



July 23, 2018

Amanda Lessard, Town Planner
Town of Windham
8 School Road
Windham, Maine 04062

Re: Final Plan Application – Ruby Meadows Subdivision

Dear Amanda:

On behalf of Ruby Meadows, LLC we have prepared the enclosed plans and supporting materials for final approval of the Ruby Meadows Subdivision. At the time of this application, our NRPA Tier-1 Permit Application has been accepted for processing by the Maine DEP and we are hopeful that approval will be granted prior to the next available Planning Board meeting of August 13th.

Please find attached our approved Ability-To-Serve letter from the Portland Water District and draft Homeowners Association Documents for review. We have also included a contract addendum that transfers the purchase and sale agreement to Ruby Meadows, LLC. We have also incorporated the changes to our plans discussed at the last Planning Board meeting, including the clearing of a 30-foot wide area along Albion Road to improve the sight distance around the sharp corner.

Please let me know if you have any additional questions or require additional information.

Sincerely,

DM ROMA CONSULTING ENGINEERS

Dustin M. Roma, P.E.
President

Cc: Paul Hollis, Ruby Meadows LLC

Project Name: RUBY MEADOWS SUBDIVISION

Tax Map: 10 **Lot:** 78

Number of lots/dwelling units: 15 LOTS **Estimated road length:** 950 FEET OF NEW ROAD

Is the total disturbance proposed > 1 acre? Yes No

Contact Information

1. Applicant

Name: RUBY MEADOWS, LLC

Mailing Address: 28 WEARE ROAD, SEABROOK, NH 03874

Telephone: (207) 216 - 0333 Fax: _____ E-mail: PHOLLISLAND@GMAIL.COM

2. Record owner of property

_____ (Check here if same as applicant)

Name: SHIRLEY LITTLEFIELD & SHERRY LITTLEFIELD

Mailing Address: 65 POPE RD, WINDHAM, ME 04062

Telephone: (207) 329 - 3148 Fax: _____ E-mail: _____

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

Name: DUSTIN ROMA

Company Name: DM ROMA CONSULTING ENGINEERS

Mailing Address: PO BOX 1116, WINDHAM, ME 04062

Telephone: 310 - 0506 Fax: _____ E-mail: DUSTIN@DMROMA.COM

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

Signature

7-23-18

Date

Applicant
Staff

Final Plan - Major Subdivision: Submission Requirements

A. Mandatory Written Information

1	A fully executed application form	X	
2	Evidence that the escrow account balance is greater than 25% of the initial Preliminary Plan deposit	X	
3	If public open space is to be provided, written offers of cession to the Town of Windham shall be provided	N/A	
4	If the subdivider reserves title to spaces within the subdivision, provide copies of agreements or other documents.	N/A	
5	Copies of any outside agency approvals	PENDING	
6	Statement from the Maine Inland Fisheries & Wildlife that no significant wildlife habitat exists on the site	N/A	
7	Digital transfer of subdivision plan data (GIS format)	X	

B. Mandatory Plan Information

1	All information presented on the Preliminary Plan, and any amendments suggested or required by the Board.	X	
2	Map and lot numbers for all lots as assigned by the Town of Windham Assessing Department	TBD	
3	Seal of the Maine Licensed Professional who prepared the plan	X	
4	All public open space for which offers of cession are made by the subdivider and those spaces to which title is reserved by the subdivider	N/A	
5	Location of all permanent monuments	X	

Electronic Submission

X

ADDENDUM TO PURCHASE AND SALE AGREEMENT

Contract dated and Executed on March 27th, 2018, between Great Lots Of Maine, LLC (BUYER) and Shirley A. Littlefield and Sherry H. Littlefield (Seller). Whereas buyer and its sole member Paul C. Hollis of 28 Weare Road , Seabrook, N.H. assigns all rights under Purchase and Sale contract to Ruby Meadows LLC, a limited liability company established in Maine, whose sole member is also Paul C. Hollis, of 28 Weare Road Seabrook, N.H. All terms of contract remain in full force.

Sherry H. Littlefield Seller

Shirley Littlefield Seller

Paul C. Hollis Buyer



July 6, 2018

Jayson R. Haskell, P.E.
DM Roma
Southern Maine Regional Manager
2 Main Street, Suite 18-128
Biddeford, ME 04005

Re: 65 Pope Road, WI
Ability to Serve with PWD Water

Dear Mr. Haskell:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on June 15, 2018. Based on the information provided per plans dated July 6, 2018, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water system as currently designed. Any changes affecting the approved water system will require further review and approval by PWD.**

Conditions of Service

The following conditions of service apply:

- The District can confirm that the existing water system has the capacity to serve the additional ten single family house lots within the Ruby Meadows Subdivision in Windham, including three single family house lots with frontage on Albion Road. An 8-inch diameter ductile iron water main extension is required within the private way, from the intersection of Albion Road to the end of the proposed subdivision.
- New 1-inch services may be installed to each single family house lot from the water main extension in the private way. The services should enter through the lot's frontage at least 10-feet from any side property lines.
- New 1-inch services may be installed from the existing water main for the single family house lots on Albion Road. The services should enter through the lot's frontage on Albion Road at least 10-feet from any side property lines.
- Any service line exceeding 300-feet from the property line to the point of service will require a meter pit. The meter pit should be located on private property within 10-20 feet of the property line. It is recommended that any service line on private after the meter pit be increased to 2-inches in order to avoid significant pressure loss due to pipe friction.

Prior to construction, the owner or contractor will need to complete the main extension initiation form and pay all necessary fees. PWD will guide the applicant through the new development process.



Existing Site Service

According to District records, the project site does not currently have existing water service.

Water System Characteristics

According to District records, there is an 12-inch diameter ductile iron water main in Albion Road and a public fire hydrant located adjacent to the site. Recent flow data is not available in this area. The most recent static pressure reading was 80 psi.

Public Fire Protection

The installation of new public hydrants to be accepted into the District water system will most likely be required. It is your responsibility to contact the Town of Windham Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

You have indicated that this project will not require water service to provide private fire protection to the site.

Should you disagree with this determination, you may request a review by the District's Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland Maine, 04104 c/o MEANS. The Internal Review Team will undertake review as requested within 2 weeks of receipt of a request for review.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District



Robert A. Bartels, P.E.
Senior Project Engineer

DECLARATION
OF RIGHTS, RESTRICTIONS, COVENANTS & EASEMENTS
FOR
Ruby Meadows
A NEW RESIDENTIAL COMMUNITY LOCATED ON
POPE AND ALBION ROAD
TOWN OF WINDHAM, MAINE 04062

This Declaration of Rights, Restrictions Covenants & Easements is made this _____ day of August 2018 by RUBY MEADOWS LLC, a Maine Limited Liability Company, formed on March 26, 2018, DCN # 20185155DC with a principal office and mailing address of 28 Weare Road, Seabrook, N.H. 03874, (hereinafter the Declarant).

WHEREAS, Declarant is owner and developer of 29.58 acres of real estate along Albion and Pope Road shown as part of Assessors Tax Map 10 lot 78 of a larger 116.1 acre parcel (the total parcel being originally surveyed by SURVEY INC. of Windham, Maine, dated 5/20/11.

Whereas, on February 12, 2007 previously the owner at the time Shirley A. Littlefield of Windham, Maine received approval from the Windham Planning Board on February 12, 2007 for a cluster subdivision drawn by Sebago Technics of Westbrook, Maine (project#04290), that plan was recorded at the Cumberland County Registry of Deeds in plan Book 207 page 97. That plan, as requested by the owner was subsequently revoked by the Town of Windham Planning Board on April, 12th 2010, and a copy of that Vacancy and Termination Order is attached to these covenants.

A new plan of **15 residential lots** on 29.58 acres drawn by WAYNE T. WOOD AND COMPANY of Gray, Maine dated 1/24/18 and revised thru 7/23/2018, and Approved and signed by the Windham Planning Board on August _____ 2018 and recorded at the Cumberland County Registry of Deeds in Plan Book _____ Page _____, (is hereinafter referred to as the NEW PLAN). These Covenants only apply to Lots 1 thru 15 and all designated, Stormwater Easements, and to the New Road (Viola Lane) as shown on the RUBY MEADOWS NEW PLAN, (hereinafter also known as the Subdivision Plan), as described herein or as shown on the plan entitled Final Subdivision Plan of Ruby Meadows prepared by Wayne T. Wood and Company, Gray Maine and D.M. Roma Consulting Engineers of Windham, Maine.

WHEREAS, the Declarant desires to assure purchasers of the Lots and their heirs, successors, and assigns owning such Lots (hereinafter Lot Owners), that the development, use, benefit and enjoyment of the Lots, road, easements and open space shall be in accordance with a harmonious

plan, and to this end desires that the Subdivision be subjected to certain rights, restrictions, covenants, and easements as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises set forth in this Declaration, the Declarant hereby covenants and agrees with the owners and/or purchasers of **Lots 1 and 2 on Pope Road and Lots 13, 14, and 15 on Albion Road, as shown on the NEW PLAN that they will adhere to these covenants as they apply to their lots, but will not be required to pay into the Ruby Meadows Home Owners Association (hereinafter referred to as RMHA) for the costs of maintenance and repair of the new road Viola Lane to be built by Declarant.** The Lots as shown as Lots 3,4,5,6,7,8,9,10,11, and 12 will be required to contribute Quarterly an amount to be established by Declarant for the maintenance and future repair of Viola Lane . The Subdivision shall be held and conveyed subject to the rights, restrictions, covenants, and easements set forth in this Declaration, which Declaration shall run with the Subdivision and each of the Lots and inure to the benefit of and be binding upon the Declarant, its successors and assigns, and the owners and/or purchasers of said Lots, their heirs, successors and assigns.

ARTICLE 1. EASEMENTS

1.1 Each Lot Owner in the Subdivision thru deed to their lot at time of recording becomes an automatic member of the Ruby Meadows Homeowners Association (defined below) and only LOTS 3 THRU 12 is hereby granted a perpetual easement for ingress and Egress and use of all underground utilities , in common with each other and the Declarant (limited to the Declarant Control Period defined in Article 4. below) subject to the terms of this Declaration, within Viola Lane and 50' Right Away, as shown on the NEW PLAN and the areas identified as Stormwater Easements , all of the foregoing herein collectively and all of these easement areas being shown on the Plan.

1.2 Lot Owners 3 thru 12 that are entitled under this Declaration to use Viola Lane , and the defined stormwater areas, shall be hereby required to repair any damage caused to these areas by them, their agents, contractors, invitees, or guests, other than normal wear and tear on New Fairway Drive.

1.4 The RMHA may adopt reasonable rules and regulations for the use and enjoyment of the Common Property, including without limit standards for utility installation and repair and restoration of the designated Storm water buffers after installation of utilities by any Lot Owner. Such rules and regulations shall not be binding on the Declarant during the Declarant Control Period (defined in Article 4 below). Declarant and each Lot Owner covenant and agree that within Viola Lane permitted pets shall be leashed and no litter or personal property shall be left un attended on the new or abutting roadways .

ARTICLE 2. GENERAL RESTRICTIONS

2.1 Terms and Conditions of Plan Approval. The Subdivision is subject to all of the elements, features and notes set forth on the Plan and other sheets of the plan set, and the terms and conditions of the Town of Windham Planning Board findings of fact dated _____ Plan signed _____ and recorded at the Cumberland County Registry of Deeds in Plan Book _____ Pages_____ .

2.2 Division of Lots Prohibited. The Lots shown on the Plan shall not be subdivided further. Lot line adjustments between Lot Owners are permitted, but shall be subject to Town of Windham Planning Board approval at the expense of the applicants. The applicants shall notify RMHA of the intention to file such application with the Town of Windham Planning Board.

2.3 Residential Use. The Lots shall be used for single-family residential purposes only. Commercial, industrial, business, professional use or enterprise of any nature or description is prohibited on the Lots, except that home offices are allowed so long as the activities conducted within the home offices:

(a) occur wholly within the dwelling located on the Lot; (b) involve not more than one employee who does not reside on the Lot; (c) are not advertised on the Lot or on roads leading to the Lot; and (d) do not require regular client/customer/patient contact and/or parking at the dwelling on the Lot. Leasing is permitted, subject to the limitations of local and law.

2.4 Pets. No livestock, animals or poultry, other than household pets shall be kept, maintained or allowed within the Subdivision. No boarding or breeding kennels may be kept or maintained anywhere within the Subdivision. The following breeds of dogs are not allowed anywhere within the Subdivision: Rottweiler, Pit Bull, Doberman Pinscher or any dogs generally regarded as aggressive in nature unless approved by the developer. No Lot Owner shall maintain more than three dogs on any Lot and must immediately remove and dispose of any feces excreted by their own dog on any of the common land. Beyond the boundaries of any Lot Owner's Lot, dogs shall be leashed. It is acknowledged by each Lot Owner that repeated, prolonged, barking by a dog within the Subdivision shall constitute a nuisance for which the responsible Lot Owner shall be held liable for the complaining parties' damages and reasonable attorney's fees expended to enforce this restrictive covenant.

2.5 Parking. Motor vehicle parking within Viola Lane is prohibited. Declarant and RMHA may cause the removal of any vehicle that is in violation of this provision at the expense of the vehicle owner or the responsible Lot Owner. Parking shall be regulated and enforced by RMHA, which regulations shall at minimum provide as follows: (1) Parking is prohibited within Viola Lane including the 50 foot turn around on Lot 7 ; (2) in no event shall vehicles be parked in such a manner as to inhibit or block access to Lots; (3) no part of Viola Lane shall be used for repair, construction or reconstruction of any vehicle, boat or any other item or thing except in an emergency. The Board of Directors of RMHA (herein the Board) may cause the removal of any vehicle or property that is in violation of this provision at the expense of the vehicle or property owner or the responsible Lot Owner.

2.6 Utilities. All utility service lines within the Common Property shall be underground. Satellite dishes, similar communications equipment and propane tanks are prohibited unless view screened, preferably with vegetation, from Viola Lane and the Lots. During the Declarant Control Period, Declarant shall, at Declarant's expense, construct, electricity, and telecommunication connection points at least five feet into each Lot, in a location selected by the Lot Owner. The location selected by the Lot Owner is subject to utility regulations that may require a different location on the Lot. Once the utility connections are installed on a Lot in a location selected by the Lot Owner, Declarant shall have no obligation to relocate the utility connection points.

2.7. Nuisance. No Lot Owner shall do or permit to be done any act upon the Lots that is or may constitute a nuisance, the breach of which shall entitle the enforcing party to all available remedies at law and in equity, including specific enforcement, plus recovery of reasonable attorneys fees and costs incurred in enforcing this Declaration and/or related to the elimination of the nuisance.

2.8. Boats, Recreational Vehicles, and Commercial Vehicles. Boats, camper-trailers, recreational vehicles, and commercial vehicles (not including automobiles with commercial license plates) and similar vehicles or accessories, shall be (a) stored in the Lot Owner's garage or (b) view screened from Viola Lane and other Lots with trees, shrubs, or, if approved by Declarant (during the Declarant Control Period and subject to the provisions of Section 4 hereof), other material. No Lot Owner shall store personal property of any kind, including without limit, vehicles and equipment, anywhere within the Subdivision other than on the Lot Owner's Lot.

2.9. Signs. No sign of any nature shall be visible from Viola Lane and the Lots except one customary name and address sign of not more than 1 square foot in size or such larger size or different configuration as may be required by local governmental authorities. Temporary and customary real estate agency signs indicating that a Lot or dwelling is for sale are allowed. This restriction shall not apply to any sign of reasonable size erected by Declarant (during the Declarant Control Period) for purposes of Lot sales.

2.10. Sanitation. Open burning of refuse, leaves and brush within the Subdivision is prohibited. Trash shall be kept in sanitary containers view screened from the Lots and Viola Lane, except temporarily on the day of collection for purposes of neighborhood collection and removal from the Subdivision.

2.11. Recreation Amenities Equipment Swing sets, jungle gyms, basketball hoops, wading pools, and similar recreational equipment shall be prohibited from front yards and shall be confined to driveways on the side of the house and side or rear yard areas. Basketball Hoops are allowed in Driveways. The area between Viola Lane and the dwellings is deemed for the purposes of this provision as front yard.

2.12. Clotheslines. Clotheslines shall be confined to rear yards and view screened from the Lots and Viola Lane.

2.13 Plant Diseases and Noxious Insects. No plants or seed or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

2.14 Temporary Structures. No trailer, tent, shack, storage container or other similar structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

ARTICLE 3. BUILDING RESTRICTIONS

Each house or ancillary structure, and additions or modifications thereto, constructed on a Lot shall be constructed in accordance with the following:

3.1 Each house shall be constructed on a solid concrete foundation with a full or daylight basement or on a solid concrete slab with no basement; exterior porch areas shall be on frost walls and footings and not on monolithic concrete slab; each house shall be served by underground private (well) water, private (septic) sewer, electricity and communications lines; all structures shall be located within the lot building envelopes shown on the Plan and its placement approved by the Declarant.

3.2 The total livable area above the foundation of each house shall be not less than fourteen hundred (1400) square feet, nor exceed six thousand (6,000) square feet. The term livable area as used here excludes garages, breezeways, exterior porches and decks without roofs.

3.3 The exterior of each house, including the garage and breezeway shall be finished with clapboard, cedar shingles, natural stone, cedar siding, or vinyl siding with metal rap.

3.4 The portions of chimneys visible from the exterior shall be constructed of brick or natural stone or siding only and shall be proportionate in scale to that of the house.

3.5 Exterior lights and lampposts are to be constructed in accordance with lighting specifications to be developed or approved by Declarant subject to the provisions of Section 4 hereof which will require that such lighting does not shine into the dwellings of other Lot Owners.

3.6 No construction shall occur on any Lot until the Declarant subject to the provisions of Section 4 hereof has reviewed and approved in writing the Lot Owner's architectural plans depicting all of the proposed principal and accessory structures and improvements (including fences, in-ground pools and hot tubs) to be located on the Lot, which structures shall conform with the criteria set forth in this Article. Declarant's review and decision with respect to such plans shall be completed within thirty days of submission of a complete set of plans and specifications. Approval of such plans shall not be unreasonably denied. The plans shall illustrate the physical dimensions of all structures, improvements and landscaping, including yard setbacks and elevations. The plans shall also include exterior building material specifications such as color of paint or stain, windows, doors, trim, siding, and roofing materials.

3.7 All driveways and turnaround areas located on Lots must be finished with asphalt, concrete, or pavers. All driveways must have culverts to allow stormwater drainage. Culvert ends must be constructed and/or covered such that the culvert end is flush with the driveway improvements and no portion of the exterior of the culvert is readily visible.

3.8 No more than one mailbox shall be installed on a Lot and its design and location on the Lot shall be subject to the Declarant review and approval provisions of 3.6, above subject to the provisions of Section 4 hereof.

3.9 Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof, and all improvements on the Lot, including but not limited to the dwelling, grading, landscaping and stormwater drainage improvements, shall be completed within twelve (12) months of commencement of the construction, except that such period may be extended by reason of act of God, labor disputes or other matters beyond the Lot Owner's control.

3.10 To provide harmonious and consistent landscaping throughout the Subdivision, Lot Owners shall submit to Declarant (subject to the provisions of section 4 hereof) improvements, a

landscaping plan depicting placement of lawns, trees, bushes, walls, fences, recreational amenities (e.g. in-ground pool) and any large yard ornaments. Declarant shall have 30 days from receipt of said submission to review and approve or make revisions to said plan.

3.11 Any additions or exterior modification of structures or improvements on the Lots must be approved in advance in writing by the Declarant (subject to the provisions of Section 4 hereof) who shall review the application for compliance with the provisions of this Article and this Declaration.

3.12 All home builders, subcontractors and architects chosen by Lot Owners must be licensed (to the extent required by Maine law), experienced, insured and must submit to the Declarant, evidence of appropriate insurance and a construction time-table schedule for the home and improvements they seek to build. Before commencement of any work on a Lot, the Declarant reserves the right to approve in writing, the general contractor, the construction schedule and the insurance certificates submitted by the Lot Owner.

3.13 Within sixty days following the estimated date of completion of any work performed on a Lot for which Declarant approval was required, the Declarant, upon reasonable notice may proceed to inspect the work without being liable for trespass. Declarant shall inspect the work and determine whether it was performed in substantial compliance with the approval granted. If the Declarant finds that the work was not performed in substantial compliance with the approval granted or that the approval required was not obtained, the Declarant shall notify the Lot Owner in writing of the non-compliance and shall require the Lot Owner to remedy the noncompliance within a reasonable time not to exceed 90 days. If the Lot Owner does not comply with the Declarant's notice to remedy, the Declarant may either remove the non complying improvement or remedy the noncompliance through legal action. The costs of remediation shall be assessed against the non-compliant Lot Owner and enforced in accordance with the provisions of Article 6.4 (b),(c),(d) and (e), below.

3.14 Within thirty days after written demand is delivered to Declarant by any Lot Owner, and upon payment to the Declarant of a reasonable fee (during Declarant Control Period \$50.00, thereafter as determined by RMHA in accordance with its Bylaws), Declarant shall record an estoppel certificate, executed by any two directors of RMHA and, until termination of the Declarant Control Period, Declarant, certifying that as of the date of the certificate, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non compliance. The certificate may also address the following matters upon request of the Lot Owner: (1) a statement setting forth the amount of the monthly, quarterly or annual assessment imposed against the Lot and Lot Owner by the Association, and any unpaid fees or assessments currently due and payable; (2) a statement of any other fees or assessments payable by Lot Owner to the Association; (3) a statement of any capital expenditures anticipated by the Association; (4) a statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified projects; (5) the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association; (6) the current operating budget of the Association; (7) a statement of any unsatisfied judgments against the Association and the status of any pending suits in which the Association is a defendant; (8) a statement describing Association insurance coverage; (9) a statement as to whether the Board has knowledge of any violations of this Declaration by the Lot Owner or any other Lot Owner; (10) a statement as to whether the Board has received notice of zoning, land use or building code

violations with respect to any portion of the Subdivision. Any interest of the lot owner shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as between the Association, Declarant, and the Lot Owners, and such persons deriving any interest through any of them.

3.15 Once construction is completed on any Lot, the owner is responsible for maintaining the property so that, when viewed from Viola Lane and adjacent Lots or Common Property, it appears neat and well kept. Lawns shall be mowed regularly, debris removed and shrubs appropriately maintained. Lot Owners shall be responsible for the lawn and shrubbery maintenance of the strips of land located between their boundary lines and the edge of road pavement.

3.16 Nothing in this Article 3 shall be deemed to relieve any Lot Owner from obtaining all necessary government permits and otherwise complying with all applicable laws, regulations and ordinances.

ARTICLE 4. RIGHTS RESERVED BY DECLARANT

In addition to rights expressly reserved by Declarant in other Articles of this Declaration, Declarant reserves the following real estate development rights for a period five years from the date of this Declaration or, if earlier, the date upon which Declarant has duly assigned such rights and duties to the Association in accordance with this Declaration (herein referred to as Declarant Control Period):

4.1 Declarant reserves the exclusive right to review and approve construction plans for dwellings and other improvements on the Lots as set forth in Article 3. Notwithstanding any provision herein to the contrary, upon expiration of the Declarant Control Period, the Board, pursuant to RMHA Bylaws, shall assume the administrative duties and responsibilities of Declarant set forth in this Declaration, but shall not assume any of the responsibilities of the Declarant for construction as specifically set forth in this Declaration.

4.2 The Declarant, its successors and assigns, reserves title to Viola Lane in fee simple absolute, subject to all the rights and privileges of Lot Owners set out herein and in deeds of conveyance. However, not later than expiration of the Declarant Control Period, Declarant shall convey its rights in Viola Lane to the Town of Windham or to RMHA.

4.3 All of the rights reserved by Declarant in this Article 4 and in other Articles of this Declaration may not be amended or modified without written consent of the Declarant during the Declarant Control Period.

4.4 During the Declarant Control Period, any rules and regulations adopted by the RMHA pertaining to the use and maintenance of the Common Property must be approved in writing by Declarant.

ARTICLE 5. MAINTENANCE OF Designated Stormwater Buffers and Rain Gardens

5.1 Storm water Management Easement Areas and Facilities. Portions of Lots _____ are subject to swale and stormwater detention pond easement restrictions as shown on the Plan. The Drainage Easement Areas are reserved for engineered

storm water management improvements that must be accessed and maintained regularly by RMHA. During the Declarant Control Period, Declarant shall have exclusive responsibility, including the expense, of promptly (but no later than one year from the date hereof) constructing all storm water management improvements required by the Town of Windham as a condition of the Plan approval. Thereafter, the responsibility and expense of such maintenance shall be borne by RMHA . Declarant shall promptly (but no later than one year from the date hereof) adopt and implement a storm water management maintenance plan based on a generally accepted model of best practice, and the Operation and Maintenance Program by D.M. Roma Engineering stated in attachment A. All storm water improvements to subdivision will be inspected bi-annually and after each significant rainfall event.

5.2. Infrastructure, Declarant shall promptly (but not later than three months from the date hereof) construct Viola Lane at its own expense in accordance with the Plan and at least to the minimum standards required by the Town of Windham , such work shall include installation of all underground utilities, stubbed to agreed-upon locations at the boundary of each Lot.

However, to prevent damage to the top coat of asphalt during construction of dwellings within the Subdivision, Declarant will install the top coat not sooner than two years, or later than 5 years, from the date of this Declaration. During the Declarant Control Period, Declarant shall be responsible for the maintenance, repair, and condition of Viola Lane, excluding snow plowing and street sweeping. After the Declarant Control Period, RMHA shall be responsible for maintenance of Viola Lane. **During and after the Declarant Control Period, snow plowing and street sweeping of Viola Lane shall be the responsibility of RMHA. . Pursuant to Plan Note** Viola Lane will remain a private way owned and maintained by first the Declarant and then when transferred to the RMHA but may be accepted as a public way by the Town of Windham whereas all responsibility of maintenance and repair of Viola Lane will be borne by the Town of Windham and The RMHA will only be responsible for the monitoring, repair, and maintenance of the designated stormwater buffers and rain gardens as shown on the plan.

5.3. Miscellaneous. All of Declarant's work described in this Declaration shall be performed timely, in a good and workmanlike manner and in compliance with all laws, ordinances and regulations applicable thereto, using quality and grade of materials and installations consistent with a first-class residential development in southern Maine. Declarant hereby warrants and guarantees that all of such work shall be free from defects, latent or patent, free-from defective materials and constructed in accordance with this Declaration and applicable law, according to sound engineering and construction standards. Declarant's obligations under this warranty and guaranty shall terminate five years from the date of this Declaration. In the event of a breach of this guaranty, Declarant shall promptly at its sole expense undertake all work necessary to repair any defects or failures of said work to comply with this Declaration. During the Declarant Control Period, no provision of this Declaration concerning Declarant's work or the foregoing guaranty may be amended or modified without the unanimous vote. of RMHA members.

ARTICLE 6. HOMEOWNER'S ASSOCIATION

6.1 Creation and Purpose: A Maine not-for-profit corporation has been formed by Declarant, to be known as the Ruby Meadows Homeowners Association, to facilitate the maintenance Of Viola Lane and the assessment and collection of revenue to fund the-maintenance of the designated stormwater areas from Lot Owners. In addition to the provisions set forth herein, RMHA shall be governed by its Articles of Incorporation, Bylaws, and any amendments thereto or any rules and regulations subsequently adopted by the RMHA. In the event of a conflict between the provisions of this Declaration and the Bylaws or rules and regulations, the provisions of this Declaration shall govern. Unless otherwise expressly provided in this Declaration, all the rights and obligations of the Declarant with respect to the review and approval of construction plans (including dwellings, structures and landscaping) on the Lots and the enforcement of the provisions of this Declaration, shall be administered by the RMHA Board of Directors (the Board) or its officers, agents and employees following the termination of the Declarant Control Period.

6.2 Membership and Voting. Declarant, its successors and assigns, and every record Owner of Lots 1 thru 15 of the Subdivision shall be members of RMHA and each Lot shall be entitled to one vote, except as provided herein. If only one of the multiple Owners of a Lot is present at a meeting of RMHA (either in person or electronically by telephone or video conference, which in all cases shall qualify for being present), he or she shall be presumed to be entitled to cast all the votes allocated to that Lot. If more than one of the multiple Owners is present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. A majority in interest consists of Owners of the Lot who collectively own more than fifty percent of the Lot. There is deemed to be a majority agreement when anyone of the multiple Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any other Owners of that Lot. If a majority agreement is not reached, the votes allocated to that Lot shall not be cast.

6.3 Powers and Duties of the Association. RMHA shall have all the powers that may be exercised in this State by a nonprofit mutual benefit corporation, including but not limited to the following specific powers and duties:

- (a) To maintain VIOLA LANE AND THE DESIGNATED STORMWATER BUFFERS in accordance with Article 5;
- (b) To improve, maintain, and repair Viola Lane including re-surfacing when necessary, snow plowing, snow removal, and sanding;

- (c) To accept an assignment of Declarant's rights and obligations pertaining to the designated stormwater area's or as otherwise provided herein or as otherwise agreed to by Declarant and RMHA;
- (d) To adopt and amend budgets for revenues, expenditures and reserves; to assess and collect association fees and assessments from Lot Owners; to impose charges for late payment of association fees and assessments;
- (e) To establish reasonable rules and regulations for the use and maintenance of the Common property;
- (f) To terminate employees, agents and independent contractors; to make contracts and incur liabilities; to enter into a contract with a trash removal company for servicing the Lots if public trash removal is unavailable, a snow plowing contract, or any other service contracts as are reasonably necessary for the Association to uphold its Subdivision maintenance obligations;
- (g) To obtain insurance including but not limited to liability of directors and officers, casualty, premises liability, motor vehicle and worker's compensation;
- (h) To acquire, own and maintain equipment (including vehicles), tools and materials necessary to carry out the duties set forth above;
- (i) To institute, defend or intervene in litigation or administrative proceeding;
- (j) To impose reasonable charges for the preparation of and recording of amendments to this Declaration, estoppel certificates required by section 3.14, or statements of unpaid Lot Owner assessments;
- (k) To provide for the indemnification of its directors and officers and maintain directors' and officers' liability insurance;
- (l) To exercise any powers conferred by this Declaration or the Bylaws.

6.4. Method of Assessing and Collecting Association Revenue:

- (a) For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board shall determine for each year the total amount required for such fund for such year and shall levy an annual assessment uniformly against each of the Lots in the Subdivision.
- (b) If a Lot Owner fails to pay any assessment on or before thirty (30) days following notice to such Owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of eighteen percent (18) per annum from the due date thereof, plus costs of collection, including without limitation attorney's fees. When delinquent, payment of principal, interest and costs may thereafter be enforced against the Owner personally, and as a lien on said real estate.

6.5 Each Lot Owner shall file the correct mailing address of such Owner with the Association and Declarant, and shall notify the Association and Declarant promptly in writing of any subsequent change of address. A written or printed notice, deposited in the United States Post

Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Association or Declarant shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration. Each Lot shall be entitled to one mailing address for the purpose of notification from the Association.

6.6 Each Lot Owner is entitled to the rights and privileges of membership in the Association, as provided in this Declaration and the Bylaws, and shall be responsible for the duties of membership, including the duty to pay Association assessments and the duty to remain membership thereof in good standing.

ARTICLE 7, Ruby Meadows LLC, Development Rights of Declarant.

IT IS THE INTENT OF DEVELOPER ,RUBY MEADOWS, LLC TO GIVE AN EASEMENT TO SHIRLEY AND SHERRY LITTLEFIELD, OF 63 POPE ROAD, WINDHAM, MAINE, THE REAR LAND OWNERS, FULL RIGHTS OF INGRESS AND EGRESS AND TO CONNECT TO THE PUBLIC WATER LINE ON THE NEWLY CONSTRUCTED VIOLA LANE TO SERVICE THE POSSIBLE DEVELOPMENT OF THE REMAINING 86.52 ACRES OF ABUTTING LAND . IT IS ALSO THE INTENT OF DEVELOPER ,RUBY MEADOWS LLC, TO PURCHASE THE REMAINING ACREAGE FROM THE LITTLEFIELDS FOR THE DEVELOPMENT OF PHASE 2 OF THE RUBY MEADOWS SUBDIVISION.

7.1 This Declaration shall be governed by, construed and enforced in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF RUBY MEADOWS LLC.. has caused its Manager, Paul C. Hollis, duly authorized, to execute this instrument by:

RUBY MEADOWS L.L.C.

Paul C. Hollis (Manager) (Sole Member)

Date:_____

Date