layer     Bedrock

S.S.    Profile:    Condition:    Percent:    Depth:     Hydric     Non-hydric    Hydrologic    Soil Group:

**Dixfield MWD**

Exploration Symbol # **SS-3**     Test Pit     Boring     Probe

Organic horizon thickness \_\_\_\_\_    Ground surface elev. \_\_\_\_\_

Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E.    Soil Classification: **3 C**    Slope: **10**    Limiting Factor: **16**     Groundwater     Restrictive Layer     Bedrock

S.S.    Profile:    Condition:    Percent:    Depth:     Hydric     Non-hydric    Hydrologic    Soil Group:

**Dixfield MWD**

Exploration Symbol # **SS-4**     Test Pit     Boring     Probe

Organic horizon thickness \_\_\_\_\_    Ground surface elev. \_\_\_\_\_

Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20				
30	Sandy Loam	Firm	Olive	
40				
50				
60				

Soil Details by S.E.    Soil Classification: **4 B**    Slope: **2**    Limiting Factor: **22**     Groundwater     Restrictive Layer     Bedrock

S.S.    Profile:    Condition:    Percent:    Depth:     Hydric     Non-hydric    Hydrologic    Soil Group:

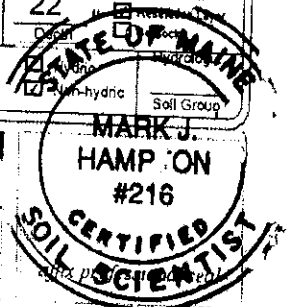
**Marlow WD**

**INVESTIGATOR INFORMATION AND SIGNATURE**

Signature: *Mark J. Hampton*      Date: **10/30/2018**

Name Printed: **Mark J Hampton**      Cert/Lic/Reg. #: **263/216**

Title:  Licensed Site Evaluator     Certified Soil Scientist     Certified Geologist     Professional Engineer



**SOIL PROFILE / CLASSIFICATION INFORMATION**

**DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES**

Project Name: **Twilight Cove**

Applicant Name: **Chase Custom Homes & Finance**

Project Location (municipality): **Windham**

5562

Exploration Symbol # SS-5  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. **3** Soil Classification **C** Slope **2** Limiting Factor **18**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Dixfield MWD**  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # SS-6  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. **3** Soil Classification **C** Slope **6** Limiting Factor **17**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Dixfield MWD**  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # SS-7  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

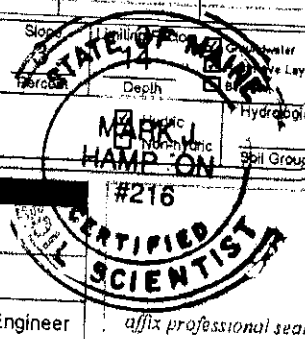
Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. **3** Soil Classification **D** Slope **3** Limiting Factor **14**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Colonel SPD**  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # SS-8  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Black	
10	Sandy Loam	Firm	Gray	Common and Distinct
20				
30				
40				
50				
60				

Soil Details by S.E. **3** Soil Classification **E** Slope **6** Limiting Factor **10**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Brayton PD**  Hydric  Non-hydric Hydrologic Soil Group



**INVESTIGATOR INFORMATION AND SIGNATURE**

Signature: *Mark J. Hampton* Date: **10/30/2018**

Name Printed: **Mark J Hampton** Cert/Lic/Reg. #: **263/216**

Title:  Licensed Site Evaluator  Certified Soil Scientist  Certified Geologist  Professional Engineer

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SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: Twilight Cove Applicant Name: Chase Custom Homes & Finance Project Location (municipality): Windham

Exploration Symbol # SS-9 [X] Test Pit [ ] Boring [ ] Probe. Soil Classification: 3 D, Slope: 3, Limiting Factor: 12. Soil Series/Phase Name: Colonel SPD.

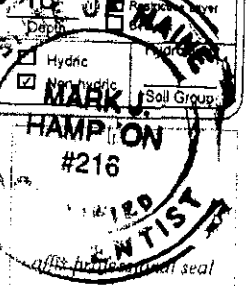
Exploration Symbol # SS-10 [X] Test Pit [ ] Boring [ ] Probe. Soil Classification: 3 C, Slope: 6, Limiting Factor: 18. Soil Series/Phase Name: Dixfield MWD.

Exploration Symbol # SS-11 [X] Test Pit [ ] Boring [ ] Probe. Soil Classification: 3 C, Slope: 2, Limiting Factor: 17. Soil Series/Phase Name: Dixfield MWD.

Exploration Symbol # SS-12 [X] Test Pit [ ] Boring [ ] Probe. Soil Classification: 3 C, Slope: 6, Limiting Factor: 18. Soil Series/Phase Name: Dixfield MWD.

INVESTIGATOR INFORMATION AND SIGNATURE

Signature: Mark J Hampton Date: 10/30/2018 Title: Licensed Site Evaluator



5562

**SOIL PROFILE / CLASSIFICATION INFORMATION**

**DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES**

Project Name: **Twilight Cove**      Applicant Name: **Chase Custom Homes & Finance**      Project Location (municipality): **Windham**

Exploration Symbol # SS-13     Test Pit     Boring     Probe  
 " Organic horizon thickness    Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E.    Soil Classification: **3 C**    Slope: **2**    Limiting Factor: **16**     Groundwater     Restrictive Layer     Bedrock  
 Profile    Condition    Percent    Depth  
 S.S.    Soil Series/Phase Name: **Dixfield MWD**     Hydric     Non-hydric    Hydrologic    Soil Group

Exploration Symbol # SS-14     Test Pit     Boring     Probe  
 " Organic horizon thickness    Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E.    Soil Classification: **3 C**    Slope: **10**    Limiting Factor: **15**     Groundwater     Restrictive Layer     Bedrock  
 Profile    Condition    Percent    Depth  
 S.S.    Soil Series/Phase Name: **Dixfield MWD**     Hydric     Non-hydric    Hydrologic    Soil Group

Exploration Symbol # SS-15     Test Pit     Boring     Probe  
 " Organic horizon thickness    Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E.    Soil Classification: **3 C**    Slope: **2**    Limiting Factor: **20**     Groundwater     Restrictive Layer     Bedrock  
 Profile    Condition    Percent    Depth  
 S.S.    Soil Series/Phase Name: **Dixfield MWD**     Hydric     Non-hydric    Hydrologic    Soil Group

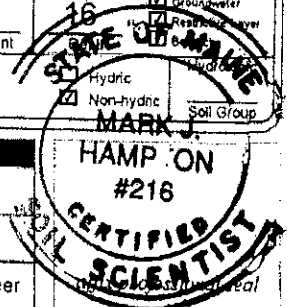
Exploration Symbol # SS-16     Test Pit     Boring     Probe  
 " Organic horizon thickness    Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E.    Soil Classification: **3 C**    Slope: **12**    Limiting Factor: **16**     Groundwater     Restrictive Layer     Bedrock  
 Profile    Condition    Percent    Depth  
 S.S.    Soil Series/Phase Name: **Dixfield MWD**     Hydric     Non-hydric    Hydrologic    Soil Group

**INVESTIGATOR INFORMATION AND SIGNATURE**

Signature: *Mark J. Hampton*      Date: **10/30/2018**  
 Name Printed: **Mark J Hampton**      Cert/Lic/Reg. #: **263/216**  
 Title:     Licensed Site Evaluator     Certified Soil Scientist     Certified Geologist     Professional Engineer



### SOIL PROFILE / CLASSIFICATION INFORMATION

### DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: **Twilight Cove**

Applicant Name: **Chase Custom Homes & Finance**

Project Location (municipality): **Windham**

Exploration Symbol # **SS-17**  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. **3** Soil Classification **D** Slope **4** Limiting Factor **14**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Colonel SPD**  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # **SS-18**  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Black	
10	Sandy Loam	Firm	Gray	Common and Distinct
20				
30				
40				
50				
60				

Soil Details by S.E. **3** Soil Classification **E** Slope **2** Limiting Factor **6**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Brayton PD**  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # **SS-19**  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

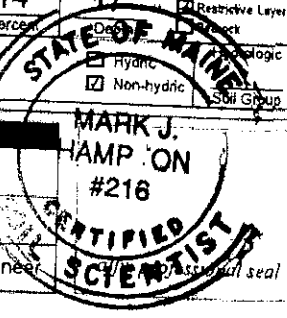
Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. **3** Soil Classification **D** Slope **4** Limiting Factor **13**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Colonel SPD**  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # **SS-20**  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. **3** Soil Classification **C** Slope **14** Limiting Factor **17**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Dixfield MWD**  Hydric  Non-hydric Hydrologic Soil Group



**INVESTIGATOR INFORMATION AND SIGNATURE**

Signature: *Mark J. Hampton* Date: **10/30/2018**  
 Name Printed: **Mark J Hampton** Cert/Lic/Reg. #: **263/216**  
 Title:  Licensed Site Evaluator  Certified Soil Scientist  Certified Geologist  Professional Engineer

**SOIL PROFILE / CLASSIFICATION INFORMATION**

**DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES**

Project Name: Twilight Cove Applicant Name: Chase Custom Homes & Finance Project Location (municipality): Windham

Exploration Symbol # SS-21  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. **3 D** Slope **6** Limiting Factor **12**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Colonel SPD**  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # SS-22  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Black	
10	Sandy Loam	Firm	Gray	Common and Distinct
20				
30				
40				
50				
60				

Soil Details by S.E. **3 E** Slope **2** Limiting Factor **6**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Brayton PD**  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # SS-23  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. **3 D** Slope **2** Limiting Factor **13**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Colonel SPD**  Hydric  Non-hydric Hydrologic Soil Group

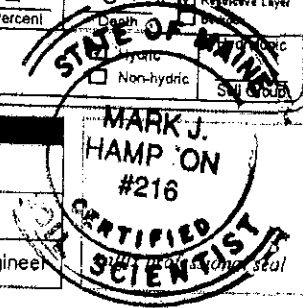
Exploration Symbol # SS-24  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Black	
10	Sandy Loam	Firm	Gray	Common and Distinct
20				
30				
40				
50				
60				

Soil Details by S.E. **3 E** Slope **2** Limiting Factor **6**  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth  
 S.S. Soil Series/Phase Name: **Brayton PD**  Hydric  Non-hydric Hydrologic Soil Group

**INVESTIGATOR INFORMATION AND SIGNATURE**

Signature: Mark J. Hampton Date: 10/30/2018  
 Name Printed: Mark J Hampton Cert/Lic/Reg. #: 263/216  
 Title:  Licensed Site Evaluator  Certified Soil Scientist  Certified Geologist  Professional Engineer



### SOIL PROFILE / CLASSIFICATION INFORMATION

### DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: **Twilight Cove**      Applicant Name: **Chase Custom Homes & Finance**      Project Location (municipality): **Windham**

Exploration Symbol # SS-25     Test Pit     Boring     Probe

" Organic horizon thickness    Ground surface elev. \_\_\_\_\_

" Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Classification: **3 D**    Slope: **2**    Limiting Factor: **12**     Groundwater  
 Profile:    Condition    Percent    Depth     Restrictive Layer  
 S.S. Soil Series/Phase Name: **Colonel SPD**     Hydric     Non-hydric    Hydrologic    Soil Group

Exploration Symbol # SS-26     Test Pit     Boring     Probe

" Organic horizon thickness    Ground surface elev. \_\_\_\_\_

" Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Classification: **3 C**    Slope: **4**    Limiting Factor: **16**     Groundwater  
 Profile:    Condition    Percent    Depth     Restrictive Layer  
 S.S. Soil Series/Phase Name: **Dixfield MWD**     Hydric     Non-hydric    Hydrologic    Soil Group

Exploration Symbol # SS-27     Test Pit     Boring     Probe

" Organic horizon thickness    Ground surface elev. \_\_\_\_\_

" Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Classification: **3 D**    Slope: **2**    Limiting Factor: **13**     Groundwater  
 Profile:    Condition    Percent    Depth     Restrictive Layer  
 S.S. Soil Series/Phase Name: **Colonel SPD**     Hydric     Non-hydric    Hydrologic    Soil Group

Exploration Symbol # SS-28     Test Pit     Boring     Probe

" Organic horizon thickness    Ground surface elev. \_\_\_\_\_

" Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Black	
10	Sandy Loam	Firm	Gray	Common and Distinct
20				
30				
40				
50				
60				

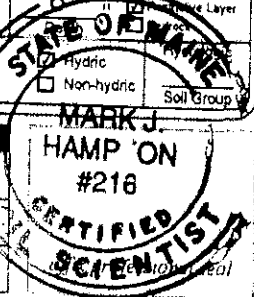
Soil Classification: **3 E**    Slope: **2**    Limiting Factor: **6**     Groundwater  
 Profile:    Condition    Percent    Depth     Restrictive Layer  
 S.S. Soil Series/Phase Name: **Brayton PD**     Hydric     Non-hydric    Hydrologic    Soil Group

### INVESTIGATOR INFORMATION AND SIGNATURE

Signature: *Mark J. Hampton*      Date: **10/30/2018**

Name Printed: **Mark J Hampton**      Cert/Lic/Reg. #: **263/216**

Title:  Licensed Site Evaluator     Certified Soil Scientist     Certified Geologist     Professional Engineer





5562

**SOIL PROFILE / CLASSIFICATION INFORMATION**

**DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES**

Project Name: Twilight Cove Applicant Name: Chase Custom Homes & Finance Project Location (municipality): Windham

Exploration Symbol # SS-29  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. Soil Classification: 3 D Slope: 2 Limiting Factor: 12  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth " " " " " "  
 S.S. Soil Series/Phase Name: Colonel SPD  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # SS-30  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Black	
10	Sandy Loam	Firm	Gray	Common and Distinct
20				
30				
40				
50				
60				

Soil Details by S.E. Soil Classification: 3 E Slope: 2 Limiting Factor: 6  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth " " " " " "  
 S.S. Soil Series/Phase Name: Brayton PD  Hydric  Non-hydric Hydrologic Soil Group

Exploration Symbol # SS-31  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. Soil Classification: 3 D Slope: 2 Limiting Factor: 14  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth " " " " " "  
 S.S. Soil Series/Phase Name: Colonel SPD  Hydric  Non-hydric Hydrologic Soil Group

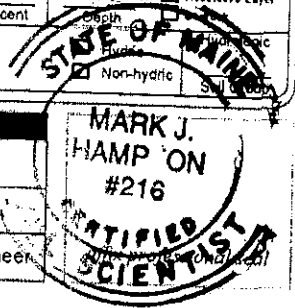
Exploration Symbol # SS-32  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Details by S.E. Soil Classification: 3 C Slope: 2 Limiting Factor: 17  Groundwater  Restrictive Layer  Bedrock  
 Profile Condition Percent Depth " " " " " "  
 S.S. Soil Series/Phase Name: Dixfield MWD  Hydric  Non-hydric Hydrologic Soil Group

**INVESTIGATOR INFORMATION AND SIGNATURE**

Signature: *Mark J Hampton* Date: 10/30/2018  
 Name Printed: Mark J Hampton Cert/Lic/Reg. #: 263/216  
 Title:  Licensed Site Evaluator  Certified Soil Scientist  Certified Geologist  Professional Engineer



5562

**SOIL PROFILE / CLASSIFICATION INFORMATION**

**DETAILED DESCRIPTION OF SUBSURFACE CONDITIONS AT PROJECT SITES**

Project Name: Twilight Cove Applicant Name: Chase Custom Homes & Finance Project Location (municipality): Windham

Exploration Symbol # SS-33  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Classification: 3 C Slope: 6 Limiting Factor: 16  
 Profile: \_\_\_\_\_ Condition: \_\_\_\_\_ Percent: \_\_\_\_\_ Depth: \_\_\_\_\_  
 Soil Series/Phase Name: Dixfield MWD  
 Hydric  Non-hydric  Groundwater  Restrictive Layer  Bedrock

Exploration Symbol # SS-34  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Dark Brown	
10	Sandy Loam	Friable	Brown	
20	Sandy Loam	Firm	Olive	Common and Distinct
30				
40				
50				
60				

Soil Classification: 3 D Slope: 2 Limiting Factor: 11  
 Profile: \_\_\_\_\_ Condition: \_\_\_\_\_ Percent: \_\_\_\_\_ Depth: \_\_\_\_\_  
 Soil Series/Phase Name: Colonel SPD  
 Hydric  Non-hydric  Groundwater  Restrictive Layer  Bedrock

Exploration Symbol # SS-35  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy Loam	Friable	Black	
10	Sandy Loam	Firm	Gray	Common and Distinct
20				
30				
40				
50				
60				

Soil Classification: 3 E Slope: 2 Limiting Factor: 6  
 Profile: \_\_\_\_\_ Condition: \_\_\_\_\_ Percent: \_\_\_\_\_ Depth: \_\_\_\_\_  
 Soil Series/Phase Name: Brayton PD  
 Hydric  Non-hydric  Groundwater  Restrictive Layer  Bedrock

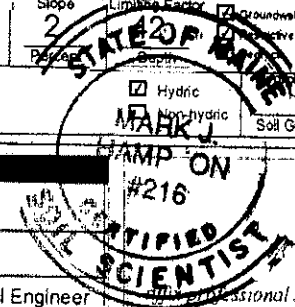
Exploration Symbol # SS-36  Test Pit  Boring  Probe  
 " Organic horizon thickness \_\_\_\_\_ Ground surface elev. \_\_\_\_\_  
 " Depth of exploration or to refusal \_\_\_\_\_

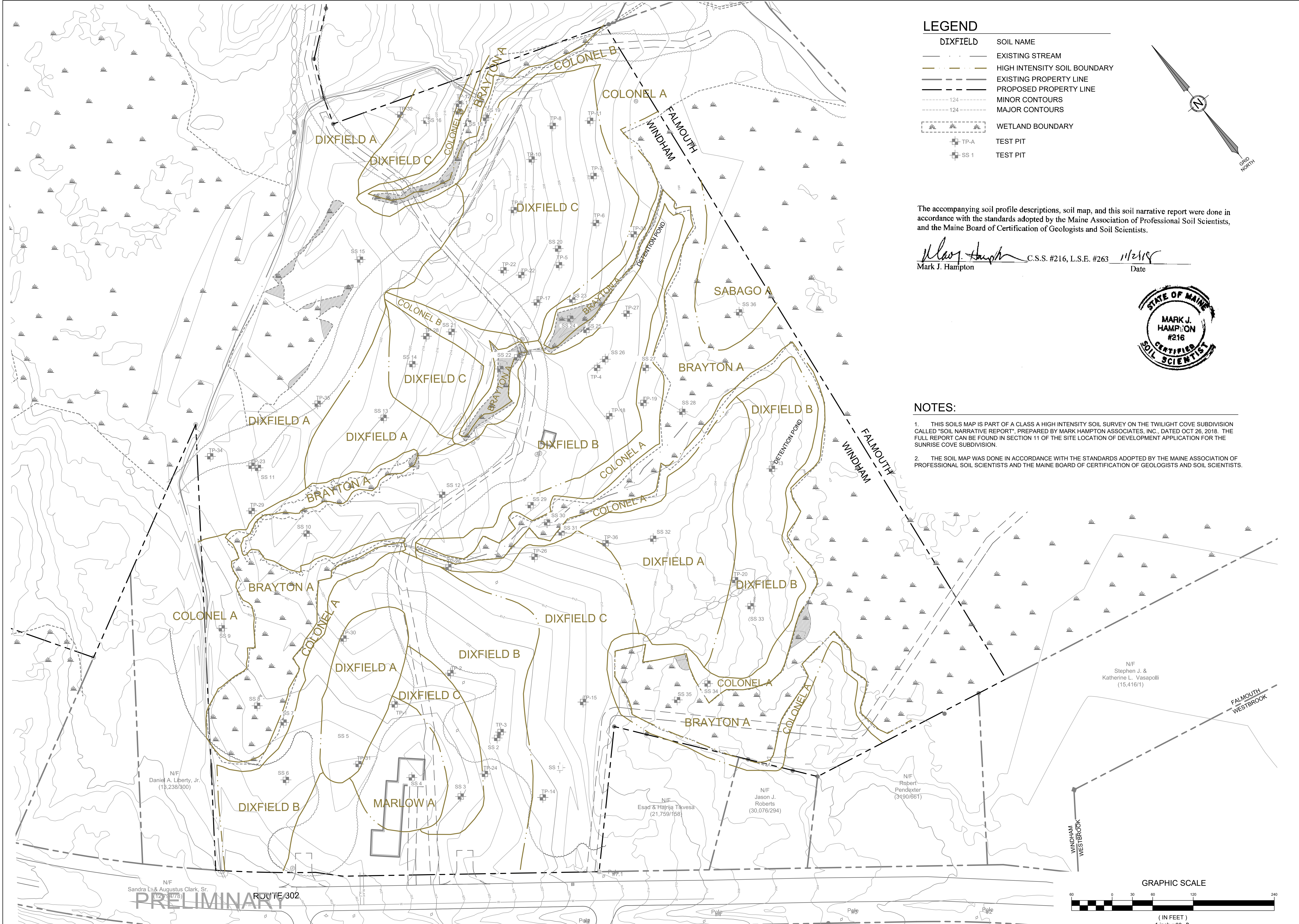
Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0				Common and Distinct
10				
20				
30				
40	Organic Matter	Fibric	Black	
50	Sandy Loam	Firm	Gray	
60				

Soil Classification: 3 E Slope: 2 Limiting Factor: \_\_\_\_\_  
 Profile: \_\_\_\_\_ Condition: \_\_\_\_\_ Percent: \_\_\_\_\_ Depth: \_\_\_\_\_  
 Soil Series/Phase Name: Sebago VPD  
 Hydric  Non-hydric  Groundwater  Restrictive Layer  Bedrock

**INVESTIGATOR INFORMATION AND SIGNATURE**

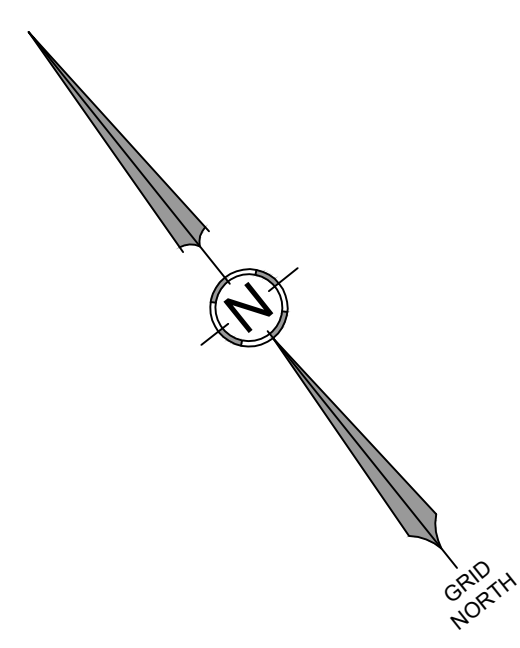
Signature: Mark J Hampton Date: 10/30/2018  
 Name Printed: Mark J Hampton Cert/Lic/Reg. #: 263/216  
 Title:  Licensed Site Evaluator  Certified Soil Scientist  Certified Geologist  Professional Engineer





**LEGEND**

- DIXFIELD SOIL NAME
- EXISTING STREAM
- HIGH INTENSITY SOIL BOUNDARY
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- MINOR CONTOURS
- MAJOR CONTOURS
- WETLAND BOUNDARY
- TP-A TEST PIT
- SS 1 TEST PIT



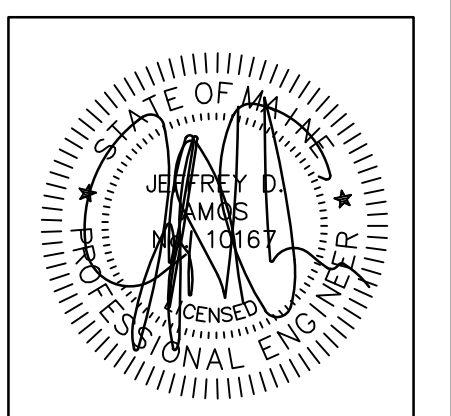
The accompanying soil profile descriptions, soil map, and this soil narrative report were done in accordance with the standards adopted by the Maine Association of Professional Soil Scientists, and the Maine Board of Certification of Geologists and Soil Scientists.

*Mark J. Hampton* C.S.S. #216, L.S.E. #263 11/23/19  
 Mark J. Hampton Date



**NOTES:**

1. THIS SOILS MAP IS PART OF A CLASS A HIGH INTENSITY SOIL SURVEY ON THE TWILIGHT COVE SUBDIVISION CALLED "SOIL NARRATIVE REPORT", PREPARED BY MARK HAMPTON ASSOCIATES, INC., DATED OCT 26, 2018. THE FULL REPORT CAN BE FOUND IN SECTION 11 OF THE SITE LOCATION OF DEVELOPMENT APPLICATION FOR THE SUNRISE COVE SUBDIVISION.
2. THE SOIL MAP WAS DONE IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE MAINE ASSOCIATION OF PROFESSIONAL SOIL SCIENTISTS AND THE MAINE BOARD OF CERTIFICATION OF GEOLOGISTS AND SOIL SCIENTISTS.



DATE: 12-23-2019  
 P.E. JEFFREY D. AMOS

NO.	DATE	REVISIONS
1	12/23/2019	DATE

66 CONGRESS STREET  
 SUITE 201  
 PORTLAND, ME 04102

41 CAMDEN DRIVE  
 SUITE 101  
 NEW GLoucester, ME 04260

OFFICE: (207) 926-5111  
 www.terradync consultants.com

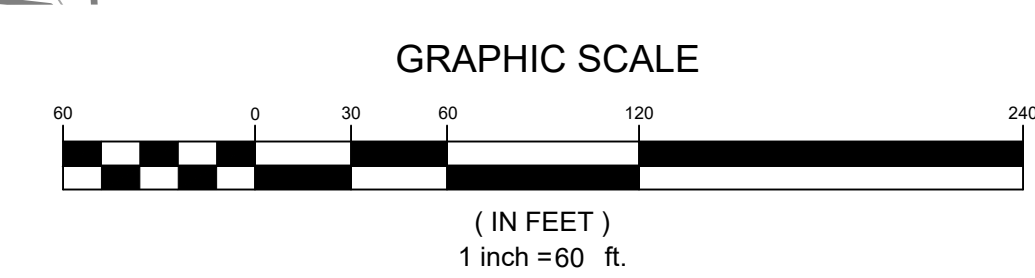
**TERRADYN**  
 CONSULTANTS, LLC

Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting

SHEET DESCRIPTION  
**SUNRISE COVE  
 19 ROOSEVELT TRAIL, WINDHAM, ME  
 SOIL SURVEY MAP**

PREPARED FOR  
**CHASE CUSTOM HOMES & FINANCE**  
 290 BRIDGTON ROAD  
 WESTBROOK, MAINE 04092

DATE: 12/23/2019  
 SCALE: JDA  
 DESIGNED: JDA  
 JOB NO: 1817  
 FILE:  
 SHEET **SS-1.0**



N/F Sandra L. & Augustus Clark, Sr. (12/7/9778)  
 ROUTE 302

**PRELIMINARY**



## Hydrogeologic Assessment of the Proposed Sunrise Cove Development 19 Roosevelt Trail, Windham

**Date:** December 20, 2019

### **Purpose of the Assessment:**

The purpose of this assessment is to predict the location and possible effects of wastewater plumes on ground water from eight subsurface wastewater disposal systems serving 60 two-bedroom residences and a clubhouse in order to meet the requirements of the Town of Windham Subdivision Ordinance and the Maine Site Location of Development Act (*SLODA*).

Section 911.H. 1.b. of the Windham Subdivision Ordinance, Impact on Ground Water Quality or Quantity, stipulates, in part:

*No subdivision shall increase any contaminant concentration in the ground water at any ...project boundary to more than the Primary Drinking Water Standards. No subdivision shall increase any contaminant concentration in the ground water at said locations to more than the Secondary Drinking Water Standards.*

The *SLODA* has the same limit of NO<sub>3</sub>-N in groundwater at a property line.

### **Summary:**

The eight proposed wastewater disposal systems satisfy the Windham Subdivision Ordinance and the *SLODA*. Favorable factors on this site are aerating pre-treatment of the wastewater and the occurrence of wetlands downgradient of all disposal areas.

### **Information used:**

Information used in this study includes library research of published literature, a plan of the project by Terradyn Consultants, soil test pit information by Mark Cenci Geologic, Inc. and Basswood Environmental and a wetland delineation and analysis by Mark Cenci Geologic, Inc.

**Project summary:**

Wastewater disposal will be by on-site subsurface wastewater disposal systems. There will be eight wastewater disposal areas of varying sizes. There will be five systems designed for 1,800 gallons per day, one disposal area will be designed for 1,600 gallons per day, and two systems will be designed for 900 gallons per day. All wastewater will be aerobically pre-treated before being disposed into the ground.

Water will be provided by the Portland Water District. Because no ground water will be withdrawn from the property, the requirements of the Ordinance regarding ground water quantity are met.

**Summary of geology:**

The site is located on the lower, easterly facing slopes of a northerly trending ridge between Milliken Hill and Jones Hill (see Figure 1). The average surface slope across the property is 4%. Drainage is easterly and southeasterly to Highland Lake via wetlands associated with the lake.

Michael J. Ratelle depicts the surficial geology of the area as glacial till on the *Surficial Geology of the Cumberland Center Quadrangle, Maine* (see Figure 2).

The site is not mapped as a significant surficial aquifer by Craig D. Neil on the *Significant Sand and Gravel Aquifers of the Cumberland Center Quadrangle, Maine*.

Wetlands are mapped on the site on the *National Wetlands Inventory* (see attached photomap). The wetlands are classified as Palustrine forested and scrub-shrub. This mapping generally agrees with on-site wetlands delineation, however, there are also emergent wetlands on the site and there are smaller wetlands on the property not depicted.

The site is depicted as an association of Paxton very stony fine sandy loam, Woodbridge fine sandy loam, Scantic silt loam, Ridgebury fine sandy loam and Sebago mucky peat on the *National Cooperative Soil Survey* (see attached photomap and descriptions of 12/16/16 assessment). This mapping generally agrees with the published surficial geology and wetland mapping, in addition to on-site soil testing.

**Hydrogeology:**

The source of ground water on this site is precipitation. Precipitation falling on this site seeps into the soil and descends until restrictive soil layers or the water table is encountered. Thereupon, the flow of ground water is down gradient toward the wetlands bordering the southwestern side of Highland Lake.

The soils vary from place to place on the property, with a mix of loose sands to sandy hardpan glacial till soils to fine sandy loams with silty restrictive horizons. The sandier soils are located on the higher ground.

Slopes are gentle to moderate. Recharge is average on this site. The ground water flow directions on this property can be discerned from topography. Each wastewater disposal area is located up gradient of wetlands, which will provide nutrient removal from ground water flowing beneath them.

Hydraulic conductivities of the soil are estimated to be 2 to 10 feet per day, based on soil test pits and published geologic information. The hydraulic gradient is assumed to be 0.01 to 0.06 (1% to 6%), based on the surface slopes and the soil types. The background concentration of nitrate-nitrogen in ground water is assumed to be minimal, as this is a wooded site.

### **Impact on groundwater quality:**

Secondary Drinking Water Standards are not an issue with this project. Nitrate-nitrogen is the chemical to assess for impact on ground water. Nitrate-nitrogen is generated by subsurface wastewater disposal systems. It is a conservative contaminant, meaning it does not readily degrade in ground water, nor does it attenuate or attach itself to soil particles. Nitrate-nitrogen is limited to 10 mg/liter in public drinking water supplies by the Primary Drinking Water Standard. The accepted practice for the analysis of impacts on ground water quality is to estimate the concentration of NO<sub>3</sub>-N in ground water at the downgradient property lines of the project.

The systems proposed by Terradyn Consultants use aerating pre-treatment to reduce the content of organic compounds in the wastewater before disposal into the ground. Aerating pre-treatment changes the biochemical digestion process from an anaerobic to an aerobic process. The Biological and Chemical Oxygen Demands of the disposed wastewater are greatly reduced. The aeration process also changes the nitrogen in wastewater from ammonia to nitrate before it enters the ground.

One of the ancillary benefits of the aerobic process is that a well-designed treatment tank system, such as the ones specified, actively collects the aerated sludge produced by the aerobic organisms in the tanks and pumps it to the inlet of the septic settling tank. This sludge has some excess oxygen and is rich in nitrate-nitrogen. As this sludge mixes and transits the septic tank, the nitrate-nitrogen gasses off as nitrogen gas, effectively removing a portion of the NO<sub>3</sub>-N from the wastewater. The reduction of NO<sub>3</sub>-N is 25 to 33%. For the purposes of this study, a reduction of 25% in the amount of NO<sub>3</sub>-N in wastewater entering the chamber disposal area is assumed.

The analysis of nitrate-nitrogen impacts was calculated by SOLUTRANS, a 32-bit Windows program for modeling three-dimensional solute transport written by Dr. Charles R. Fitts of Fitts Geosolutions and the University of Southern Maine. The program is based on the analytical solutions of Liej *et. al.* (1991 and 1993). The

solutions in SOLUTRANS all assume a uniform one-dimensional flow field, and allow three-dimensional dispersion, retardation and first-order decay. The model is not a dilution/mass balance model, so the requirement that drought conditions be assumed is met.

Variables entered into the calculations that are site specific include estimated seepage velocities of 0.3 to 0.9 feet per day, and hydraulic gradients of 1% to 6%. Other assumed variables include a porosity of 30%, an initial wastewater concentration of 30 mg/liter NO<sub>3</sub>-N, retardation of 1, a decay constant of zero and longitudinal, lateral and vertical dispersivities of 26 feet, 8.5 feet and 0.9 foot respectively. The program also allows for a depth corrector, to simulate three-dimensional conditions, which is based on the gallons per day disposed, the hydraulic conditions of the site and the width of each disposal area.

Calculations were made and reveal the 10 mg/liter NO<sub>3</sub>-N plumes will be 70 to 150 feet in length. Using the inferred ground water flow directions, the calculated 10 mg/liter NO<sub>3</sub>-N isocon lines were drawn on the plan of the project by Mark Cenci Geologic, Inc. and forwarded to Terradyn Consultants. All plumes will eventually filter through wetland soils where biochemical removal of nitrates and other nutrients will take place before seeping into Highland Lake.

**Conclusions:**

The proposed development of 60 residences with a clubhouse on this parcel meets the standards of both the Town of Windham Subdivision Ordinance, and the Site Location of Development Act, with regard to ground water quality. Ground water quantity is not as issue, as the project is served by public water.

  
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Mark Cenci, Certified Maine Geologist #467

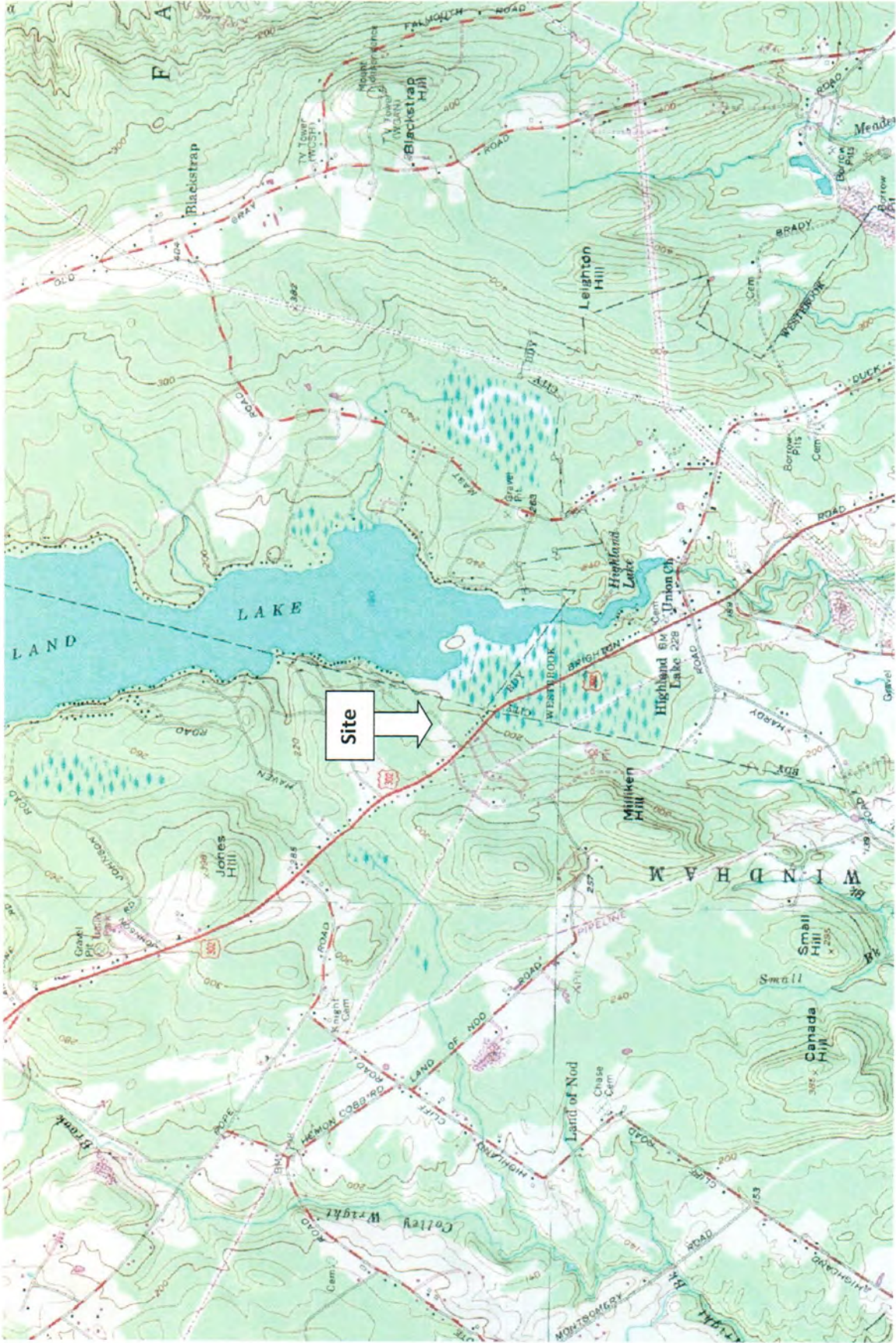


Figure 1.  
Topographic Locus Map of the Area of the Chase Property, Roosevelt Trail, Windham



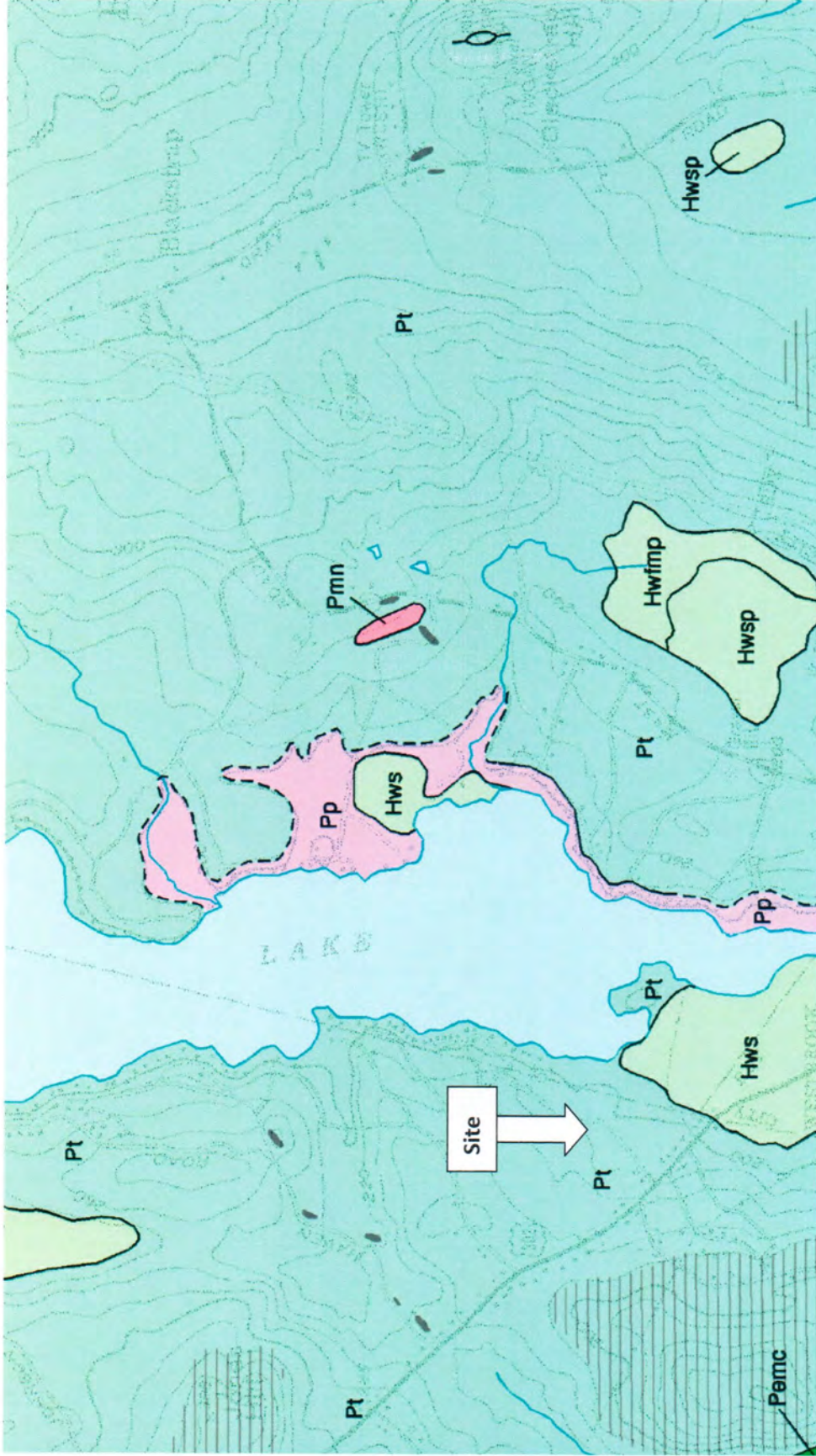


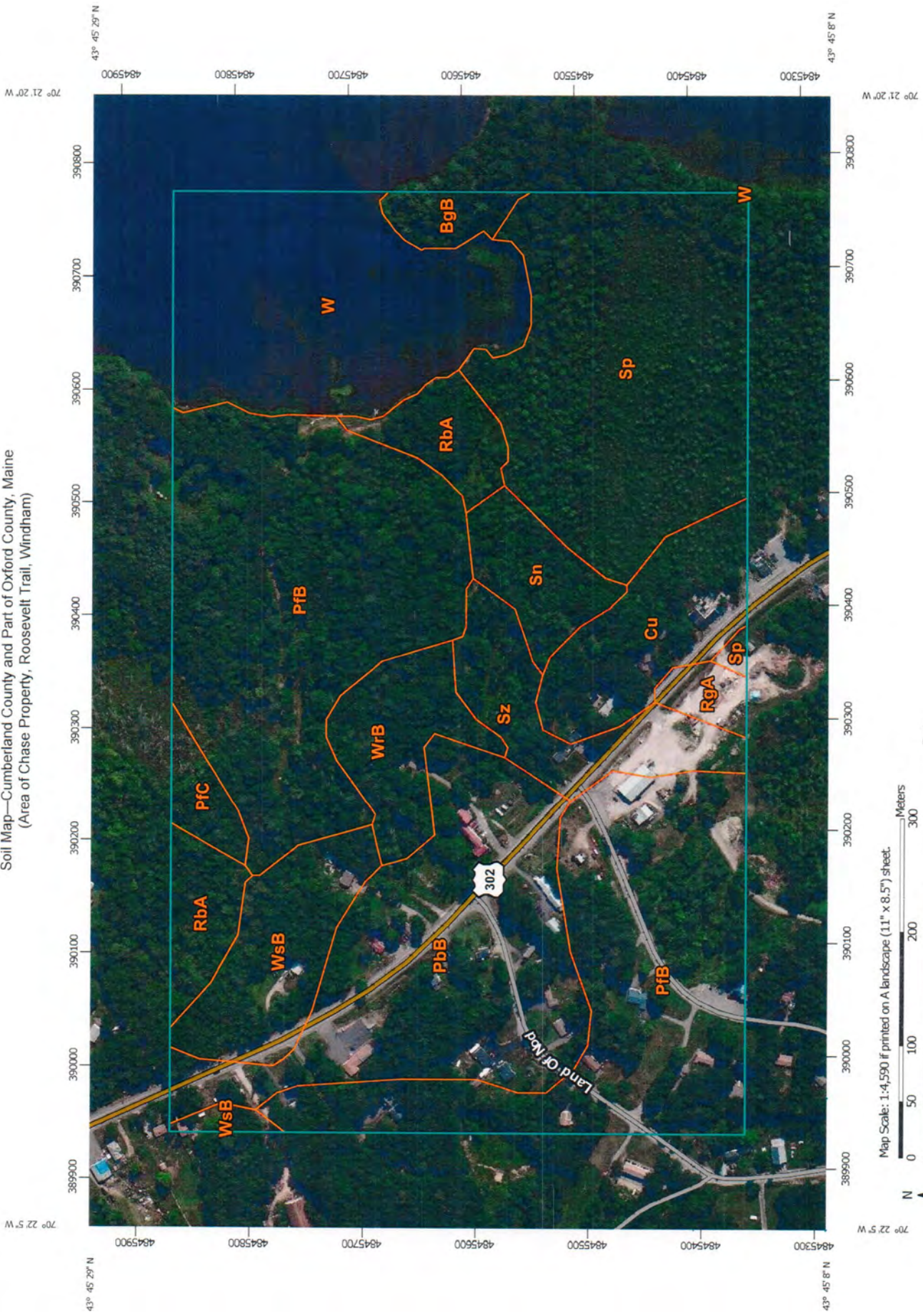
Figure 2.

**Detail from Surficial Geology of the Cumberland Center Quadrangle, Maine**

By Michael J. Ratelle ME Geol. Surv., Open-File # 99-81

Where Pt = Glacial till

Soil Map—Cumberland County and Part of Oxford County, Maine  
 (Area of Chase Property, Roosevelt Trail, Windham)



Map Scale: 1:4,590 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

## MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
 Special Point Features	 Special Line Features
 Blowout	 Water Features
 Borrow Pit	 Streams and Canals
 Clay Spot	 Transportation
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	 Background
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine  
Survey Area Data: Version 11, Sep 17, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 20, 2010—Jul 18, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BgB	Belgrade very fine sandy loam, 0 to 8 percent slopes	1.2	1.1%
Cu	Cut and fill land	5.0	4.8%
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	14.6	13.9%
PfB	Paxton very stony fine sandy loam, 3 to 8 percent slopes	33.3	31.7%
PfC	Paxton very stony fine sandy loam, 8 to 15 percent slopes	1.2	1.1%
RbA	Ridgebury fine sandy loam, 0 to 3 percent slopes	4.1	3.9%
RgA	Ridgebury very stony fine sandy loam, 0 to 3 percent slopes	0.9	0.9%
Sn	Scantic silt loam, 0 to 3 percent slopes	2.7	2.6%
Sp	Sebago mucky peat	16.3	15.5%
Sz	Swanton fine sandy loam	4.3	4.0%
W	Water	12.7	12.1%
WrB	Woodbridge fine sandy loam, 0 to 8 percent slopes	3.7	3.6%
WsB	Woodbridge very stony fine sandy loam, 0 to 8 percent slopes	5.2	4.9%
<b>Totals for Area of Interest</b>		<b>105.3</b>	<b>100.0%</b>



U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Area of 19 Roosevelt Trail, Windham



U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands\_team@fws.gov

December 22, 2019

### Wetlands

-  Estuarine and Marine Deepwater
-  Estuarine and Marine Wetland
-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Lake
-  Other
-  Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

Maine Dept. Health & Human Services  
Div of Environmental Health, 11 SHS  
(207) 287-5672 Fax: (207) 287-4172

<b>PROPERTY LOCATION</b>		<b>&gt;&gt; CAUTION: LPI APPROVAL REQUIRED &lt;&lt;</b>	
City, Town, or Plantation	Windham	Town/City _____	Permit # _____
Street or Road	19 Roosevelt Trail	Date Permit Issued <u>1/1</u>	Fee: \$ _____ Double Fee Charged [ ]
Subdivision, Lot #	Sunrise Cove	L.P.I. # _____	
<b>OWNER/APPLICANT INFORMATION</b>		Local Plumbing Inspector Signature _____	
Name (last, first, MI)	Chase Custom Homes	<input type="checkbox"/> Owner <input type="checkbox"/> Town <input type="checkbox"/> State	
Mailing Address of Owner/Applicant	290 Bridgeton Rd. Westbrook, ME 04092	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Daytime Tel. #		Municipal Tax Map # _____	Lot # _____
<b>OWNER OR APPLICANT STATEMENT</b>		<b>CAUTION: INSPECTION REQUIRED</b>	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or local Plumbing Inspector to deny a Permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
Signature of Owner or Applicant _____		Local Plumbing Inspector Signature _____	
Date _____		(1st) date approved _____	
		(2nd) date approved _____	

**PERMIT INFORMATION**

<b>TYPE OF APPLICATION</b> <input checked="" type="checkbox"/> 1. First Time System <input type="checkbox"/> 2. Replacement System Type replaced: _____ Year installed: _____ <input type="checkbox"/> 3. Expanded System a. <25% Expansion b. >25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	<b>THIS APPLICATION REQUIRES</b> <input checked="" type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3. Replacement System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit	<b>DISPOSAL SYSTEM COMPONENTS</b> <input checked="" type="checkbox"/> 1. Complete Non-engineered System <input type="checkbox"/> 2. Primitive System (graywater & alt. toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input checked="" type="checkbox"/> 11. Pre-treatment, specify: <u>Oxypas or equivalent</u> <input type="checkbox"/> 12. Miscellaneous Components	<b>SIZE OF PROPERTY</b> 53.3 <span style="font-size: small;">SQ. FT. ACRES</span> <b>SHORELAND ZONING</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>DISPOSAL SYSTEM TO SERVE</b> <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input checked="" type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: <u>5 x 2 br units</u> <input type="checkbox"/> 3. Other: _____ (specify) _____ Current Use <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input checked="" type="checkbox"/> Undeveloped		<b>TYPE OF WATER SUPPLY</b> <input type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input checked="" type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other	

**DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)**

<b>TREATMENT TANK</b> <input checked="" type="checkbox"/> 1. Concrete a. Regular b. Low Profile c. Plastic <input type="checkbox"/> 3. Other: _____ CAPACITY: _____ GAL.	<b>DISPOSAL FIELD TYPE &amp; SIZE</b> <input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device <u>Manclaxton</u> a. cluster array <input checked="" type="checkbox"/> b. Linear c. regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 4. Other: _____ SIZE: <u>1054</u> sq. ft. (in. ft)	<b>GARBAGE DISPOSAL UNIT</b> <input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. increase in tank capacity <input type="checkbox"/> d. Filter on Tank Outlet	<b>DESIGN FLOW</b> 900 gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities
<b>SOIL DATA &amp; DESIGN CLASS</b> PROFILE CONDITION <u>B1C</u> at Observation Hole # <u>TP-45</u> Depth <u>15"</u> of Most Limiting Soil Factor	<b>DISPOSAL FIELD SIZING</b> <input type="checkbox"/> 1. Medium---2.6 sq. ft. / gpd <input type="checkbox"/> 2. Medium---Large 3.3 sq. ft. / gpd <input checked="" type="checkbox"/> 3. Large---4.1 sq. ft. / gpd <input type="checkbox"/> 4. Extra Large---5.0 sq. ft. / gpd	<b>EFFLUENT/EJECTOR PUMP</b> <input type="checkbox"/> 1. Not Required <input type="checkbox"/> 2. May Be Required <input type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ gallons	<input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER METER DATA  <b>LATITUDE AND LONGITUDE</b> at center of disposal area Lat. <u>43</u> d <u>45</u> m <u>21</u> s <u>08</u> Lon. <u>70</u> d <u>21</u> m <u>41</u> s <u>61</u> if g.p.s, state margin of error: <u>+/- 15'</u>

**SITE EVALUATOR STATEMENT**

I certify that on 12-23-19 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Site Evaluator Signature <u>Mark O'Neil</u>	SE # <u>262</u>	Date <u>12-23-19</u>
Site Evaluator Name Printed <u>MARK O'NEIL</u>	Telephone Number <u>329-3524</u>	E-mail Address _____

Note : Changes to or deviations from the design should be confirmed with the Site Evaluator.

# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 Fax: (207) 287-3165

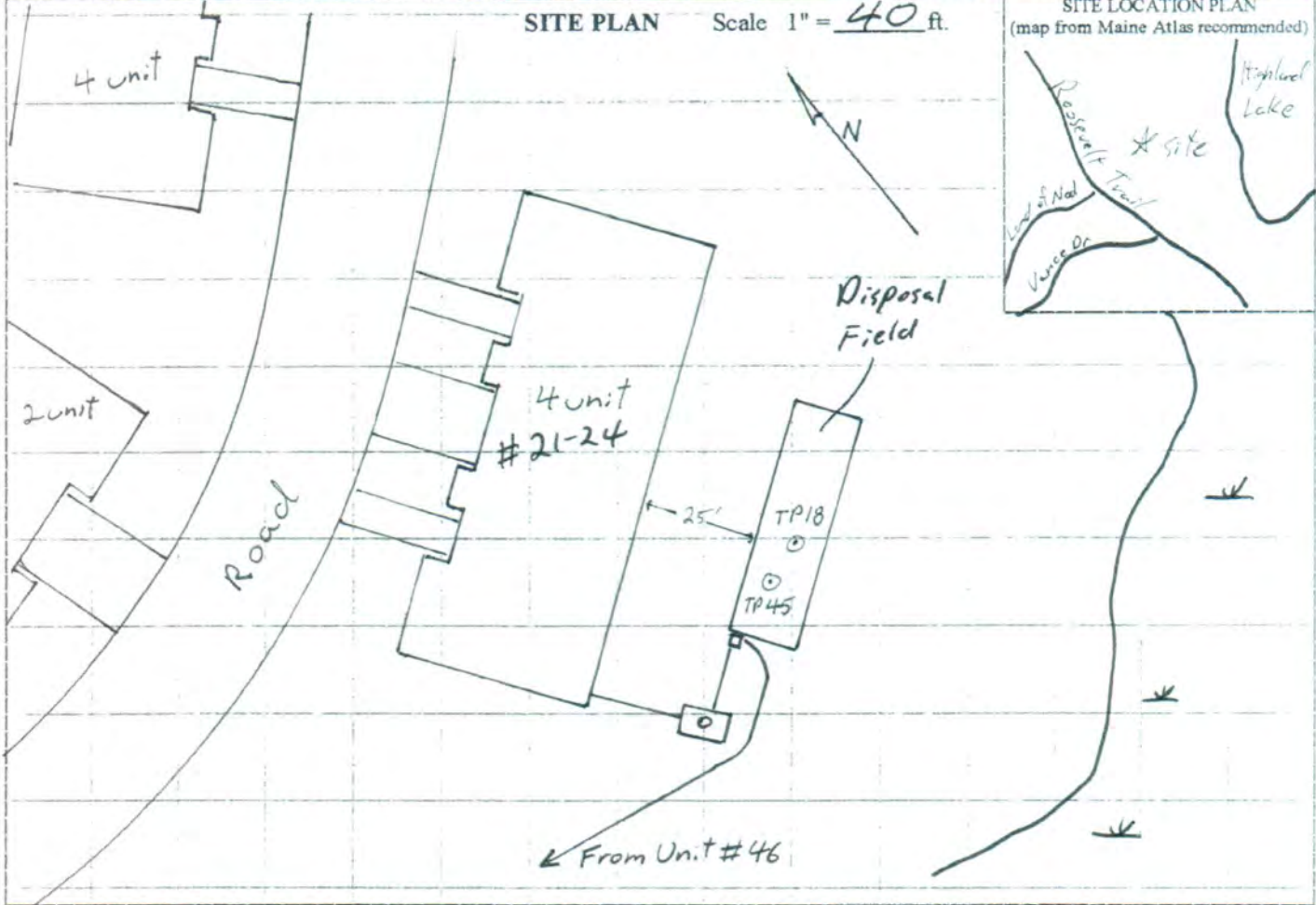
Town, City, Plantation  
*Windham*

Street, Road, Subdivision  
*Sunnyside Cove*

Owner or Applicant Name  
*Chase Custom Homes*

SITE PLAN Scale 1" = 40 ft.

SITE LOCATION PLAN  
(map from Maine Atlas recommended)



## SOIL PROFILE DESCRIPTION AND CLASSIFICATION

(Location of Observation Holes Shown Above)

Observation Hole # TP-18  Test Pit  Boring

Observation Hole # TP-45  Test Pit  Boring

" Depth of organic horizon above mineral soil

" Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Fine Sandy Loam	Friable	Yellow Brown	None
12				
18				
24	Silt Loam	Firm	Gray Brown	Common
30				
36				
42				
48				
Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
<u>3</u>	<u>C</u>	<u>10</u>	<u>18</u>	
	Condition	Percent	Depth	

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam	Friable	Dark Brown Olive Brown	None
12				
18				
24	Silt Loam	Firm	Dark Gray	Common Distinct
30				
36				
42				
48				
Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
<u>8</u>	<u>C</u>		<u>15</u>	
	Condition	Percent	Depth	

*Mark Owen*  
Site Evaluator Signature

262  
SE #

12-23-19  
Date

Page 2 of 3  
HHE-200 Rev. 10/02

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 Fax: (207) 287-3165

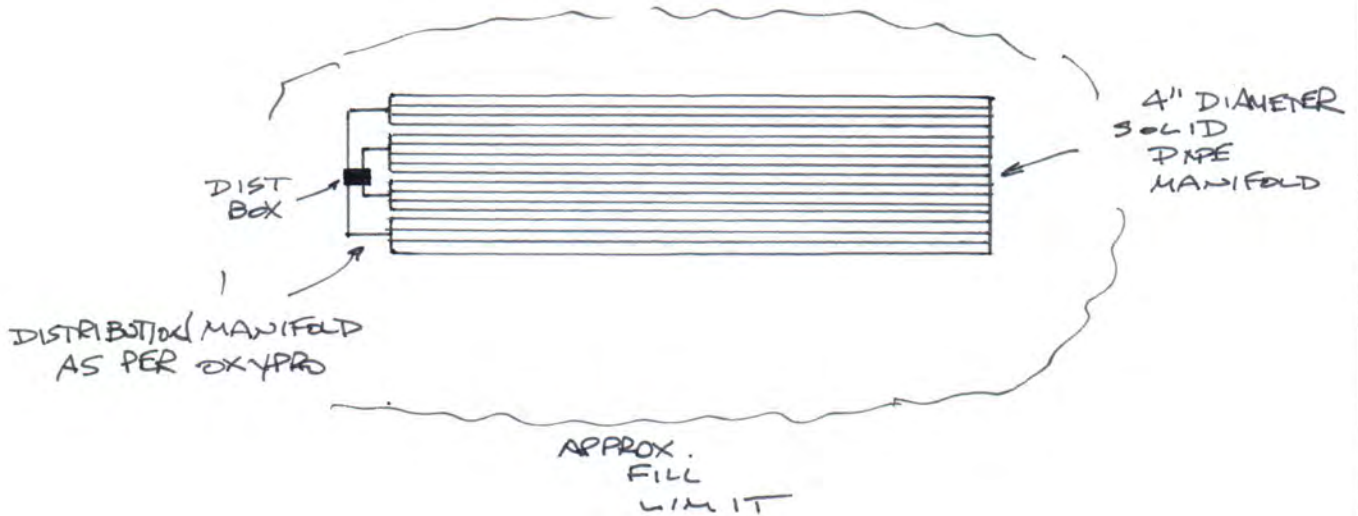
Town, City, Plantation  
WINDHAM

Street, Road, Subdivision  
19 ROOSEVELT TRAIL

Owner or Applicant Name  
CHASE CUSTOM HOMES

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale: 1" = 20 ft



1054 LINEAR FEET OF MOUND BUSTER PIPE  
17 ROWS 62' LONG  
12" ON CENTER  
16' X 62'

BACKFILL REQUIREMENTS

CONSTRUCTION ELEVATIONS

ELEVATION REFERENCE POINT

Depth of Backfill (upslope) 12"  
Depth of Backfill (downslope) 31"

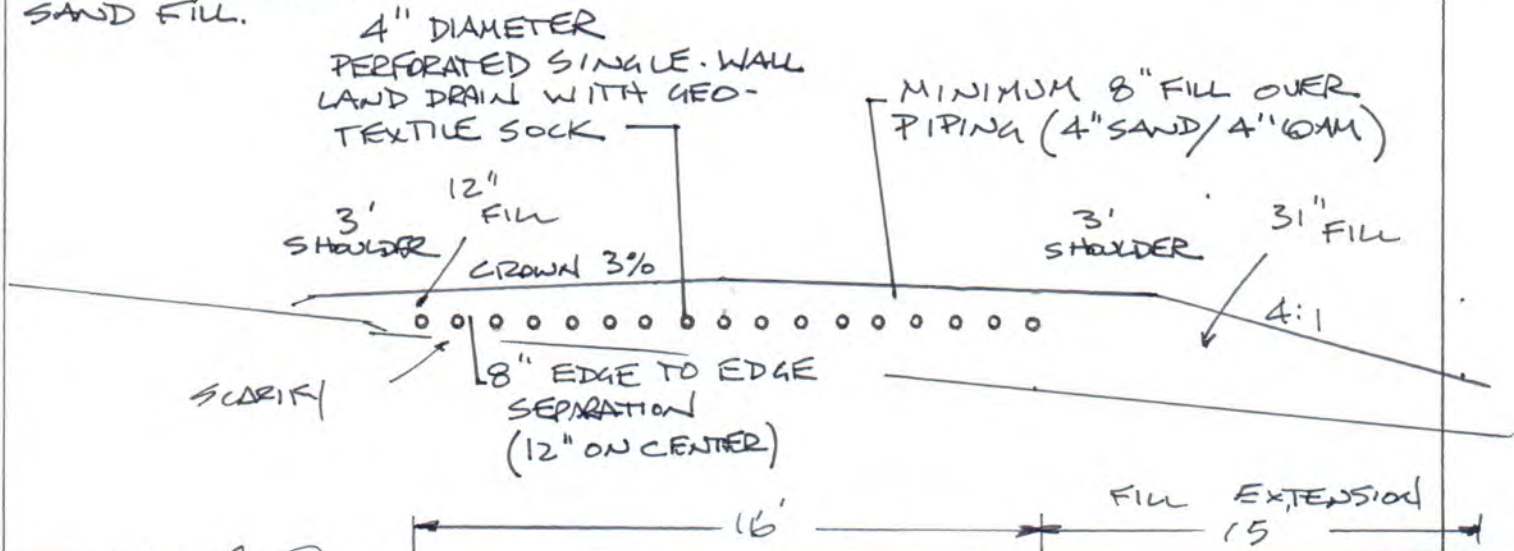
Finished Grade Elevation (at Row 1) N/A  
Top of Proprietary Device (at Row 1) N/A  
Bottom of Disposal Field (at Row 1) N/A

Location & Description: TO BE SET  
Reference Elevation is 0.0' at

SCAFF/ ALL GROUND TO BE FILLED. USE GRAVELLY COARSE SAND FILL.

DISPOSAL FIELD CROSS SECTION

Scales:  
Vertical: 1" = 5  
Horizontal: 1" = 5



Mark Dan  
Site Evaluator Signature

262  
SE #

12-23-19  
Date



# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services  
Div of Environmental Health, 11 SHS  
(207) 287-5672 Fax: (207) 287-4172

<b>PROPERTY LOCATION</b>		<b>&gt;&gt; CAUTION: LPI APPROVAL REQUIRED &lt;&lt;</b>	
City, Town, or Plantation	Windham	Town/City	Permit #
Street or Road	19 Roosevelt Trail	Date Permit Issued	Fee: \$ Double Fee Charged [ ]
Subdivision, Lot #	Sunrise Cove <sup>25-28</sup> <sub>29-32</sub> <sup>33-34</sup>	Local Plumbing Inspector Signature	L.P.I. #
<b>OWNER/APPLICANT INFORMATION</b>		<input type="checkbox"/> Owner <input type="checkbox"/> Town <input type="checkbox"/> State	
Name (last, first, MI)	Chase Custom Homes <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Applicant	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Mailing Address of Owner/Applicant	290 Bridgeton Rd. Westbrook, ME 04092		
Daytime Tel. #			
<b>OWNER OR APPLICANT STATEMENT</b>		<b>CAUTION: INSPECTION REQUIRED</b>	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
Signature of Owner or Applicant _____ Date _____		Municipal Tax Map # _____ Lot # _____	
		Local Plumbing Inspector Signature _____ (1st) date approved _____ Local Plumbing Inspector Signature _____ (2nd) date approved _____	

PERMIT INFORMATION		
<b>TYPE OF APPLICATION</b> <input checked="" type="checkbox"/> 1. First Time System <input type="checkbox"/> 2. Replacement System Type replaced: _____ Year installed: _____ <input type="checkbox"/> 3. Expanded System a. <25% Expansion b. >25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	<b>THIS APPLICATION REQUIRES</b> <input checked="" type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3. Replacement System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit	<b>DISPOSAL SYSTEM COMPONENTS</b> <input checked="" type="checkbox"/> 1. Complete Non-engineered System <input type="checkbox"/> 2. Primitive System (graywater & alt. toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input checked="" type="checkbox"/> 11. Pre-treatment, specify: <u>OxyPas or equivalent</u> <input type="checkbox"/> 12. Miscellaneous Components
<b>SIZE OF PROPERTY</b> 53.3 <sup>SQ. FT.</sup> <u>(ACRES)</u>	<b>DISPOSAL SYSTEM TO SERVE</b> <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input checked="" type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: <u>10 x 2 br units</u> <input type="checkbox"/> 3. Other: _____ (specify) _____ Current Use <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input checked="" type="checkbox"/> Undeveloped	<b>TYPE OF WATER SUPPLY</b> <input type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input checked="" type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other
<b>SHORELAND ZONING</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)</b>	

<b>TREATMENT TANK</b> <input checked="" type="checkbox"/> 1. Concrete a. Regular b. Low Profile <input type="checkbox"/> 2. Plastic <input type="checkbox"/> 3. Other: _____ CAPACITY: _____ GAL.	<b>DISPOSAL FIELD TYPE &amp; SIZE</b> <input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device <u>Manclayton</u> a. cluster array <input checked="" type="checkbox"/> b. Linear c. regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 4. Other: _____ SIZE: <u>1860</u> sq. ft. <u>(lin. ft.)</u>	<b>GARBAGE DISPOSAL UNIT</b> <input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. increase in tank capacity <input type="checkbox"/> d. Filter on Tank Outlet	<b>DESIGN FLOW</b> <u>1800</u> gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities
<b>SOIL DATA &amp; DESIGN CLASS</b> PROFILE CONDITION <u>3 / C</u> at Observation Hole # <u>TP-37</u> Depth <u>16</u> " of Most Limiting Soil Factor	<b>DISPOSAL FIELD SIZING</b> <input type="checkbox"/> 1. Medium---2.6 sq. ft. / gpd <input checked="" type="checkbox"/> 2. Medium---Large 3.3 sq. ft. / gpd <input type="checkbox"/> 3. Large---4.1 sq. ft. / gpd <input type="checkbox"/> 4. Extra Large---5.0 sq. ft. / gpd	<b>EFFLUENT/EJECTOR PUMP</b> <input type="checkbox"/> 1. Not Required <input type="checkbox"/> 2. May Be Required <input type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ gallons	<input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER METER DATA  <b>LATITUDE AND LONGITUDE</b> at center of disposal area Lat. <u>43</u> d <u>45</u> m <u>24</u> s <u>79</u> Lon. <u>70</u> d <u>21</u> m <u>39</u> s <u>01</u> if g.p.s., state margin of error: <u>+/- 15'</u>

SITE EVALUATOR STATEMENT		
I certify that on <u>12-23-19</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).		
Site Evaluator Signature <u>Mark Cenci</u>	SE # <u>262</u>	Date <u>12-23-19</u>
Site Evaluator Name Printed <u>MARK CENCI</u>	Telephone Number <u>329-3524</u>	E-mail Address _____

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 Fax: (207) 287-3165

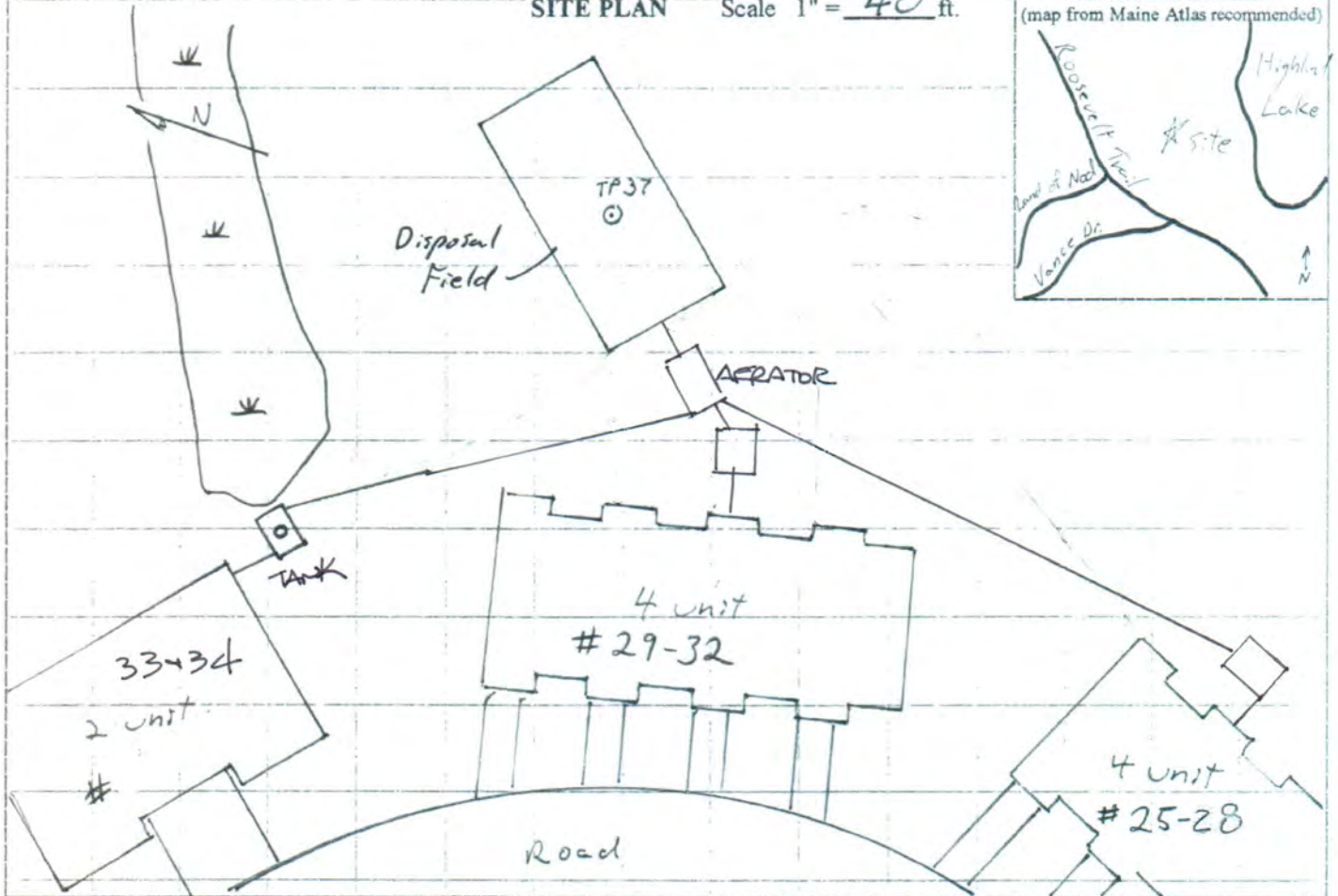
Town, City, Plantation  
Windham

Street, Road, Subdivision  
Sunrise Cove  
25-28  
29-32  
33-34

Owner or Applicant Name  
Chase Custom Homes

**SITE PLAN** Scale 1" = 40 ft.

**SITE LOCATION PLAN**  
(map from Maine Atlas recommended)



**SOIL PROFILE DESCRIPTION AND CLASSIFICATION**

(Location of Observation Holes Shown Above)

Observation Hole # TP-10  Test Pit  Boring

Observation Hole # TP-37  Test Pit  Boring

" Depth of organic horizon above mineral soil

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Dark	
		Brown	
Fine	Friable	Yellow	None
Sandy		Brown	
Loam			
Very fine		Gray	Common
Sandy loam	Firm	Brown	
Limit of excavation			

Texture	Consistency	Color	Mottling
	Friable	Brown	None
Fine			
Sandy			
Loam	Firm	Gray	Common
			Distinct
Pit Depth			

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input type="checkbox"/> Groundwater
<u>3</u>	<u>C</u>		<u>18</u>	<input checked="" type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater
<u>3</u>	<u>C</u>		<u>16</u>	<input checked="" type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Mark Qui  
Site Evaluator Signature

202  
SE#

12-23-19  
Date

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
 Division of Health Engineering, Station 16  
 (207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation

WINDHAM

Street, Road, Subdivision

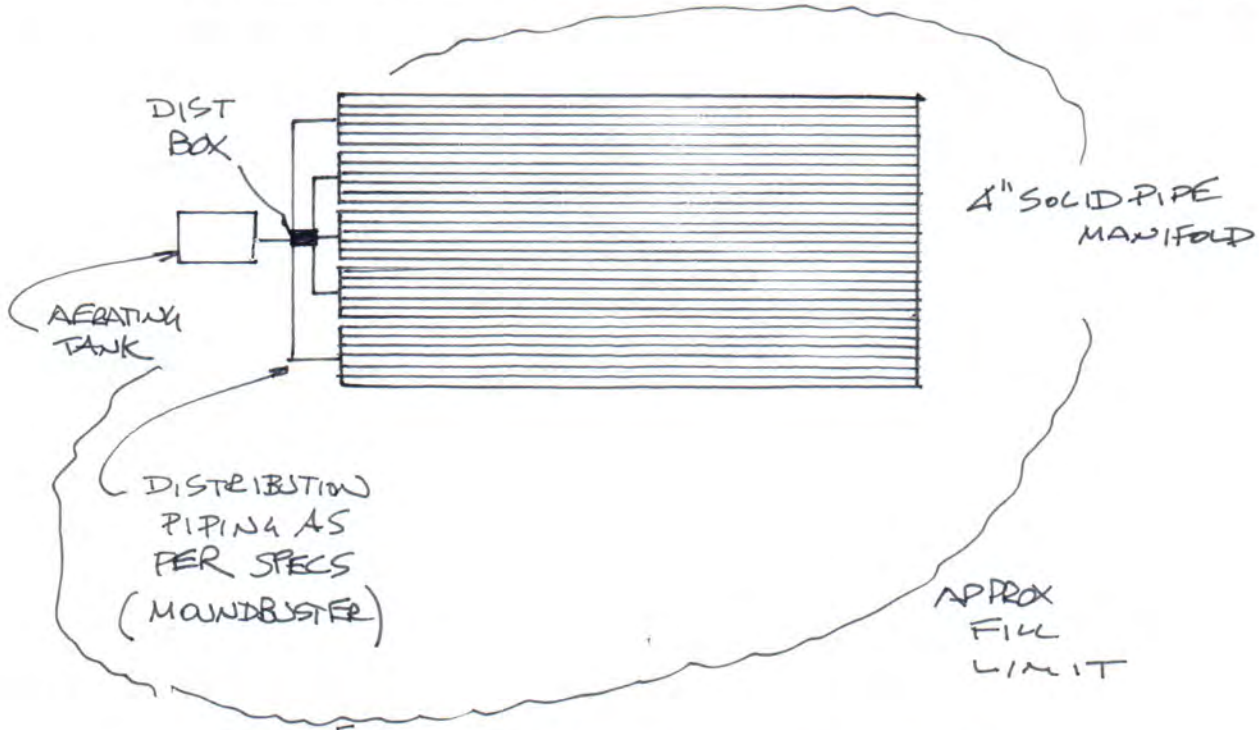
19 ROOSEVELT TRAIL

Owner or Applicant Name

CHASE CUSTOM HOMES

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale: 1" = 20 ft



1860 LINEAR FEET OF MOUND BUSTER PIPE  
 31 ROWS OF 60' 12" ON CENTER 30' X 60'

BACKFILL REQUIREMENTS

CONSTRUCTION ELEVATIONS

ELEVATION REFERENCE POINT

Depth of Backfill (upslope) 8"  
 Depth of Backfill (downslope) 56"

Finished Grade Elevation (at Row 1) N/A  
 Top of Proprietary Device (at Row 1) N/A  
 Bottom of Disposal Field (at Row 1) N/A

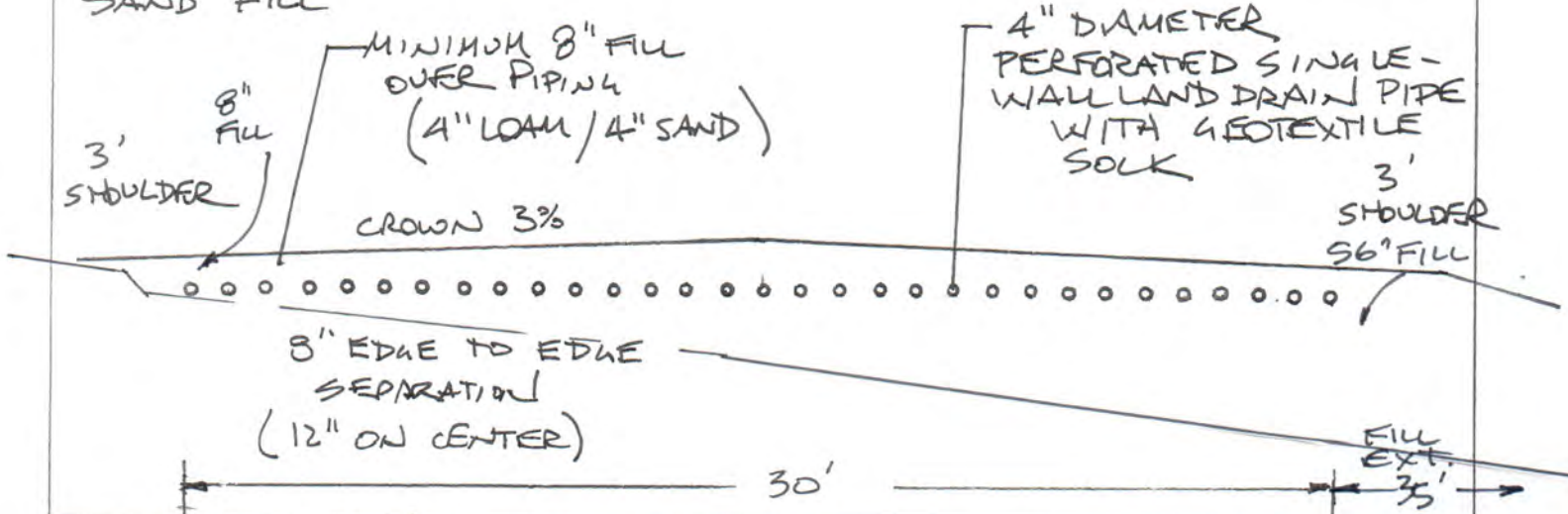
Location & Description: TIDE SET

Reference Elevation is 0.0' or: \_\_\_\_\_

SCARIFY ALL GROUND TO BE FILLED. USE GRAVELLY COARSE SAND FILL

DISPOSAL FIELD CROSS SECTION

Scales:  
 Vertical: 1" = 5'  
 Horizontal: 1" = 5'



Mark Lan  
 Site Evaluator Signature

262  
 SE #

12-23-19  
 Date

Page 3 of 3  
 HHE-200 Rev. 10/02

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

Maine Dept. Health & Human Services  
 Div of Environmental Health, 11 SHS  
 (207) 287-5672 Fax: (207) 287-4172

<b>PROPERTY LOCATION</b>		<b>&gt;&gt; CAUTION: LPI APPROVAL REQUIRED &lt;&lt;</b>	
City, Town, or Plantation	Windham	Town/City _____	Permit # _____
Street or Road	19 Roosevelt Trail	Date Permit Issued <u>1/1/</u>	Fee: \$ _____ Double Fee Charged [ ]
Subdivision, Lot #	Sunrise Cove <sup>47-50</sup> <sub>35-58</sub> 5760	Local Plumbing Inspector Signature _____ L.P.I. # _____	
<b>OWNER/APPLICANT INFORMATION</b>		<input type="checkbox"/> Owner <input type="checkbox"/> Town <input type="checkbox"/> State	
Name (last, first, MI)	Chase Custom Homes <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Applicant	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Mailing Address of Owner/Applicant	290 Bridgeton Rd. Westbrook, ME 04092		
Daytime Tel. #			
<b>OWNER OR APPLICANT STATEMENT</b>		<b>CAUTION: INSPECTION REQUIRED</b>	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
Signature of Owner or Applicant _____ Date _____		Municipal Tax Map # _____ Lot # _____	
		(1st) date approved _____	
		Local Plumbing Inspector Signature _____ (2nd) date approved _____	

**PERMIT INFORMATION**

<b>TYPE OF APPLICATION</b> <input checked="" type="checkbox"/> 1. First Time System <input type="checkbox"/> 2. Replacement System Type replaced: _____ Year installed: _____ <input type="checkbox"/> 3. Expanded System <input type="checkbox"/> a. <25% Expansion <input type="checkbox"/> b. >25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	<b>THIS APPLICATION REQUIRES</b> <input checked="" type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3. Replacement System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit	<b>DISPOSAL SYSTEM COMPONENTS</b> <input checked="" type="checkbox"/> 1. Complete Non-engineered System <input type="checkbox"/> 2. Primitive System (graywater & air. toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input checked="" type="checkbox"/> 11. Pre-treatment, specify: <u>OxyPas or equivalent</u> <input type="checkbox"/> 12. Miscellaneous Components
<b>SIZE OF PROPERTY</b> 53.3 <sup>SQ. FT.</sup> <sub>(ACRES)</sub>	<b>DISPOSAL SYSTEM TO SERVE</b> <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input checked="" type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: <u>10 x 2 br units</u> <input type="checkbox"/> 3. Other: _____ (specify) _____ Current Use <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input checked="" type="checkbox"/> Undeveloped	<b>TYPE OF WATER SUPPLY</b> <input type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input checked="" type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other _____
<b>SHORELAND ZONING</b> Yes <input checked="" type="checkbox"/> No		

**DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)**

<b>TREATMENT TANK</b> <input checked="" type="checkbox"/> 1. Concrete <input checked="" type="checkbox"/> 2. Regular <input type="checkbox"/> 3. Low Profile <input type="checkbox"/> 4. Plastic <input type="checkbox"/> 5. Other: _____ CAPACITY: _____ GAL.	<b>DISPOSAL FIELD TYPE &amp; SIZE</b> <input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device <u>Manchester</u> <input type="checkbox"/> a. cluster array <input checked="" type="checkbox"/> c. Linear <input type="checkbox"/> b. regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 4. Other: _____ SIZE: <u>1860</u> sq. ft. <input checked="" type="checkbox"/> sq. ft. <input type="checkbox"/> lin. ft.	<b>GARBAGE DISPOSAL UNIT</b> <input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. increase in tank capacity <input type="checkbox"/> d. Filter on Tank Outlet	<b>DESIGN FLOW</b> <u>1800</u> gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities <input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER METER DATA  <b>LATITUDE AND LONGITUDE</b> at center of disposal area Lat. <u>43</u> d <u>45</u> m <u>23</u> s J2 Lon. <u>70</u> d <u>21</u> m <u>42</u> s 97 if g.p.s., state margin of error: <u>+/- 15'</u>
<b>SOIL DATA &amp; DESIGN CLASS</b> PROFILE CONDITION <u>3 / C</u> at Observation Hole # <u>TP-41</u> Depth <u>26"</u> of Most Limiting Soil Factor	<b>DISPOSAL FIELD SIZING</b> <input type="checkbox"/> 1. Medium---2.6 sq. ft. / gpd <input checked="" type="checkbox"/> 2. Medium---Large 3.3 sq. ft. / gpd <input type="checkbox"/> 3. Large---4.1 sq. ft. / gpd <input type="checkbox"/> 4. Extra Large---5.0 sq. ft. / gpd	<b>EFFLUENT/EJECTOR PUMP</b> <input type="checkbox"/> 1. Not Required <input type="checkbox"/> 2. May Be Required <input type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ gallons	

**SITE EVALUATOR STATEMENT**

I certify that on \_\_\_\_\_ (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Site Evaluator Signature _____	SE # _____	Date _____
Site Evaluator Name Printed _____	Telephone Number _____	E-mail Address _____

Note : Changes to or deviations from the design should be confirmed with the Site Evaluator.

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 Fax: (207) 287-3185

Town, City, Plantation  
*Windham*

Street, Road, Subdivision  
*Sunrise Cove*

*47-50*  
*55-58*  
*59+60*

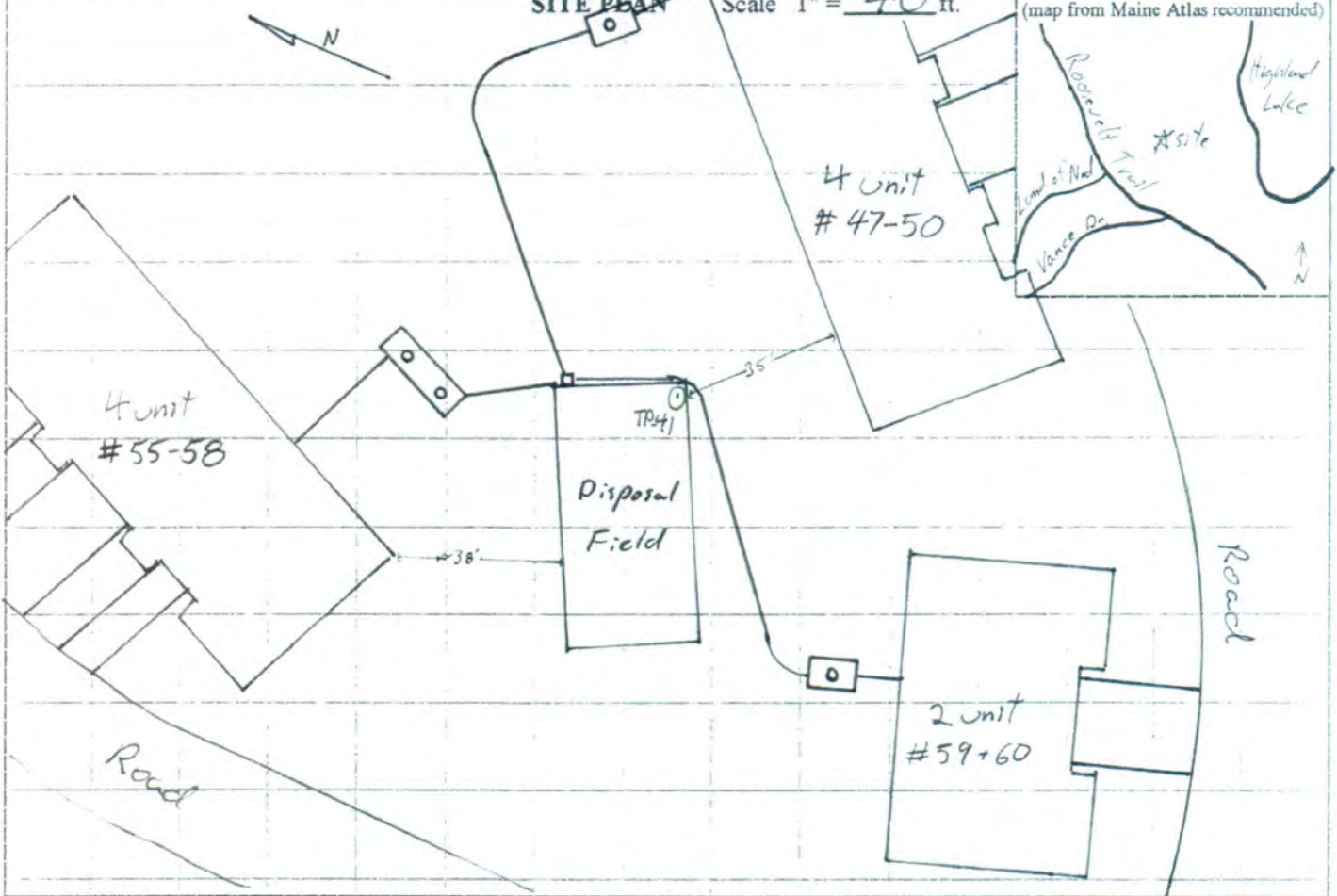
Owner or Applicant Name  
*Chase Custom Homes*

**SITE PLAN**

Scale 1" = *40* ft.

**SITE LOCATION PLAN**

(map from Maine Atlas recommended)



**SOIL PROFILE DESCRIPTION AND CLASSIFICATION**

(Location of Observation Holes Shown Above)

Observation Hole # *TP 41*  Test Pit  Boring

Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
<i>Sandy Loam</i>		<i>Brown</i>	
	<i>Friable</i>		
		<i>Yellow</i>	<i>None</i>
<i>Fine</i>		<i>Brown</i>	
<i>Sandy</i>			
<i>Loam</i>		<i>Olive</i>	<i>Common</i>
	<i>Firm</i>	<i>Brown</i>	<i>Dissect</i>
<i>Art Depth</i>			
Soil Profile <i>3</i>	Classification Condition <i>C</i>	Slope Percent	Limiting Factor Depth <i>26</i>
<input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # *TP 42*  Test Pit  Boring

Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		<i>Dark</i>	
	<i>Friable</i>	<i>Brown</i>	<i>None</i>
<i>Fine</i>			
<i>Sandy</i>	<i>Firm</i>	<i>Olive</i>	<i>Common</i>
<i>Loam</i>		<i>Brown</i>	<i>Dissect</i>
<i>Art Depth</i>			
Soil Profile <i>3</i>	Classification Condition <i>C</i>	Slope Percent	Limiting Factor Depth <i>16</i>
<input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Site Evaluator Signature

SE #

Date

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
 Division of Health Engineering, Station 10  
 (207) 287-5672 Fax: (207) 287-3165

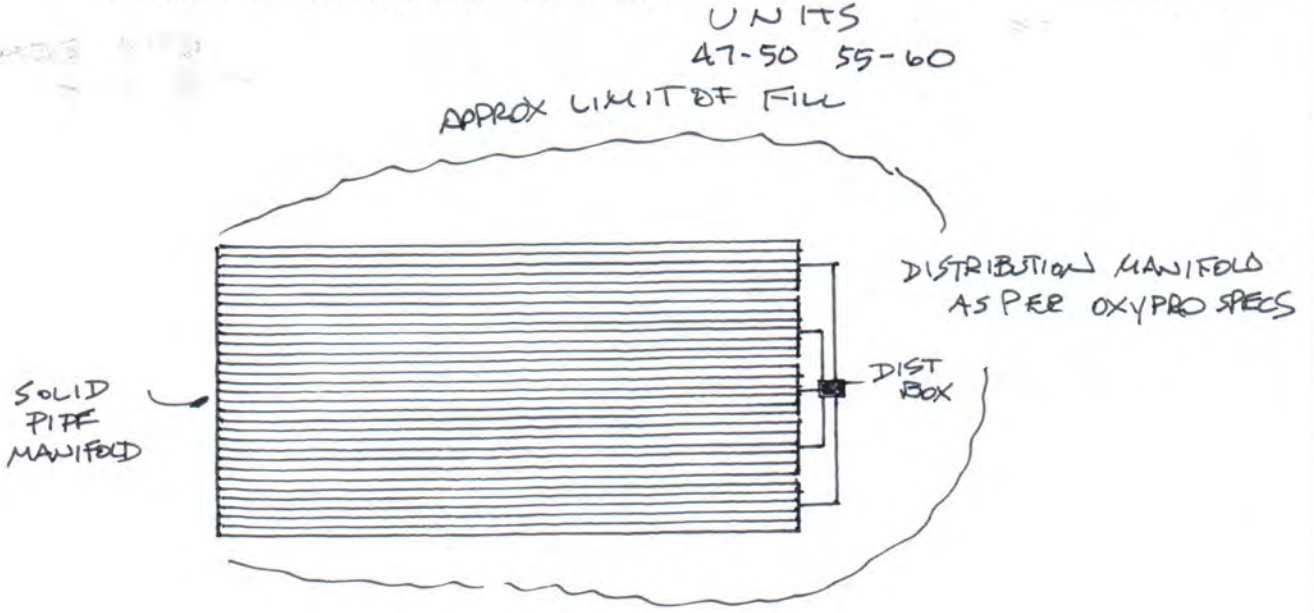
Town, City, Plantation  
**WINDHAM**

Street, Road, Subdivision  
**19 ROOSEVELT TRAIL**

Owner or Applicant Name  
**CHASE CUSTOM HOMES**

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale: 1" = 20 ft



1860 LINEAR FEET OF  
 MOUNDBUSTER PIPE  
 31 ROWS OF 60'  
 12" ROW SEPARATION, ON CENTER

BACKFILL REQUIREMENTS

CONSTRUCTION ELEVATIONS

ELEVATION REFERENCE POINT

Depth of Backfill (upslope) 6  
 Depth of Backfill (downslope) 30

Finished Grade Elevation (at Row 1) N/A  
 Top of Proprietary Device (at Row 1) N/A  
 Bottom of Disposal Field (at Row 1) N/A

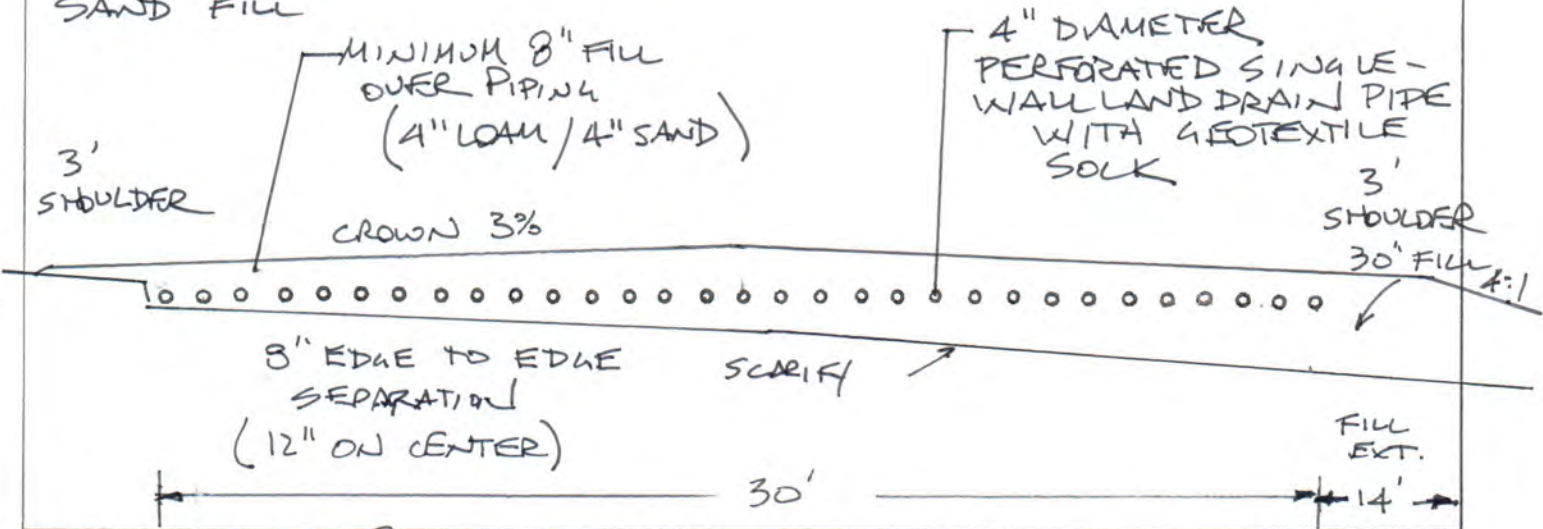
Location & Description: TO BE SET

Reference Elevation is 0.0' or: \_\_\_\_\_

SCARIFY ALL  
 GROUND TO BE  
 FILLED. USE  
 GRAVELLY/ COARSE  
 SAND FILL

DISPOSAL FIELD CROSS SECTION

Scales:  
 Vertical: 1" = 5  
 Horizontal: 1" = 5



Site Evaluator Signature

SE #

Date

Michael Owen      262      12.23-19

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

Maine Dept. Health & Human Services  
Div of Environmental Health, 11 SHS  
(207) 287-5672 Fax: (207) 287-4172

<b>PROPERTY LOCATION</b>		<b>&gt;&gt; CAUTION: LPI APPROVAL REQUIRED &lt;&lt;</b>	
City, Town, or Plantation	Windham	Town/City _____	Permit # _____
Street or Road	19 Roosevelt Trail	Date Permit Issued <u>1/1</u>	Fee: \$ _____ Double Fee Charged [ ]
Subdivision, Lot #	Sunnise <sup>UNITS</sup> 35-40, 51-54	_____	L.P.I. # _____
<b>OWNER/APPLICANT INFORMATION</b>		Local Plumbing Inspector Signature _____ <input type="checkbox"/> Owner <input type="checkbox"/> Town <input type="checkbox"/> State	
Name (last, first, MI)	Chase Custom Homes <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Applicant	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Mailing Address of Owner/Applicant	290 Bridgeton Rd. Westbrook, ME 04092		
Daytime Tel. #	_____		
<b>OWNER OR APPLICANT STATEMENT</b>		<b>CAUTION: INSPECTION REQUIRED</b>	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application. _____ (1st) date approved	
Signature of Owner or Applicant _____ Date _____		Local Plumbing Inspector Signature _____ (2nd) date approved _____	

PERMIT INFORMATION			
<b>TYPE OF APPLICATION</b> <input checked="" type="checkbox"/> 1. First Time System <input type="checkbox"/> 2. Replacement System Type replaced: _____ Year installed: _____ <input type="checkbox"/> 3. Expanded System a. <25% Expansion b. >25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	<b>THIS APPLICATION REQUIRES</b> <input checked="" type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3. Replacement System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit	<b>DISPOSAL SYSTEM COMPONENTS</b> <input checked="" type="checkbox"/> 1. Complete Non-engineered System <input type="checkbox"/> 2. Primitive System (graywater & alt. toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input checked="" type="checkbox"/> 11. Pre-treatment, specify: <u>OxyPro or equivalent</u> <input type="checkbox"/> 12. Miscellaneous Components	<b>TYPE OF WATER SUPPLY</b> <input type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input checked="" type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other
<b>SIZE OF PROPERTY</b> 53.3 <sup>SQ. FT.</sup> <u>ACRES</u>	<b>DISPOSAL SYSTEM TO SERVE</b> <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input checked="" type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: <u>10 x 2br units</u> <input type="checkbox"/> 3. Other: _____ (specify) _____ Current Use <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input checked="" type="checkbox"/> Undeveloped		
<b>SHORELAND ZONING</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)			
<b>TREATMENT TANK</b> <input checked="" type="checkbox"/> 1. Concrete <input checked="" type="checkbox"/> 2. Regular <input type="checkbox"/> 3. Low Profile <input type="checkbox"/> 4. Plastic <input type="checkbox"/> 5. Other: _____ CAPACITY: _____ GAL.	<b>DISPOSAL FIELD TYPE &amp; SIZE</b> <input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device <u>Manuloxton</u> a. cluster array <input checked="" type="checkbox"/> b. Linear c. regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 4. Other: _____ SIZE: <u>1750</u> sq. ft. (lin. ft.)	<b>GARBAGE DISPOSAL UNIT</b> <input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. increase in tank capacity <input type="checkbox"/> d. Filter on Tank Outlet	<b>DESIGN FLOW</b> <u>1800</u> gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities
<b>SOIL DATA &amp; DESIGN CLASS</b> PROFILE CONDITION <u>3/C</u> at Observation Hole # <u>TR40</u> Depth <u>18"</u> of Most Limiting Soil Factor _____	<b>DISPOSAL FIELD SIZING</b> <input type="checkbox"/> 1. Medium---2.6 sq. ft. / gpd <input checked="" type="checkbox"/> 2. Medium---Large 3.3 sq. ft. / gpd <input type="checkbox"/> 3. Large---4.1 sq. ft. / gpd <input type="checkbox"/> 4. Extra Large---5.0 sq. ft. / gpd	<b>EFFLUENT/EJECTOR PUMP</b> <input type="checkbox"/> 1. Not Required <input type="checkbox"/> 2. May Be Required <input type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ gallons	<input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER METER DATA  <b>LATITUDE AND LONGITUDE</b> at center of disposal area Lat. <u>43</u> d <u>45</u> m <u>25</u> s <u>79</u> Lon. <u>70</u> d <u>21</u> m <u>40</u> s <u>65</u> if g.p.s, state margin of error: <u>+/- 15'</u>

SITE EVALUATOR STATEMENT			
I certify that on <u>12-23-19</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).			
Site Evaluator Signature <u>Mark Cenci</u>	SE # <u>262</u>	Date <u>12-23-19</u>	
Site Evaluator Name Printed <u>MARK CENCI</u>	Telephone Number <u>329-3524</u>	E-mail Address _____	

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 Fax: (207) 287-3165

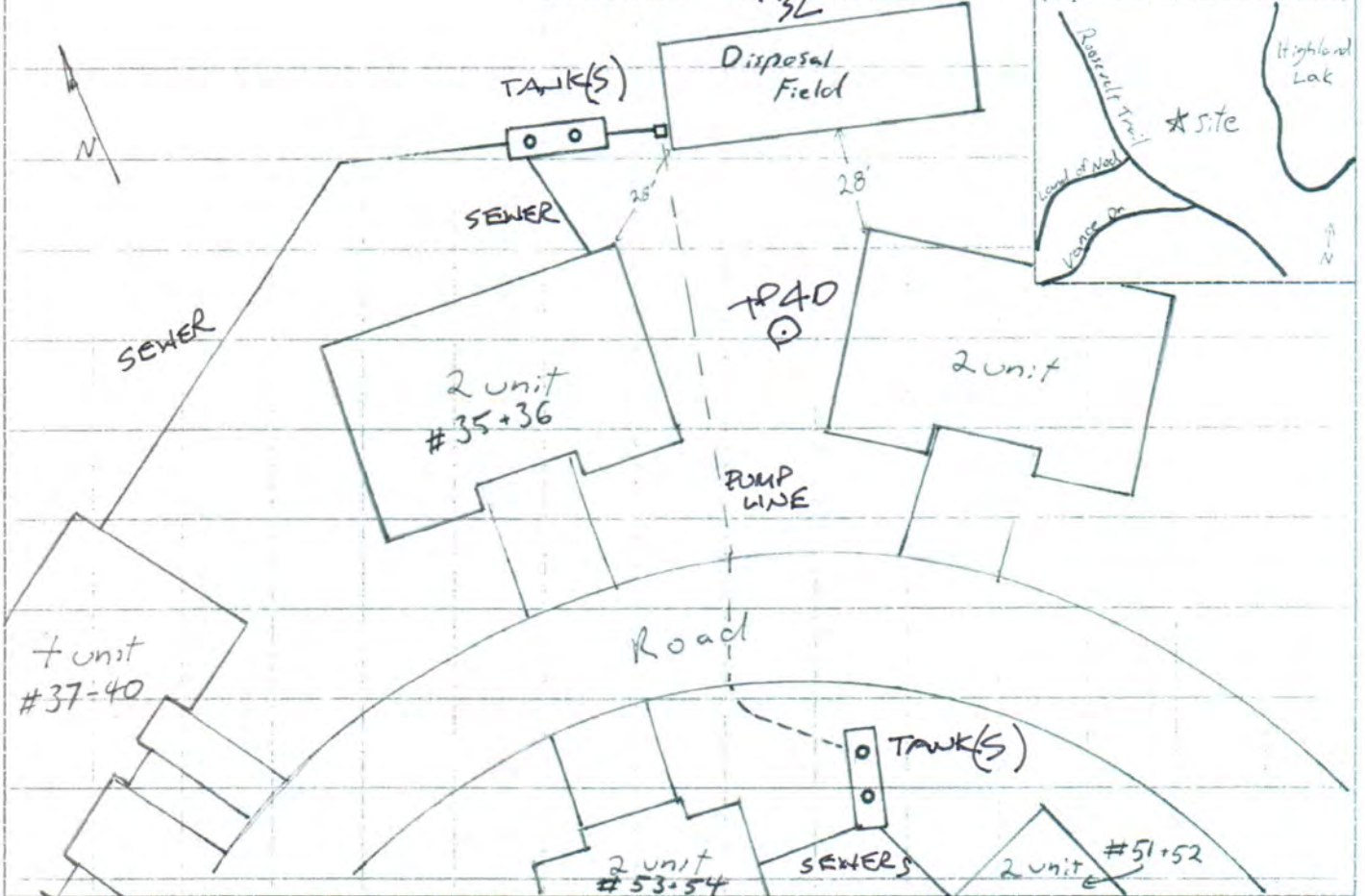
Town, City, Plantation  
*Windham*

Street, Road, Subdivision  
*35-40 Sunrise Cove 51-54*

Owner or Applicant Name  
*Chase Custom Homes*

**SITE PLAN** Scale 1" = 40 ft.

**SITE LOCATION PLAN**  
(map from Maine Atlas recommended)



**SOIL PROFILE DESCRIPTION AND CLASSIFICATION**

(Location of Observation Holes Shown Above)

Observation Hole # TP-32  Test Pit  Boring

Depth of organic horizon above mineral soil \_\_\_\_\_ "

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam	Friable	Brown	
12				
18				None
24	Fine Sandy Loam		Yellow Brown	
30				
36		Firm		Common Distinct
42				
48				
	Soil Profile <u>3</u>	Classification <u>C</u>	Slope <u>3</u> Percent	Limiting Factor <u>32</u> Depth

Groundwater  
 Restrictive Layer  
 Bedrock  
 Pit Depth

Observation Hole # TP-40  Test Pit  Boring

Depth of organic horizon above mineral soil \_\_\_\_\_ "

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Sandy Loam		Brown	
12		Friable	Yellow Brown	None
18	Very Fine Sandy Loam			
24		Firm	Olive Brown	Common Distinct
30				
36				
42				
48				
	Soil Profile <u>3</u>	Classification <u>C</u>	Slope <u>3</u> Percent	Limiting Factor <u>18</u> Depth

Groundwater  
 Restrictive Layer  
 Bedrock  
 Pit Depth

*Mark Pen*  
Site Evaluator Signature

262  
SE#

12-23-19  
Date



SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
 Division of Health Engineering, Station 10  
 (207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation

WINDHAM

Street, Road, Subdivision

19 ROOSEVELT TRAIL

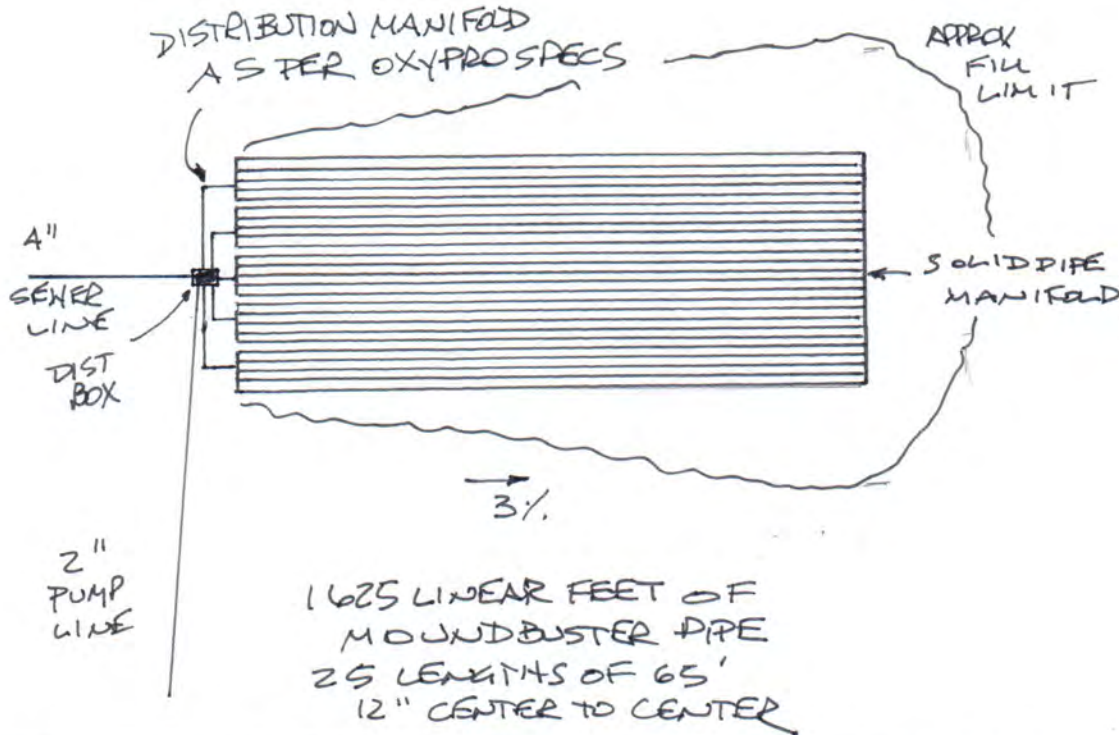
Owner or Applicant Name

CHASE CUSTOM HOMES

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale: 1" = 20 ft

UNITS 35-40, 51-54



1625 LINEAR FEET OF  
 MOUNDBUSTER PIPE  
 25 LENGTHS OF 65'  
 12" CENTER TO CENTER

BACKFILL REQUIREMENTS

CONSTRUCTION ELEVATIONS

ELEVATION REFERENCE POINT

Depth of Backfill (upslope) 1-2'  
 Depth of Backfill (downslope) 1-2'

Finished Grade Elevation (at Row 1) N/A  
 Top of Proprietary Device (at Row 1) N/A  
 Bottom of Disposal Field (at Row 1) N/A

Location & Description: TO BE SET

Reference Elevation is 0.0' or:

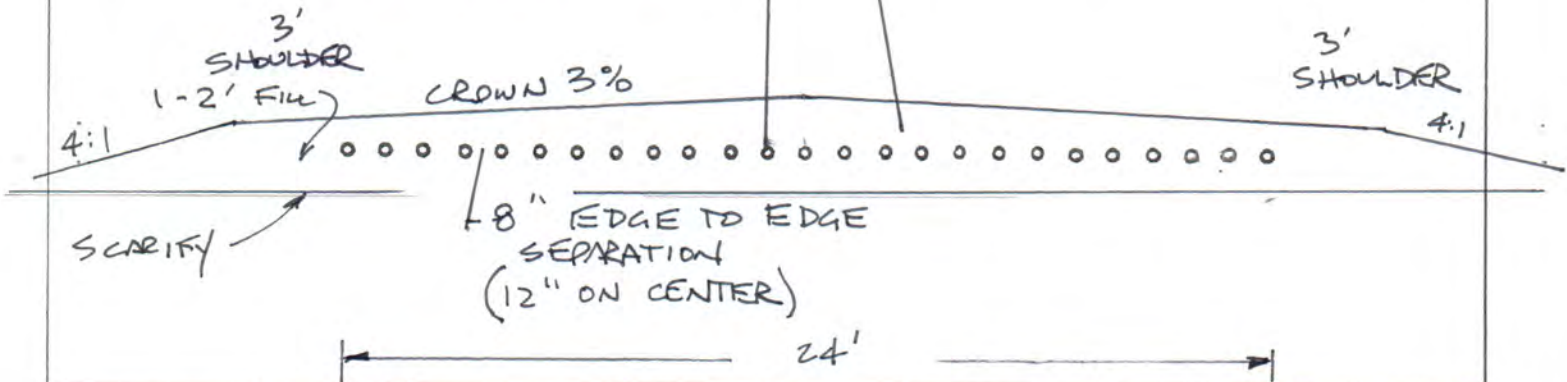
SCARIFY ALL  
 GROUND TO BE  
 FILLED. USE  
 GRAVELLY/  
 COARSE SAND  
 FILL.

DISPOSAL FIELD CROSS SECTION

Scales:  
 Vertical: 1" = 5'  
 Horizontal: 1" = 5'

1" DIAMETER PERFORATED  
 SINGLE-WALL LAND  
 DRAIN PIPE WITH  
 GEOTEXTILE SOCK

MINIMUM 8" FILL OVER PIPING  
 (4" SAND/4" LHM)



Site Evaluator Signature

*John Dan*

SE #

262

Date

12-23-19

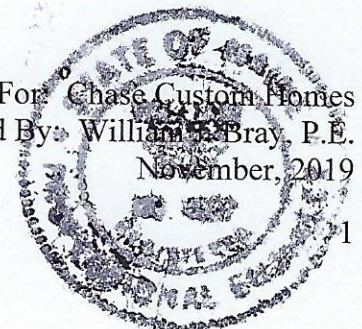
TRAFFIC IMPACT STUDY

FOR

PROPOSED

**Twilight Cove  
Mixed-Use Development**

Prepared For: Chase Custom Homes  
Prepared By: William E. Bray, P.E.  
November, 2019



## **INTRODUCTION**

Chase Custom Homes is proposing a mixed-use development on a 38.28-acre site located on the eastside of U.S. 302 opposite the Land of Nod Road intersection. The proposed project will include a total of 62 age restricted condominiums/townhouses and two three-unit attached commercial development pads (760sf each pad) with six market rate apartment units on the second floor.

The proposed subdivision layout provides two points of access with the primary access driveway located directly opposite the Land of Nod Road approach at U.S. Route 302 and a secondary entrance located approximately 240-foot southeasterly thereof.

The purpose of this study is to examine existing traffic conditions in the general vicinity of the proposed project, estimate the total number of site trips generated by the project and, make a determination as to whether the existing transportation system can safely accommodate the added traffic demand generated by the project.

## **EXISTING CONDITIONS**

**Existing Design Hour Traffic:** A manual turning movement count was conducted at the Land of Nod Road/U.S. Route 302 intersection on Wednesday, October 16, 2019. All traffic entering and exiting the intersection was recorded in 15-minute intervals between 7:00 and 9:00 a.m. and, again, between 3:00 and 6:00 p.m. (A copy of the traffic data is attached as an appendix to the report). From a summary of the data, it was determined that the “*morning*” peak hour occurs between 7:30 and 8:30 a.m. and the “*evening*” peak hour falls between 4:30 and 5:30 p.m.

The unadjusted “*peak*” traffic data collected during the month of October at the study intersection requires an adjustment to reflect “*peak*” travel conditions found during the summer months of July and August. MaineDOT provides factors for adjusting traffic data collected during other periods of time. MaineDOT utilizes highway classifications of I, II, or III for all State and Local roadways. Group I roadways are defined as urban roadways or those roads that typically see commuter traffic and experience little fluctuation from week to week throughout the year. Group II roadways or arterial roads are those that see a combination of commuter and recreational traffic and; therefore, experience moderate fluctuations during the year. Group III roads or recreational roadways are typically used for recreational purposes and experience significant seasonal fluctuations. MaineDOT classifies the section of U.S. Route 302 in the general vicinity of the Land of Nod Road intersection a Group I+II road and, as such, requires a seasonal adjustment of 1.08 to approximate “*peak*” summer travel conditions at the study intersection.

Figure 1 illustratively depicts the estimated 2019 pre-development traffic conditions at the study intersection during both the morning and evening peak commuter hours.

**Roadway Safety Conditions:** MaineDOT’s Accident Records Section provided the latest three-year (2016 through 2018) crash data for the section of U.S. Route 302 between Pope Road and the Westbrook City Line, a distance of approximately 0.85 miles. MaineDOT’s report is presented as follows:

**2016 -2018 Traffic Accident Summary**

<u>Location</u>	<u>Total Crashes</u>	<u>Critical Rate Factor</u>
1. U.S. Route 302 @ Land of Nod Road	1	0.17
2. U.S. Route 302 @ Percy Hawkes Road	2	0.34
3. U.S. Route 302 @ Haven Road	4	0.69
4. U.S. Route 302 btw. Westbrook City Line and Vance Drive	2	0.22
5. U.S. Route 302 btw. Land of Nod Road and Percy Hawkes Road	6	0.37
6. U.S. Route 302 btw. Percy Hawkes Road and Haven Road	3	0.24
7. U.S. Route 302 btw. Haven Road and Pope Road	2	0.20

The MaineDOT considers any roadway intersection or segment a high crash location if both of the following criteria are met:

- **8 or more accidents**
- **A Critical Rate Factor greater than 1.00**

As the data presented in the table shows, there are no identified high crash locations within the defined study area.

**SITE TRAFFIC**

**Site Trip Generation:** Trip generation was determined for the proposed mixed-use development based upon trip tables presented in the ninth edition of the Institute of Transportation Engineers (ITE) “TRIP GENERATION” handbook. The following trip rates were used in that effort:

**Land-Use Code 220 – Apartment (6-Units)**

*Street Peak Hour – AM Peak = 0.51 trips/unit*

*Street Peak Hour – PM Peak = 0.62 trips/unit*

**Land-Use Code 252 – Senior Adult Housing – Attached (62-units)**

*Street Peak Hour – AM Peak = 0.08 trips/unit*

*Street Peak Hour – PM Peak = 0.11 trips/unit*

**Land-Use Code 814 – Specialty Retail Center**

*Street Peak Hour – AM Peak = 2.71 trips/1,000sf floor area*

*Street Peak Hour – PM Peak = 2.71 trips/1,000sf floor area*

Table 1, below, provides a summary of peak hour trip generation for the proposed “Twilight Cove” project:

**Table 1  
“Twilight Cove” Development  
Trip Generation**

<u>Proposed Use</u>	<u>AM Peak Hour</u>		<u>PM Peak Hour</u>	
	<u>Trip Rate</u>	<u>Trips</u>	<u>Trip Rate</u>	<u>Trips</u>
Apartments	0.51 trips/unit	3 trips	0.62 trips/unit	4 trips
Senior Adult Housing-Attached	0.08 trips/unit	5 trips	0.11 trips/unit	7 trips
Specialty Retail	2.71(1) trips/1,000sf	12 trips	2.71 trips/1,000sf	12 trips
<b>TOTAL</b>		<b>20 trips</b>		<b>23 trips</b>

NOTES: (1) AM Peak Hour is based upon trip rate for PM peak hour of the street.

The “Twilight Cove” mixed-use project is expected to generate a total of 20 trips during the AM peak hour and 23 trips in the weekday evening peak hour.

**Site Trip Distribution:** The Institute of Transportation Engineers handbook provides the following directional distribution rates for each of the proposed three development uses in both the AM and PM peak hours.

**Land-Use Code 220 – Apartment**

*Street Peak Hour – AM Peak* = 20% enter site/80% exit site

*Street Peak Hour – PM Peak* = 65% enter site/35% exit site

**Land-Use Code 252 – Senior Adult Housing – Attached**

*Street Peak Hour – AM Peak* = 45% enter site/55% exit site

*Street Peak Hour – PM Peak* = 61% enter site/39% exit site

**Land-Use Code 814 – Specialty Retail Center**

*Street Peak Hour – AM Peak* = 56% enter site/44% exit site <sup>(1)</sup>

*Street Peak Hour – PM Peak* = 44% enter site/56% exit site

NOTE: <sup>(1)</sup> The AM peak hour distribution is the reverse of the directional distribution in the evening peak hour.

Table 2, which follows, provides a summary of the expected trip distribution for the proposed “Twilight Cove” development during both peak commuter hours.

**Table 2  
Site Trip Distribution Patterns  
“Twilight Cove” Development**

<u>Proposed Use</u>	<u>AM Peak Hour- Street</u>		<u>PM Peak Hour- Street</u>	
	<u>Entering Trips</u>	<u>Exiting Trips</u>	<u>Entering Trips</u>	<u>Exiting Trips</u>
Apartment	1	2	3	1
Senior Adult Housing-Attached	2	3	4	3
Specialty Retail Center	7	5	5	7
TOTAL	10	10	12	11

Based upon the noted directional distribution patterns presented in Table 2; ten (10) trips during the morning peak hour and 12 trips in the evening peak hour will enter the site and the remaining trips (10 AM trips and 11 PM trips) will exit the site.

**Vehicle Trip Composition:** This report has assumed all vehicle trips generated by the proposed project are “primary” or “new” vehicle trips to the area street network.

**Vehicle Trip Assignment:** Peak hour site trips generated by the proposed “Twilight Cove” mixed-use project were assigned through both proposed driveway entrances to/from the U.S. Route 302 corridor based upon existing directional travel splits recorded on the U.S. Route 302 corridor. The traffic data shows that approximately 70% of the site trips will travel to/from the east on U.S. Route 302, the remaining 30% of the site trips will have a westerly orientation.

Figure 2 is a “stick” diagram that presents the assignment of the site trips to both site entrances at U.S. Route 302.

## FUTURE TRAFFIC

**Other Development Traffic:** Traffic generated by projects that have been approved by the local Planning Board and/or the Maine Department of Transportation, yet are not open, must be included in the estimate of pre-development traffic. The Town Planning office advised there are two development projects whose trip generation potentially impact the study intersection: 1) 32-lot residential subdivision located on Land of Nod Road and, 2) 266 Roosevelt Trail warehouse project. Expected peak hour trips for both development projects were appropriately assigned through the study intersection.

The Other Development trips potentially impacting the Land of Nod Road/U.S. Route 302 intersection are highlighted on Figure 3.

**2020 Pre-Development Traffic:** The Traffic Impact Study has been prepared based upon a projected build-out year of 2020. MaineDOT's historical traffic data (2013 AADT of 12,360 and 2016 AADT of 13,470) for the section of U.S. Route 302 just southeast of the traffic circle shows traffic growth of approximately 3.0% per year occurring between 2013 through 2016. Accordingly, the 2019 design hour traffic volumes forecast for the Land of Nod Road/U.S. Route 302 intersection were adjusted by an annual growth rate of 3.0% to forecast 2020 travel conditions at the study intersection.

The Other Development trips illustrated on Figure 3 were combined with the forecast 2020 design hour traffic volumes to project 2020 pre-development travel conditions at the study intersection.

Figure 4 illustratively presents the projected 2020 pre-development travel forecasts for the study intersection.

**2020 Post-Development Traffic:** Estimated 2020 pre-development traffic forecasts prepared for the study intersection, depicted on Figure 4, were combined with the site trip assignment illustrated on Figure 2 to create 2020 post-development traffic conditions at the study intersection.

Figure 5 graphically presents the estimated 2020 post-development traffic conditions for the study intersection.

## MOBILITY ANALYSIS

Capacity analyses of both 2020 pre- and post-Development traffic conditions were performed utilizing the Synchro and Sim Traffic simulation models. Level of Service rankings are similar to the academic grading system, where an "A" is very good with little delay and "F" represents very poor conditions. The following table summarizes the relationship between delay and Level of Service for an unsignalized intersection:

**Level of Service Criteria for Unsignalized Intersections**

<u>Level of Service</u>	<u>Total Control Delay (sec/veh)</u>
A	Up to 10.0
B	10.1 to 15.0
C	15.1 to 25.0
D	25.1 to 35.0
E	35.1 to 50.0
F	Greater than 50.0

The results of the capacity analyses are presented in the following table:

**Level of Service Summary**  
**2020 Pre- and Post-Development Conditions**

<u>Intersection/Approach</u>	<u>2020 Pre-Development</u>				<u>2020 Post-Development</u>			
	<u>AM Peak Hour</u>		<u>PM Peak Hour</u>		<u>AM Peak Hour</u>		<u>PM Peak Hour</u>	
	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>
Land of Nod Road/ U.S. Route 302.Primary Entrance - Twilight Cove driveway intersection								
- Land of Nod Road NB	14 secs.	B	20 secs.	C	14 sec.	B	23 secs.	C
- Primary Entrance – Twilight Cove SB	n/a	n/a	n/a	n/a	13 secs.	B	24 secs.	C
- U.S. Route 302 EB	1 sec.	A	1 sec.	A	1 sec.	A	1 sec.	A
- U.S. Route 302 WB	1 sec.	A	1 sec.	A	1 sec.	A	1 sec.	A
- <b>Overall Intersection</b>	<b>1 sec.</b>	<b>A</b>	<b>1 sec.</b>	<b>A</b>	<b>1 sec.</b>	<b>A</b>	<b>1 sec.</b>	<b>A</b>
U.S. Route 302/Secondary Entrance – Twilight Cove								
- Secondary Entrance – Twilight Cove SB	n/a	n/a	n/a	n/a	5 secs.	A	26 secs.	D
- U.S. Route 302 EB	n/a	n/a	n/a	n/a	1 sec.	A	1 sec.	A
- U.S. Route 302 WB	n/a	n/a	n/a	n/a	1 sec.	A	2 secs.	A
- <b>Overall Intersection</b>					<b>1 sec.</b>	<b>A</b>	<b>1 sec.</b>	<b>A</b>

The traffic operational assessment performed for both the forecast 2020 pre- and post-development travel conditions demonstrates that the proposed Twilight Cove development project has virtually no impact on traffic operations. The study intersection is expected to experience minimal levels of vehicle delay representative of Level of Service A conditions under forecast 2020 pre-development travel conditions or the very highest level of traffic operations. The 2020 post-development operating conditions will mirror pre-development conditions at the study intersection, experiencing low levels of vehicle delay representative of Level of Service A conditions. The secondary site driveway intersection at U.S. Route 302 is also expected to operate at acceptable level of service with minor vehicle delay on the side-street approach.

**VEHICLE SIGHT DISTANCE**

The Maine Department of Transportation classifies U.S. Route 302 a Retrograde/Mobility Highway and, with that classification, all driveway entrances both new and existing (with a change of use) must meet their sight distance standards for a Mobility Corridor. Those Mobility Highway sight distance standards are presented in the following table:

**Mobility Highway  
Sight Distance Standards**

<b>Speed Limit</b>	<b>Sight Distance</b>
25 mph	Not applicable
30	Not applicable
35	Not applicable
<b>40</b>	<b>580 feet</b>
45	710 feet
50	840 feet
55	990 feet
60	1,150 feet

U.S. Route 302 fronting the Land of Nod Road intersection is presently posted at 40mph, which requires an unobstructed sight distance of 580-feet. Field measurements were determined for both directions of travel from both proposed driveway entrances to the "Twilight Cove" mixed-use development consistent with MaineDOT's standard engineering practices. Sight distance measurements in excess of 600-feet were measured "looking" in both directions of travel from the proposed centerline of the primary access driveway and a distance of nearly 600-feet was measured looking right from the proposed secondary access driveway and a distance in excess of 700-feet was recorded left.

### **CONCLUSIONS/RECOMMENDATIONS**

- The proposed Twilight Cove Subdivision can be expected to generate a total of 20 vehicle trips during a typical AM peak hour and a slightly greater volume of 23 vehicle trips in the PM peak hour.
- MaineDOT's Traffic Safety Bureau's latest three-year (2016 through 2018) safety audit for the section of U.S. Route 302 from the Westbrook City Line to the Pope Road intersection does not identify any high crash locations within the study area.
- Traffic operations at the study intersection, even with a fourth approach added to the intersection as the primary entrance to the proposed Twilight Cove development, are projected to be representative of Level of Service A travel conditions with minor levels of vehicle delay experienced on all legs of the intersection. The detailed capacity analysis conducted for both 2020 Pre and Post-development travel conditions clearly shows that the very minor volume of added traffic generated by the proposed development has virtually no impact on traffic operations at the study intersection.
- Sightline measurements recorded at the centerline of the proposed subdivision road at Briarwood Lane appear to meet and exceed the MaineDOT's Mobility Corridor sight distance standard (580-feet) for a posted speed limit of 40mph. The sight distance measurements "looking" right from both proposed site driveways will require the minor clearing of all small trees and low-level vegetation within the highlighted section of the public right of way along U.S. Route 302, as depicted on the attached sight distance illustration, to ensure acceptable sight distance is provided.
- Direct access onto U.S Route 302 will require a MaineDOT issued driveway entrance permit for both proposed access driveways.

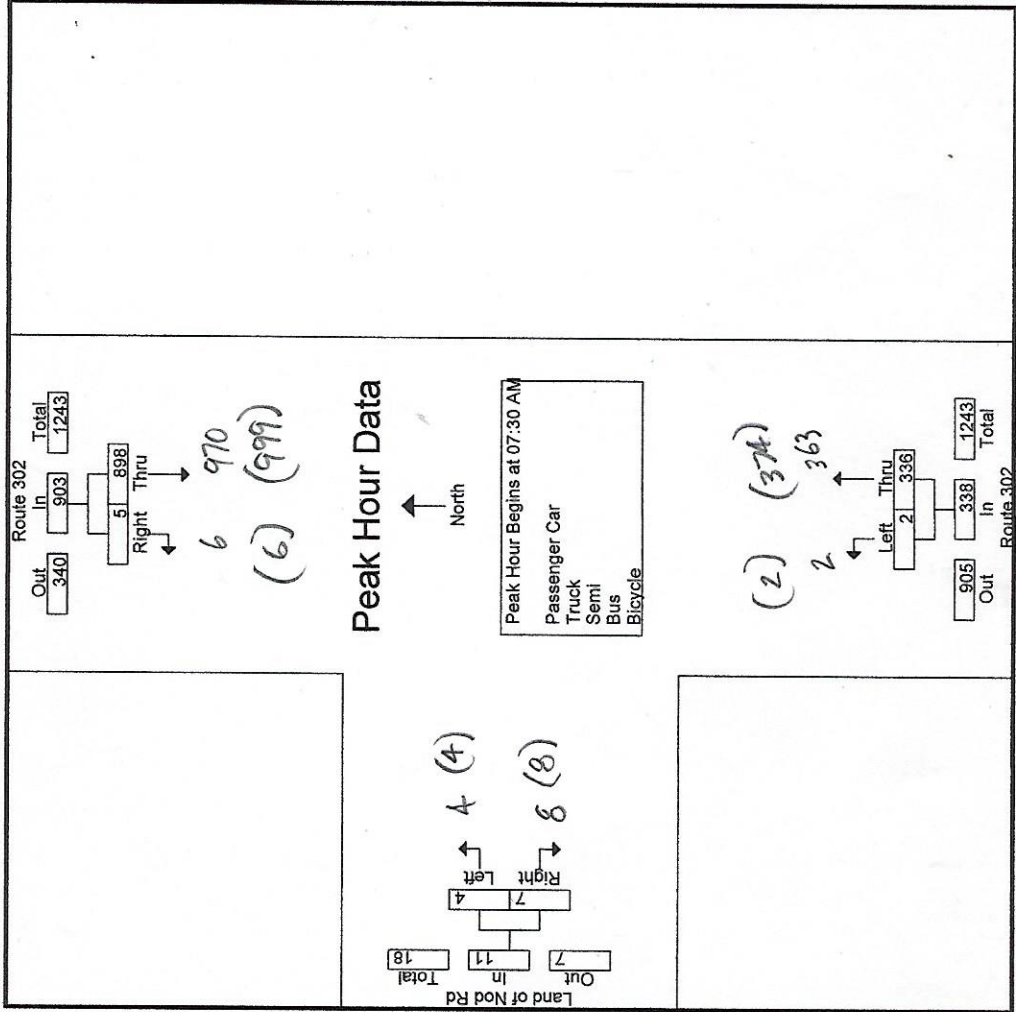


# Traffic Solutions

17 Mountview Drive  
Gorham, ME 04038

Windham Land of Nod & Route 302  
October 16, 2019 AM  
Light Rain  
Count by Jen Gilbert

File Name : Windham Land of Nod Rd & 302 10-16-19 AM  
Site Code : 01016191  
Start Date : 10/16/2019  
Page No : 6



XX = Seasonally Adjusted Volumes

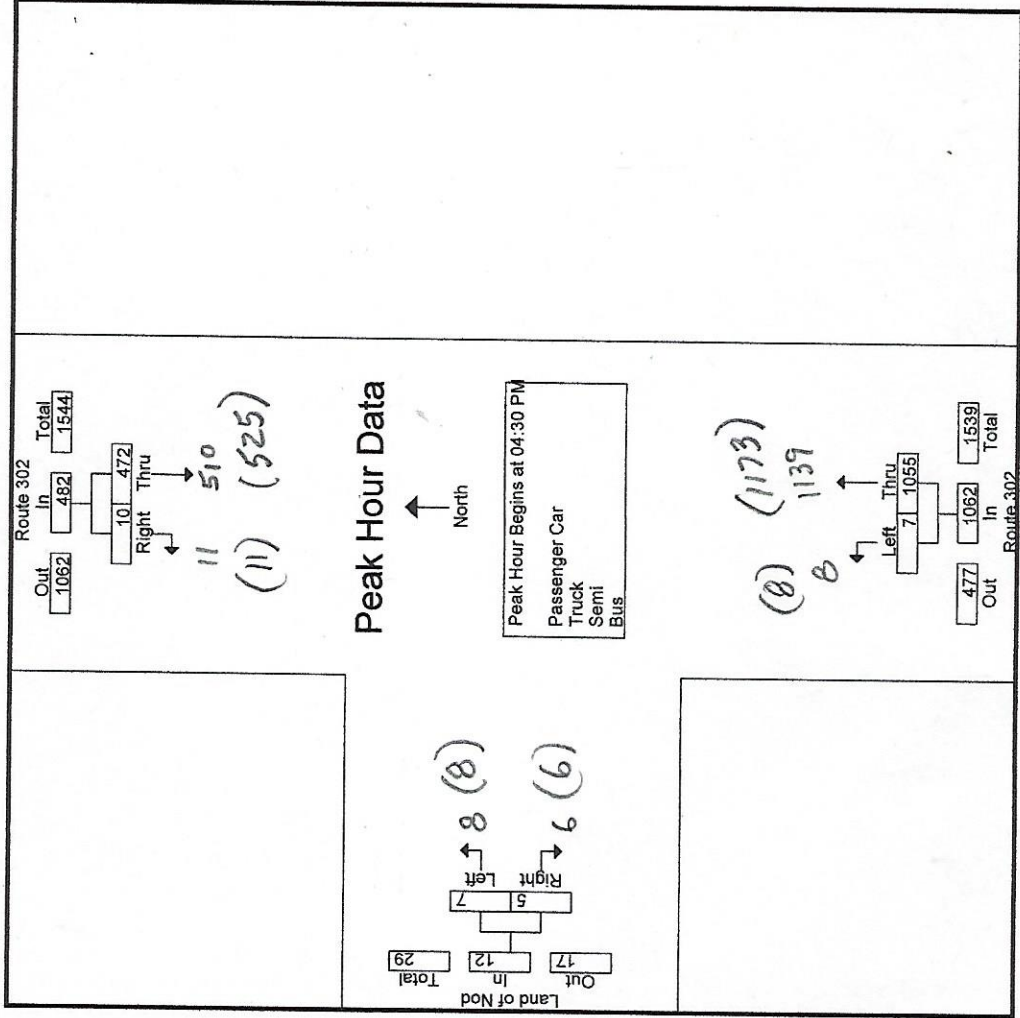
(XX) = 2020 DATA

# Traffic Solutions

17 Mountview Drive  
Gorham, ME 04038

Windham Land of Nod & Route 302  
October 16, 2019 PM  
Cloudy  
Count by Jen Gilbert

File Name : Windham Land of Nod Rd & 302 10-16-19 PM  
Site Code : 01016192  
Start Date : 10/16/2019  
Page No : 6



See journal  
XX = Adjusted Volume(s)

(XX) = 2020 DHV

1139 + 510 = 1649  
70% 30%

TWILIGHT COVE

SITE DRIVE #1

SITE DRIVE #2

← 363 (1139)  
└ 2 (8)

(510) 970 →  
(11) 6 └

└ 8 (9)  
└ 4 (8)

ROOSEVELT TRAIL (A.K.A. US 302)

LEGEND

XX = AM PEAK HOUR  
(XX) = PM PEAK HOUR

LAND OF NOD ROAD

2019 DESIGN HOUR TRAFFIC

FIGURE 1

Twilight Cove  
19 ROOSEVELT TRAIL, WINDHAM, MAINE  
DATE: NOVEMBER, 2019

FIGURE: 1

TRAFFIC SOLUTIONS  
17 MOUNTVIEW DRIVE, GORHAM, MAINE 04038

TWILIGHT COVE

SITE DRIVE #1

SITE DRIVE #2

(2) 2  
(6) 5

(1) 1  
(2) 2

(6) 5  
(1) 1

(1) 1  
(3) 2

(5) 6  
(1) 1

(2) 2  
(6) 5

ROOSEVELT TRAIL (A.K.A. US 302)

LAND OF NOD ROAD

LEGEND

XX = AM PEAK HOUR  
(XX) = PM PEAK HOUR

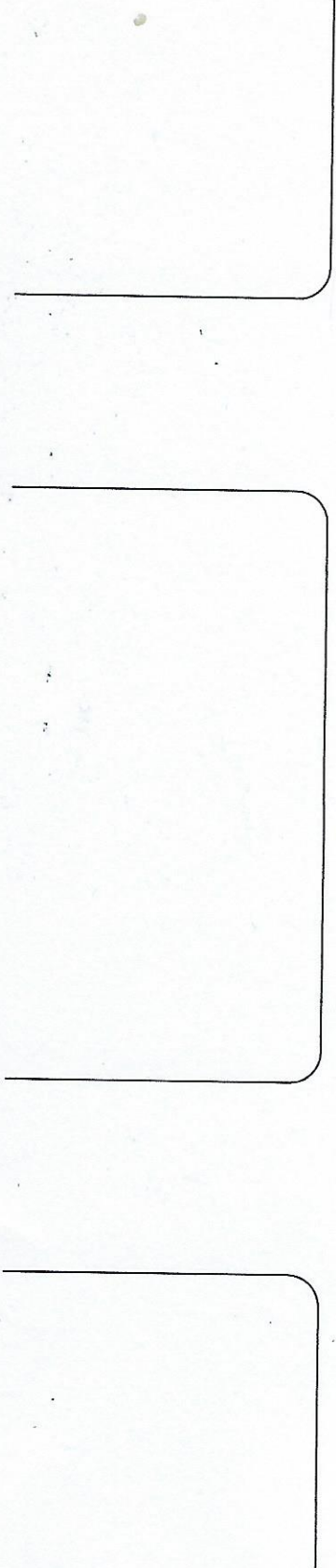
SITE TRIP ASSIGNMENT

FIGURE 2

TWILIGHT COVE

SITE DRIVE #1

SITE DRIVE #2



ROOSEVELT TRAIL (A.K.A. US 302)

(3) 5  
(8) 12

Two arrows pointing right, one above the other, with counts (3) 5 and (8) 12.

LAND OF NOD ROAD

LEGEND

XX = AM PEAK HOUR  
(XX) = PM PEAK HOUR

OTHER DEVELOPMENT TRAFFIC

FIGURE 3

TWILIGHT COVE

SITE DRIVE #1

SITE DRIVE #2

← 375 (1174)  
└ 6 (21)

← 381 (1195)

(526) 1000 →  
(17) 6 └

(540) 1020 →

└ (11) 9  
└ (14) 20

ROOSEVELT TRAIL (A.K.A. US 302)

LEGEND

XX = AM PEAK HOUR

(XX) = PM PEAK HOUR

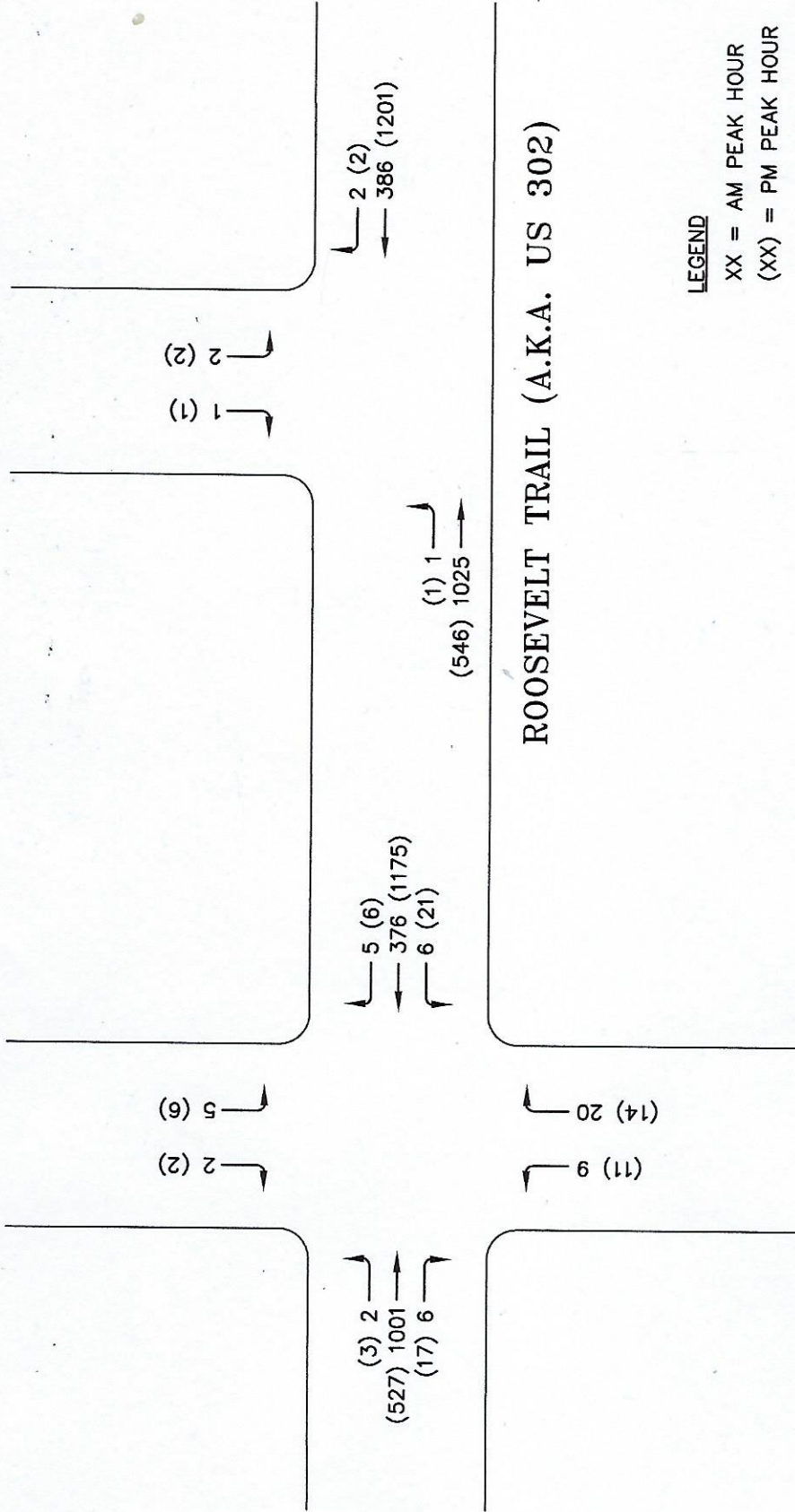
LAND OF NOD ROAD

2020 PRE-DEVELOPMENT TRAFFIC

TWILIGHT COVE

SITE DRIVE #1

SITE DRIVE #2



LAND OF NOD ROAD

ROOSEVELT TRAIL (A.K.A. US 302)

LEGEND

XX = AM PEAK HOUR  
 (XX) = PM PEAK HOUR

2020 POST-DEVELOPMENT TRAFFIC

FIGURE 5

Hight



Search...

X Q

Scale: 1:10985

600ft





# Crash Summary Report

## Report Selections and Input Parameters

**REPORT SELECTIONS**

- Crash Summary I
- Section Detail
- Crash Summary II
- 1320 Public
- 1320 Private
- 1320 Summary

**REPORT DESCRIPTION**

Windham: Rte 302/Roosevelt Trl between Westbrook Tl (node 16901, excl) to intersection with Pope Rd (node 16905, excl)

**REPORT PARAMETERS**

Year 2016, Start Month 1 through Year 2018 End Month: 12

Route: 0302X

Start Node: 16901

Start Offset: 0

Exclude First Node

End Node: 16905

End Offset: 0

Exclude Last Node

# Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes							Percent Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
				K	A	B	C	PD	Injury	Ent-Veh				
17291	0302X - 8.26	Int of ROOSEVELT TRL VANCE DR	2	0	0	0	0	0	0	0.0	5.484	0.00	0.35	0.00
											Statewide Crash Rate: 0.14	0.00	0.14	
16902	0302X - 8.34	Int of LAND OF NOD RD, ROOSEVELT TRL	2	1	0	0	0	1	0	0.0	5.444	0.06	0.35	0.00
											Statewide Crash Rate: 0.14	0.06	0.14	
16903	0302X - 8.62	Int of PERCY HAWKES RD ROOSEVELT TRL	2	2	0	0	1	0	1	50.0	5.441	0.12	0.35	0.00
											Statewide Crash Rate: 0.14	0.12	0.14	
16904	0302X - 8.82	Int of HAVEN RD ROOSEVELT TRL	2	4	0	0	0	0	4	0.0	5.447	0.24	0.35	0.00
											Statewide Crash Rate: 0.14	0.24	0.14	

Study Years: 3.00

**NODE TOTALS:** 7 0 0 0 1 0 6 14.3 21.816 0.11 0.25 0.43

# Crash Summary I

## Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	A	B	C	PD	Injury	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
16901	17291	3106443	0 - 0.13	0302X - 8.13 US 302	0.13	2	0	0	0	0	2	0.0	0.0	0.00712	93.65	416.74	0.00
		TL Westbrook Windham													Statewide Crash Rate: 194.39		
16902	17291	3106444	0 - 0.08	0302X - 8.26 US 302	0.08	2	0	0	0	0	0	0.0	0.0	0.00431	0.00	471.53	0.00
		Int of LAND OF NOD RD, ROOSEVELT TRL													Statewide Crash Rate: 194.39		
16902	16903	3123978	0 - 0.28	0302X - 8.34 US 302	0.28	6	0	0	0	3	3	50.0	0.01521	0.01521	131.48	351.56	0.00
		Int of LAND OF NOD RD, ROOSEVELT TRL													Statewide Crash Rate: 194.39		
16903	16904	3129932	0 - 0.20	0302X - 8.62 US 302	0.20	3	0	1	0	0	2	33.3	0.01079	0.01079	92.66	378.55	0.00
		Int of PERCY HAWKES RD, ROOSEVELT TRL													Statewide Crash Rate: 194.39		
16904	16905	3106445	0 - 0.16	0302X - 8.82 US 302	0.16	2	0	0	0	1	1	50.0	0.00852	0.00852	78.21	399.43	0.00
		Int of HAVEN RD, ROOSEVELT TRL													Statewide Crash Rate: 194.39		
<b>Study Years: 3.00</b>					<b>Section Totals:</b>	0.85	13	0	1	0	4	8	38.5	0.04596	94.29	287.49	0.33
					<b>Grand Totals:</b>	0.85	20	0	1	1	4	14	30.0	0.04596	145.06	407.41	0.36

Summary of All Intervals

Run Number	3	4	5	6	7	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1425	1421	1366	1373	1419	1400
Vehs Exited	1425	1419	1362	1365	1416	1398
Starting Vehs	13	14	12	9	14	12
Ending Vehs	13	16	16	17	17	17
Travel Distance (mi)	445	444	425	429	444	437
Travel Time (hr)	12.6	12.5	12.0	12.2	12.5	12.4
Total Delay (hr)	1.3	1.2	1.2	1.2	1.2	1.2
Total Stops	42	31	45	29	16	32
Fuel Used (gal)	13.0	13.0	12.4	12.6	12.9	12.8

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	3	4	5	6	7	Avg
Vehs Entered	1425	1421	1366	1373	1419	1400
Vehs Exited	1425	1419	1362	1365	1416	1398
Starting Vehs	13	14	12	9	14	12
Ending Vehs	13	16	16	17	17	17
Travel Distance (mi)	445	444	425	429	444	437
Travel Time (hr)	12.6	12.5	12.0	12.2	12.5	12.4
Total Delay (hr)	1.3	1.2	1.2	1.2	1.2	1.2
Total Stops	42	31	45	29	16	32
Fuel Used (gal)	13.0	13.0	12.4	12.6	12.9	12.8

1: Land of Nod Rd/Site Driveway #1 & Route 302 Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	1.0	0.0	0.1	0.7
Total Del/Veh (s)	1.1	0.4	13.8	1.1

2: Route 302 & Site Driveway #2 Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.0	0.3	0.1
Total Del/Veh (s)	0.4	0.3	0.4

Total Network Performance

Denied Del/Veh (s)	0.8
Total Del/Veh (s)	2.3

Intersection: 1: Land of Nod Rd/Site Driveway #1 & Route 302

Movement	WB	NB
Directions Served	LTR	LTR
Maximum Queue (ft)	90	44
Average Queue (ft)	6	19
95th Queue (ft)	39	48
Link Distance (ft)	193	468
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 2: Route 302 & Site Driveway #2

Movement		
Directions Served		
Maximum Queue (ft)		
Average Queue (ft)		
95th Queue (ft)		
Link Distance (ft)		
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	3	5	6	7	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1767	1784	1707	1714	1775	1749
Vehs Exited	1769	1790	1701	1724	1773	1752
Starting Vehs	18	20	13	25	15	18
Ending Vehs	16	14	19	15	17	17
Travel Distance (mi)	550	556	532	535	552	545
Travel Time (hr)	16.4	16.4	15.7	16.0	16.6	16.2
Total Delay (hr)	2.2	2.2	2.1	2.3	2.6	2.3
Total Stops	51	23	32	40	57	41
Fuel Used (gal)	16.7	16.9	15.9	16.3	16.8	16.5

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	3	5	6	7	Avg
Vehs Entered	1767	1784	1707	1714	1775	1749
Vehs Exited	1769	1790	1701	1724	1773	1752
Starting Vehs	18	20	13	25	15	18
Ending Vehs	16	14	19	15	17	17
Travel Distance (mi)	550	556	532	535	552	545
Travel Time (hr)	16.4	16.4	15.7	16.0	16.6	16.2
Total Delay (hr)	2.2	2.2	2.1	2.3	2.6	2.3
Total Stops	51	23	32	40	57	41
Fuel Used (gal)	16.7	16.9	15.9	16.3	16.8	16.5

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1: Land of Nod Rd/Site Driveway #1 & Route 302 Performance by approach

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Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.4	0.0	0.1	0.1
Total Del/Veh (s)	0.8	1.0	20.1	1.2

---

2: Route 302 & Site Driveway #2 Performance by approach

---

Approach	EB	WB	All
Denied Del/Veh (s)	0.0	1.4	1.0
Total Del/Veh (s)	0.3	1.7	1.3

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Total Network Performance

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Denied Del/Veh (s)			1.1
Total Del/Veh (s)			3.5



Intersection: 1: Land of Nod Rd/Site Driveway #1 & Route 302

Movement	WB	NB
Directions Served	LTR	LTR
Maximum Queue (ft)	83	50
Average Queue (ft)	14	17
95th Queue (ft)	58	43
Link Distance (ft)	193	468
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 2: Route 302 & Site Driveway #2

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	4	6
Average Queue (ft)	0	0
95th Queue (ft)	3	4
Link Distance (ft)	193	699
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	2	4	5	6	7	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1398	1444	1432	1379	1472	1426
Vehs Exited	1400	1444	1429	1383	1471	1426
Starting Vehs	10	13	13	11	13	11
Ending Vehs	8	13	16	7	14	11
Travel Distance (mi)	438	449	446	429	459	444
Travel Time (hr)	12.4	13.0	12.7	12.3	13.1	12.7
Total Delay (hr)	1.2	1.4	1.3	1.3	1.4	1.3
Total Stops	42	52	35	51	48	46
Fuel Used (gal)	13.0	13.5	13.2	12.7	13.6	13.2

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	2	4	5	6	7	Avg
Vehs Entered	1398	1444	1432	1379	1472	1426
Vehs Exited	1400	1444	1429	1383	1471	1426
Starting Vehs	10	13	13	11	13	11
Ending Vehs	8	13	16	7	14	11
Travel Distance (mi)	438	449	446	429	459	444
Travel Time (hr)	12.4	13.0	12.7	12.3	13.1	12.7
Total Delay (hr)	1.2	1.4	1.3	1.3	1.4	1.3
Total Stops	42	52	35	51	48	46
Fuel Used (gal)	13.0	13.5	13.2	12.7	13.6	13.2

1: Land of Nod Rd/Site Driveway #1 & Route 302 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	1.0	0.0	0.1	0.1	0.7
Total Del/Veh (s)	1.2	0.4	14.2	13.1	1.3

2: Route 302 & Site Driveway #2 Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.3	0.1	0.1
Total Del/Veh (s)	0.4	0.4	5.3	0.4

Total Network Performance

Denied Del/Veh (s)	0.8
Total Del/Veh (s)	2.5

Intersection: 1: Land of Nod Rd/Site Driveway #1 & Route 302

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	11	83	66	31
Average Queue (ft)	0	6	23	7
95th Queue (ft)	6	38	55	29
Link Distance (ft)	653	193	468	362
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: Route 302 & Site Driveway #2

Movement	SB
Directions Served	LR
Maximum Queue (ft)	18
Average Queue (ft)	2
95th Queue (ft)	13
Link Distance (ft)	368
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	2	3	4	5	7	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1814	1832	1794	1820	1760	1804
Vehs Exited	1811	1828	1793	1820	1757	1802
Starting Vehs	20	17	11	20	16	16
Ending Vehs	23	21	12	20	19	18
Travel Distance (mi)	566	568	559	567	548	562
Travel Time (hr)	16.8	17.1	17.2	17.1	16.3	16.9
Total Delay (hr)	2.3	2.6	2.8	2.6	2.3	2.5
Total Stops	46	73	78	38	36	55
Fuel Used (gal)	17.2	17.3	17.2	17.1	16.6	17.1

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	2	3	4	5	7	Avg
Vehs Entered	1814	1832	1794	1820	1760	1804
Vehs Exited	1811	1828	1793	1820	1757	1802
Starting Vehs	20	17	11	20	16	16
Ending Vehs	23	21	12	20	19	18
Travel Distance (mi)	566	568	559	567	548	562
Travel Time (hr)	16.8	17.1	17.2	17.1	16.3	16.9
Total Delay (hr)	2.3	2.6	2.8	2.6	2.3	2.5
Total Stops	46	73	78	38	36	55
Fuel Used (gal)	17.2	17.3	17.2	17.1	16.6	17.1

1: Land of Nod Rd/Site Driveway #1 & Route 302 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.4	0.0	0.1	0.1	0.1
Total Del/Veh (s)	0.9	1.1	23.0	23.9	1.4

2: Route 302 & Site Driveway #2 Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	1.4	0.1	1.0
Total Del/Veh (s)	0.4	1.8	26.4	1.4

Total Network Performance

Denied Del/Veh (s)	1.1
Total Del/Veh (s)	3.9

Intersection: 1: Land of Nod Rd/Site Driveway #1 & Route 302

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	27	112	65	35
Average Queue (ft)	1	11	20	7
95th Queue (ft)	12	64	51	28
Link Distance (ft)	653	193	468	362
Upstream Blk Time (%)		0		
Queuing Penalty (veh)		1		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: Route 302 & Site Driveway #2

Movement	EB	WB	SB
Directions Served	LT	TR	LR
Maximum Queue (ft)	57	34	34
Average Queue (ft)	3	2	4
95th Queue (ft)	33	26	22
Link Distance (ft)	193	699	368
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 1







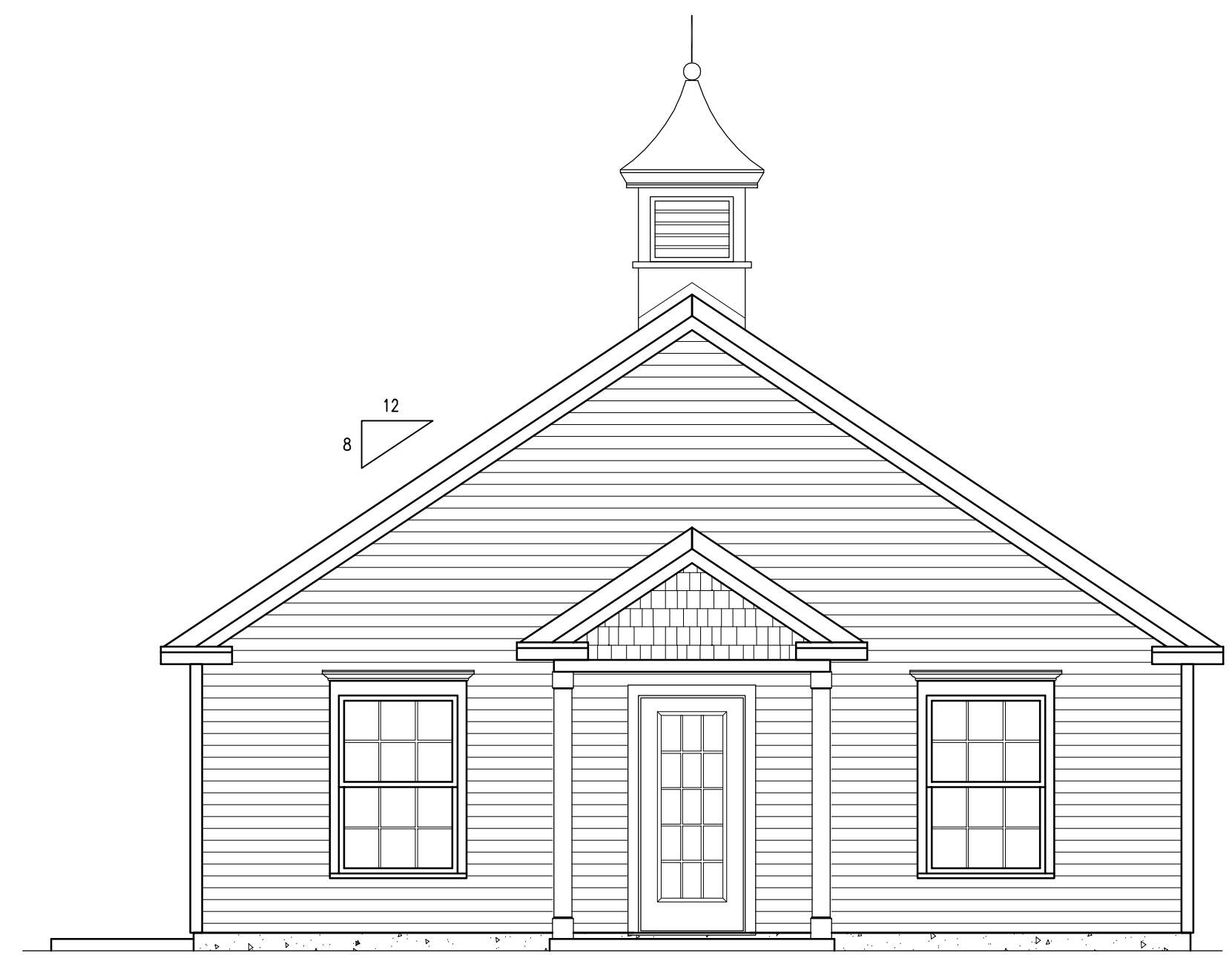
FRONT ELEVATION



REAR ELEVATION

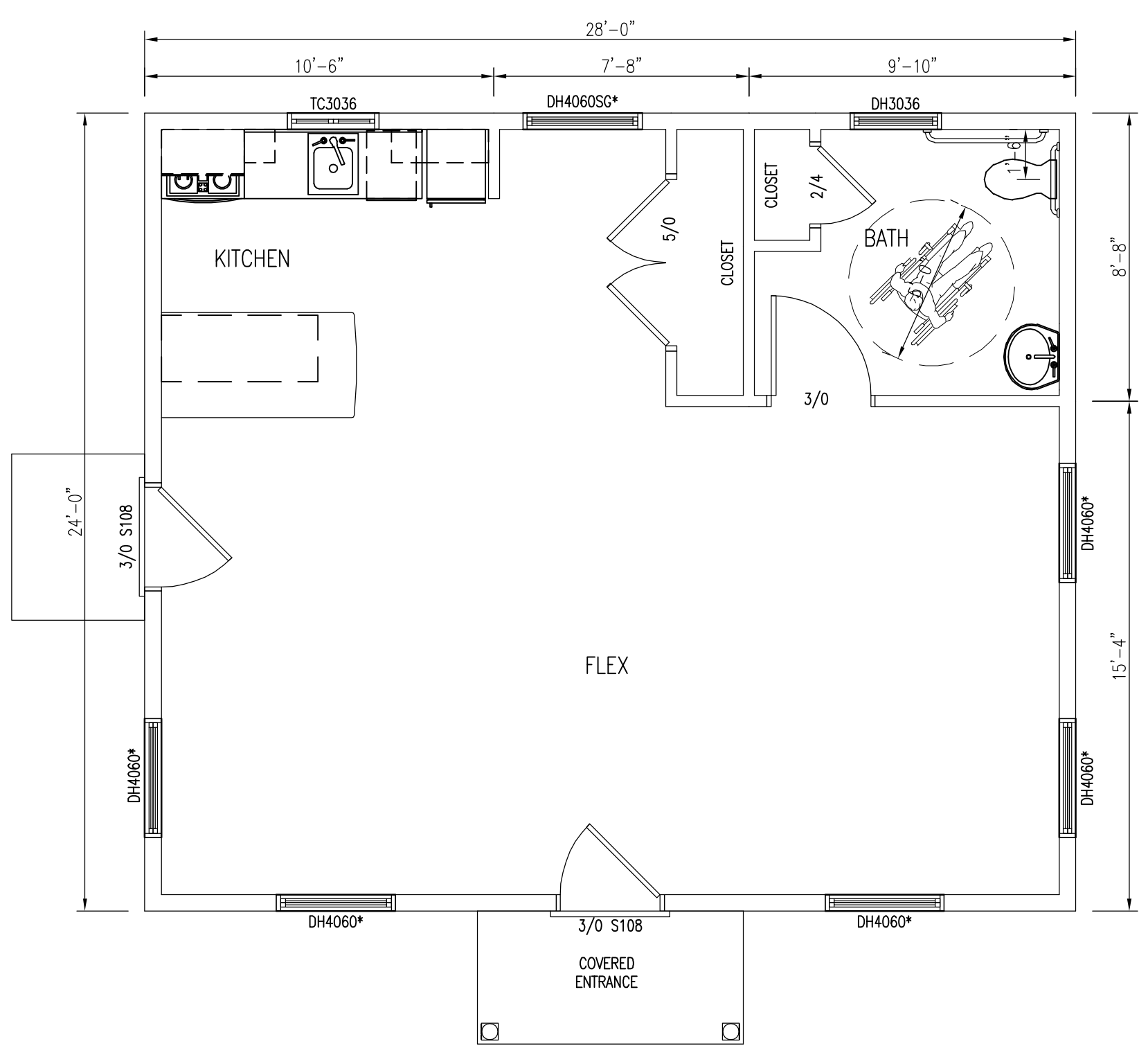


LEFT ELEVATION



FRONT ELEVATION  
1/4" = 1'-0"

**CONSTRUCTION NOTE:**  
 CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS; AND OR LOCAL CODES.



FIRST FLOOR PLAN  
1/4" = 1'-0"

**SMOKE ALARMS**

SHALL BE INTERCONNECTED & INSTALLED IN THE FOLLOWING LOCATIONS

1. EACH SLEEPING AREA
2. OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS
3. ON EACH ADDITIONAL STORY OF THE DWELLING INCLUDING BASEMENTS
4. FIRE BLOCKING, FIRE RATED FIXTURES & CAULKING BETWEEN FLOORS WHEN/WHERE REQUIRED. 5/8 TYPE-X FIRE RATED SHEETROCK ON ALL WALLS & CEILING'S SEPARATING FLOORS WHEN/WHERE REQUIRED. PER TOWN AND LOCAL CODE.

\* DENOTES EGRESS WINDOW  
 DH DENOTES WINDOW TYPE & ROUGH OPENINGS  
 SG TEMPERED/SAFETY GLASS; AT ALL HAZARDOUS LOCATIONS, INCLUDING BUT NOT LIMITED TO BATHROOMS ENTRY DOORS AND STAIRS

**CARBON MONOXIDE ALARMS:**

SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS

1. OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS
2. IN THE IMMEDIATE VICINITY OF THE BEDROOMS IN DWELLING UNITS WITHIN WHICH FUEL-FIRED APPLIANCES ARE INSTALLED AND IN DWELLING UNITS THAT HAVE ATTACHED GARAGES

**CONSTRUCTION NOTE:**

CONTRACTOR TO VERIFY GRADE IN FIELD, AND ALL DIMENSIONS ON PLANS BEFORE STARTING NEW CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. OR LOCAL CODES.

Highland Views, Club House  
 PRELIMINARY DRAWINGS  
 Windham, ME

DRAWINGS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DIMENSIONS AND LOCATIONS ARE PROVIDED TO US AS CLIENTS WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OF DRAFTING & DESIGN MS LLC ARE RESPONSIBLE FOR THE ACCURACY OF THE DRAWINGS. SURVEYORS, ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED BY CLIENT AND/OR BEFORE ANY CONSTRUCTION BEGINS. IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR BEFORE ANY CONSTRUCTION BEGINS, DRAFTING & DESIGN MS LLC ASSUMES NO LIABILITY FOR ANY CHANGES AND/OR REVISIONS MADE TO PLAN BY CLIENT AND/OR CONTRACTOR.

**Revisions:**

NO.	DATE	REVISIONS
10/31/19		REVISED PLANS

Date : 10/31/19  
 Scale : 1/4"=1'-0"  
 Drawn By: JTM  
 Project: R102919  
 Sheet Number:

## COMMERCIAL DISTRICT DESIGN STANDARDS

Sunrise Cove Retirement Community  
Roosevelt Trail, Windham, Maine  
Zoning District: C-3

---

### A. ARCHITECTURE/BUILDING

1. Building Style

The proposed project is not a national franchise prototype. The mixed use building is proposed to look residential in nature.

2. Materials

Traditional siding materials common to northern New England will be used on the proposed building. The building will feature vinyl siding.

3. Color

The building will be painted a traditional New England color, and will not be high intensity, high reflectance, chrome, metallic, or fluorescent.

4. Roofline

The proposed buildings will feature a sloped roof with gable ends and dormers. The minimum roof pitch will be 9:12. The roofing material will be architectural asphalt shingles. No mechanical equipment will be located on the roof.

5. Façade

The building façade was designed to create the look of traditional New England residential architecture. The first floor facing Roosevelt Trail will feature covered entryways and residential scale windows trimmed to match the residential style.

6. Building Style Coordination

The project includes the construction of 60 condominium units that will be restricted to 55 and older clientele, two 3 unit mixed used buildings featuring commercial uses on the first floor with 2 bedroom apartments located above and a club house. The project will be constructed in one phase, and the architecture of the condominiums & club house will be similar to the proposed mixed use building.

7. Entrance

This standard is not applicable, since the proposed commercial buildings are less than 20,000 SF

8. Architectural Details

The building will feature traditional New England architectural details designed to be proportional to the scale and design of the building.

## **SITE/PARKING**

1. **Parking Location (OPTIONAL)**

Parking for the proposed apartment building will be located at the rear of the building.

5. **Screening – utilities & service areas / structures (OPTIONAL)**

The proposed dumpster will be entirely screened with a 7' high architectural fence enclosure. The fence gates will feature bracing to prevent sagging. A detail of the enclosure is provided on the design drawings.

6. **Parking Lot Landscaping (OPTIONAL)**

The proposed parking areas are small and include landscaping in each of the islands. The parking lot will not be visible from Route 302 since it is behind the buildings and screened with trees and other planting. . Proposed trees will provide shade without blocking visibility, and plantings around the perimeter of the parking area are tolerant of snow and salt.

8. **Low-Impact Design Stormwater (OPTIONAL)**

Low impact development strategies are proposed on the site, including limited development areas, roof drain filter strips and three gravel wetlands.

4. **Existing Trees Preserved**

Existing vegetation will be preserved to the greatest extent possible. The development has largely preserved a 75' buffer adjacent to the onsite stream.

5. **Snow storage designated**

For the mixed use areas, snow will be pushed to the perimeter of the parking area. On the proposed private roads, snow will be plowed to the side of the roads. Snow will not be stored in the gravel wetland, underdrained soil filter, or vegetated stormwater buffers.

6. **Planting variety (Optional)**

An effort was made to use plants that exhibit seasonal color and interesting texture. A variety of other plantings will be used throughout the site. The streets will be lined with no less than four different types of trees.

7. **Planting suitability (Optional)**

The proposed plantings are low maintenance and resistant to insects, drought, disease and are tolerant to salt. All proposed plant species are proven to be hardy enough to tolerate the proposed conditions in Maine.

## **B. Bike/Ped**

1. Internal walkways **(OPTIONAL)**

Sidewalks and walking trails have been included that provide access to the entire site.

4. Sidewalks **(OPTIONAL)**

There is a sidewalk network that extends around the park roads.

5. Bicycle Parking/Racks

A bike rack is located at the club house for the residents of the retirement community.