



February 28, 2018

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

**Re: Supplemental Information  
Sabatus Lane Subdivision  
Grondin Corporation - Applicant**

Dear Amanda:

Attached is supplemental information related to the above referenced project for your review and consideration, as follows:

- Activity authorization letter from Maine Department of Inland Fisheries and Wildlife regarding proposed impacts to a mapped Deer Wintering Area.
- Ability-To-Serve Letter from the Portland Water District, indicating approval of project design.
- Draft homeowners documents including Declaration of Covenants and By-Laws

Upon your review of this information, please let us know if you have any questions or require any additional information.

Sincerely,

DM ROMA CONSULTING ENGINEERS

*Dustin M Roma*

Dustin Roma, P.E.  
President

Enc.

**From:** Lindsay, Scott  
**To:** [Dustin Roma](#)  
**Subject:** RE: Windham - Deer Wintering Area  
**Date:** Tuesday, February 27, 2018 2:47:29 PM

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Dustin,

I received your project plan for Sabatus Lane Subdivision in Windham. I am reviewing this since part of this proposed residential development is within a mapped deer wintering area on the east side of Dundee Pond and the Presumpscot River. Deer Wintering Areas (DWA's) in organized towns and thus not under the jurisdiction of LUPC, do not qualify as Significant Wildlife Habitat. Though these habitats were confirmed to provide cover for deer and at the time of designation had confirming winter cover, these habitats in organized towns are not monitored and field checked with the regularity of DWA's in unorganized towns. Deer may still occupy this habitat during a period in the winter when temperature and snowdepth cause deer to "yard up" to conserve energy, but given the southern Maine location, these periods, if any, are likely short in duration. Though I have not field checked this DWA, recent aerial imagery indicates current landcover is not the softwood dominant stand typical of functional DWA's. Even if DWA's in southern Maine are not utilized by deer to the extent they are in more northern locations, softwood cover provides important shelter and escape cover for a variety of wildlife, including deer. This type of cover has been progressively removed in southern Maine over the last half century as development pressure has increased. Effort should be made to minimize permanent conversion of softwood stands, particularly those comprised of hemlock, balsam fir and cedar. Though the adjacent woodland has been harvested and this can be a benefit for wildlife in that hardwood browse is a valuable food source, undeveloped parts of the property will likely return to softwood dominant stand type in the future, if management allows.

It appears as though this development is limited to the northernmost part of the mapped DWA and the acreage affected is small. Thus, I expect negative impact on deer would be negligible.

[Scott Lindsay](#)  
[Regional Wildlife Biologist](#)  
[Sebago Lake Region](#)  
[Maine Dept. of Inland Fisheries & Wildlife](#)  
15 Game Farm Rd.  
Gray, ME 04938  
office: 207-657-5745  
cell: 207-592-2941  
fax: 207-657-2980  
email: [scott.lindsay@maine.gov](mailto:scott.lindsay@maine.gov)  
website: [www.maine.gov/ifw](http://www.maine.gov/ifw)





February 22, 2018

Jayson R. Haskell, P.E.  
DM Roma, Consulting Engineers  
2 Main Street, Suite 18-128  
Biddeford, ME 04005

Re: Sabatus Lane, Windham  
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 February 2, 2018. Based on the information provided per plans dated February 22, 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 in Sabatus Lane has the capacity to serve the additional fifteen (15) single family house lots within the proposed Sabatus Lane Subdivision. An 8-inch ductile iron main extension is required from the end of the existing ductile iron water main in Sabatus Lane to just beyond the limit of the proposed fire hydrant within the subdivision; the water main can transition to 4-inch diameter ductile iron after the fire hydrant.
- New 1-inch diameter services may be installed from the water main extension within the Sabatus Lane Subdivision. The services should enter through their respective properties frontage at least 10-feet from any side property lines.

Prior to construction, the developer will need to complete a Main Extension Initiation form and pay all necessary fees. Final plans will be required to execute the Main Extension Agreement.

#### 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 8-inch diameter ductile iron water main in Sabatus Lane and a public fire hydrant located approximately 800 feet from the site entrance. Recent flow data is not available in this area. The most recent static pressure reading was 76 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.

### 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

A handwritten signature in black ink, appearing to read 'Robert A. Bartels', written in a cursive style.

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

**DECLARATION OF EASEMENTS, COVENANTS  
AND RESTRICTIONS**

**SABATUS LANE EXTENSION SUBDIVISION**

WITNESS THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, made this \_\_\_\_ day of February, 2018 by **Grondin Corporation** of Windham, Maine (hereinafter referred to as the "Declarant").

WHEREAS, Declarant has subdivided a certain parcel of land situated off Sabatus Lane in the Town of Windham, County of Cumberland and State of Maine into a seventeen-lot residential cluster development known as Sabatus Lane Subdivision (the "Subdivision"); and

WHEREAS, the Subdivision is more particularly depicted on a Subdivision Plan prepared for Declarant by DM Roma Engineers Inc., approved by the Town of Windham Planning Board on \_\_\_\_\_, and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_ (the "Plan"); and

WHEREAS, Declarant is of the owner of the property that is the subject of the Subdivision and depicted on the Plan as Lots 1 through 17, the right-of-way of Sabatus Lane, and the Open Space (collectively, the "Property"), said Property being acquired by Declarant by virtue of a deed recorded in the Cumberland County Registry of Deeds in Book 34549, Page 91.

WHEREAS, Declarant desires to provide for the improvement of the Property in accordance with a harmonious plan for the relative location of residential structures, accessory structures, garages, rights-of-way, easements, roads, stormwater features, entrance landscaping and general land use, all to assure the owners of Lots (as hereinafter defined), their heirs and assigns, that the use, benefit and enjoyment of the individual Lots, stormwater facilities, entrance landscaping, easements and roads will not conflict with the harmonious plan; and

WHEREAS, Declarant desires to create a residential area of the Property providing for the greatest possible degree of health, safety, environmental beauty and amenity for the Lot owners and inhabitants thereof, and to effect the foregoing purposes, desires to subject the Property to protective covenants and easements and to the provisions for a homeowners association for the administration and enforcement of same, the maintenance and improvement of certain stormwater facilities, landscaping, and the establishment, collection and disbursement of assessments, all as set forth hereinafter, each and all of which are for the benefit of the Subdivision and of each Lot subject to the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way, landscaping, and other stormwater facilities, and otherwise carrying out the functions of a homeowners association and the provisions and objectives of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, occupied, improved, transferred, sold, leased and conveyed subject to the protective covenants and restrictions, the reservations and exceptions, the stormwater rights, landscaping at the entrance, and easements and the provisions of a homeowners association hereinafter set forth, all of which are declared to be in furtherance of a uniform scheme for the development of the Property and that said protective covenants, reservations, easements and provisions for a homeowners association are intended to enhance and protect the value and desirability of the Property as a whole, to mutually benefit each of the Lots located thereon, to create mutual equitable servitudes upon each of the Lots in favor for each and all other Lots therein and to create reciprocal rights and privities of contract and estate between all persons acquiring or owning any interest in any portion of the Property, including Declarant, and Declarant's grantees, successors, administrators and assigns, and shall be deemed to run with the land and be a burden and benefit to and enforceable by all such persons, including Declarant and Declarant's grantees, successors, administrators and assigns, and by the Association (as hereinafter defined).

## ARTICLE I DEFINITIONS

The following words shall, as used herein, have the following meanings, unless the context plainly requires otherwise:

1.     Association. The homeowner's association named "Sabatus Lane Extension Homeowners Association", which Declarant has organized as a nonprofit incorporated association for administering and enforcing the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way and other common facilities and otherwise carrying out the functions of a homeowner's association and the provisions and objectives of this Declaration.

2.     Declarant. Grondin Corporation, as previously mentioned, and any successor or assign to all Declarant's rights, title and interest in and to the Property.

3.     Lot(s). Lots 1 through 17, inclusive as shown on the Plan which may hereafter be conveyed by Declarant.

5.     Open Space. That portion of the Property shown on the Plan as "Open Space 623,703 SF 14.32 acres" and as 20' Access described on the attached Exhibit A.

6.     Owner(s). The record owners, whether one or more persons or entities, of the fee simple title to any Lot, but not including Declarant.

7.     Plan. Subdivision Plan prepared for Declarant by DM Roma Engineers Inc., approved by the Town of Windham Planning Board on \_\_\_\_\_ and recorded at the Cumberland County Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_.

8. Property. All land subject to the Subdivision as shown on the Plan, including Lots 1 through 17, the Road, and the Open Space Parcel.

9. Road. The generally fifty (50) foot wide unnamed corridor shown as an extension of the existing Sabatus Lane on the Plan and described on the attached Exhibit B.

10. Stormwater Facilities. Any area of the Property which includes stormwater ditches, culverts & buffers.

## ARTICLE II SUPPLEMENTAL DECLARATIONS

This Declaration may be amended from time to time by supplemental declarations duly executed by Declarant, or, after management of the Property has been transferred to the Association pursuant to Article VII, Section 8, by the Association, pursuant to a vote of the Owners in accordance with the bylaws of the Association, and recorded in the Cumberland County Registry of Deeds. No such amendment shall render invalid any use of Subdivision land within the Property existing in accordance with this Declaration at the time of recording such supplemental declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration and the Subdivision approved by the Town of Windham.

## ARTICLE III RESERVATIONS AND EASEMENTS

There is hereby excepted and reserved to Declarant for so long as Declarant owns any portion of the numbered Lots, and thereafter to the Association, the following:

1. Road. A right-of-way-for all purposes over, across and through the Road, together with the right to install, maintain all utilities and lines, water systems, storm drainage lines and ditches adjacent to, within or under the traveled portion of said Road. Declarant specifically reserves the right to convey the Road to the Town of Windham. If the Town of Windham does not accept the Road, Declarant reserves the right to convey the Road to the Association, and the Association shall accept such conveyance.

2. Underground Facilities. Declarant reserves the right to grant easements for utility and drainage purposes to enter onto any Lot within fifteen (15) feet of the Road boundary line for the purpose of constructing, reconstructing, installing, replacing and maintaining an underground or an above-ground utility and/or drainage structure therein and to extend, connect to and use in common any previously installed utility and/or drainage structure by the Owner, providing that promptly after such entry, the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.

3. Other. (a) Declarant reserves the right to maintain on any Lot owned by Declarant such advertising signs as may comply with applicable governmental regulations, which may be placed at any location on the Lot and may be relocated or removed all at the sole discretion

of Declarant. This easement shall continue until Declarant has conveyed all Lots to owners other than Declarant.

(b) The Property shall be and hereby is, made subject to easements in favor of Declarant, to grant to appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created hereunder shall include but not be limited to, the rights of Declarant to grant to the providing utility or service, governmental agency, or authority to install, lay, maintain, repair, relocate and replace power, cable, electrical wires, phone lines, pipes or conduits, drainage ditches, ducts over, under, through, along and on the Property. Notwithstanding the foregoing provisions of this Article, any such easements shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the first conveyance of a Lot by Declarant, or so as not to materially interfere with the use of the Lot by its occupants.

(c) The Lots shall be and hereby are made subject to an easement in favor of Declarant and its agents, employees, and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair, construction, or replacement if applicable of any improvements or Stormwater Facilities located thereon pursuant to its rights to enforce the provisions of this Declaration.

(d) The right to exercise throughout the Property any rights or powers hereinafter conferred upon the Association or by supplemental declarations.

#### ARTICLE IV COMMON RIGHTS

1. Common Rights of Owners to Road. Every Owner shall have a non-exclusive right to use the Road for the purposes of vehicular and pedestrian access, and the installation, use, maintenance and repair of underground wires, cables, conduits and pipes for utility services, in the location of such utility facilities originally constructed or such other area as the Association may designate from time to time, including electricity, gas, drinking water, sprinkler system water, storm water, sanitary sewer, telephone, cable television and other utilities as may from time to time be necessary or desirable. Such right shall be an easement appurtenant to and shall pass with the title to every Lot. Each Owner may use the Road in accordance with the foregoing purposes, but only without hindering or encroaching upon the lawful rights of other Owners. No Owner shall obstruct, hinder, or interfere with, or permit the obstruction, hindrance or interference with the free and uninterrupted use of the Road for access by all Owners and their families and guests. Use of the Road shall be subject to any Rules and Regulations as shall be established from time to time by the Association's Board of Directors. Owners and their family members, tenants, licensees, and invitees are prohibited from parking vehicles or storing any personal property within the Road, except as expressly permitted by such Rules and Regulations adopted by the Association's Board of Directors.



2. Common Rights of Owners to Open Space. Every Owner shall have a non-exclusive right to use during daylight hours the Open Space as shown on the Plan. Declarant specifically reserves the right to convey the Open Space to the Town of Windham. If the Town of Windham does not accept the Open Space, Declarant reserves the right to convey the Open Space to the Association, and the Association shall accept such conveyance. .

## ARTICLE V MAINTENANCE

1. Stormwater Collection. The stormwater collection facilities associated with the streets within the Subdivision (i.e., storm drains, dry swales and stormwater buffers) will be maintained by the Association, unless and until accepted by the Town of Windham. Prior to any such acceptance by the Town of Windham, the Association shall maintain the facilities in a clean operating condition by street sweeping, removing debris, flushing the storm drains as necessary to maintain flow. After acceptance, if applicable, the Town of Windham will maintain the facilities as dictated by their maintenance program.

The Association shall remain responsible for maintenance of the Stormwater Facilities and all related grading and drainage easements. Maintenance required for any such Stormwater Facilities will include, but will not be limited to:

- (a) Periodic inspection of the Stormwater Facilities for conditions that may affect its operation or structural integrity.
- (b) Periodic removal of debris, i.e., brush, leaves or trash that may become lodged in culverts or ditches.
- (c) Repair of any damaged areas, including the associated wetlands and dry swale.

If located on any easement or Lot, the Town of Windham also has the right to enter the Stormwater Facilities for emergency repairs.

2. Road. The Road shall be maintained by the Association until such time the roadways are accepted by the Town of Windham. After acceptance, if applicable, the Town of Windham will maintain the Road in accordance with the Town's policies and procedures. Maintenance required for the Association will include, but will not be limited to:

- (a) The Association shall maintain the entire roadway and infrastructure to include, but not limited to, roadway travel surface, roadside ditching, underground/aboveground utilities, stormwater and erosion control features, snow plowing, and all repairs and maintenance.
- (b) Stormwater Facilities within the easement areas shown on the Plan.

Notwithstanding the forgoing, Lots 16 and 17 shall not be responsible for any costs associated with the Road maintenance requirements set forth herein.

## ARTICLE VI PROTECTIVE COVENANTS AND RESTRICTIONS

1. Residential Use. All Lots shall be used solely for residential purposes and the usual and natural uses in connection therewith in accordance with the Town of Gorham ordinances. Lots 1 through 17 shall not be further subdivided without the written consent of Declarant.

2. Structures. No structure, building, decks, or porches shall be erected, altered, placed, or permitted to remain on any Lot until its design, siting on the Lot, utility siting, exterior siding, roofing and trim materials, all auxiliary structures, and exterior colors are approved by Declarant. Auxiliary structures, such as private garages, cabanas, pergolas, fences, or in-ground swimming pools and the like shall be permitted, provided that such auxiliary structures shall be consistent with the residential nature of the Lot and receive Declarant written approval. Each Lot shall have no less than a two-car garage that must be built at the same time as the residential structure, and shall have a separate garage door for each automobile. Declarant reserves the right to approve exterior design of the proposed structures. Each structure proposed must have a minimum living square footage of 864 square feet for a single-story residence and 1728 square feet for a two-story residence, unless otherwise approved at Declarant's sole option.

3. Chimneys and Foundations. Any fireplace or chimney located on the exterior of any structure shall be of brick, stone, or wood construction. Except for the minimal exit piece protruding from the wall or roof, as applicable, no cinder block or metal chimneys shall be allowed on the exterior of any structure. Each structure on a Lot shall be supported by a solid masonry foundation or slab.

4. Time of Construction. When the construction of the buildings on a Lot is once begun, work thereon must be prosecuted diligently and must be completed within (1) year. Lots shall be loamed and seeded at the completion of construction but, in any event, completed within (9) months of the issuance of a certificate of occupancy by the Town of Windham.

5. Septic Systems. The septic system on each Lot shall be of the size, type, layout, and location and in compliance with all applicable federal, state and local laws, rules, ordinances and regulations.

6. Compliance with Ordinances. All construction activities, including the siting of buildings, shall be in accordance with all local, state and federal laws, codes, ordinances, and regulations.

7. Driveways. All driveways shall be paved with bituminous pavement or gravel within one (1) year of the issuance by the Town of Windham of a certificate of occupancy for the residential structure on the Lot.

8. Mobile Homes or Temporary Shelters. No mobile home, shack, modular home or other structure of temporary character shall be placed or used on any of the Lots as the residence or as an accessory building, or parked on any portion of the Road.

9. No Livestock. No live poultry, hogs, cattle, horses, or other similar livestock shall be kept on any Lot. No boarding or breeding kennels may be kept on any Lot, and invisible fences for all dogs are strongly encouraged.

10. Maintenance of Lots. All Lots shall be kept free from rubbish and trash of any kind. All yards and areas between the Lot lines and buildings shall be kept neat and uncluttered. Trash, garbage, and other waste shall be kept in sanitary containers. No external antennae towers or satellite dishes of any kind shall be erected on any Lot unless screened so as not to be visible from the Road and abutting Lots.

11. Trucks / Trailers. No trucks, business, or commercial vehicle(s) or similar vehicles shall be brought upon any Lot except one business vehicle normally used by an Owner in his /her business; provided however, no trucks, tractor trailers or such similar vehicles with more than two (2) axles shall be kept on any Lot or at the Property, including the Road. The prohibitions contained herein shall not be construed to prevent the use of trailers, vehicles, or temporary structures during the period of actual construction.

12. Professional Use. In addition to residential use, any professional use in accordance with local ordinances which does not create traffic substantially greater than that of normal residential use shall be permitted on a Lot so long as the primary use of the Lot is residential.

13. Nuisances. No Owner shall do or permit to be done any act in the Subdivision or on a Lot which may be, or is, or may become a nuisance as defined by state or local ordinances or regulations.

14. Signs. No sign of any nature or description shall be displayed or placed upon any part of the Property and any Lots except for a "For Sale" sign referring to a Lot or residence thereon, or a reasonable sign identifying the family name and address of the Owner, or a sign erected by Declarant to identify the Subdivision.

15. Tree Cutting. Declarant reserves the right to approve any tree cutting activity within 15' of side and rear property lines.

16. Right to Waive Strict Compliance. Despite anything to the contrary contained in this Declaration, Declarant shall have the right in its reasonable discretion to waive strict compliance with any provision of this Declaration governing the construction of buildings on any Lots within the Subdivision. No such waiver shall be enforceable with respect to any such proposed construction, unless the waiver is duly executed and acknowledged by Declarant and recorded in the Cumberland County Registry of Deeds.

ARTICLE VII  
HOMEOWNERS ASSOCIATION

1. “Association” shall mean and refer to Sabatus Lane Extension Homeowners Association, a non-stock, non-profit corporation organized and existing under the laws of the State of Maine.

2. “Member” shall mean and refer to each owner (whether an individual person, corporation, partnership or other legal entity) of record of said Lots, but shall not mean and refer to an owner of record whose only interest in such Lot is as mortgagee under a real estate mortgage as security for the performance of an obligation, until and unless such owner shall have commenced proceedings under the laws of the State of Maine to foreclose such mortgage and shall have delivered a certificate to the office of the Secretary of the Association.

3. Each Owner of a Lot shall be a Member of the Association. However, each Lot is allocated only one (1) vote regardless of whether the Owner of the Lot is one or more individuals, a corporation, partnership, or other legal entity.

4. The purpose of the Association shall be to take title to the Road and the Open Space, and maintain, repair and replace the Road (unless and until the Town of Windham accepts it as a Town road), and associated Stormwater Facilities. For purposes of these Bylaws, maintenance of the Road shall include, but not be limited to repairs, maintenance, snow plowing and snow removal. The Association’s purpose shall also include maintenance of any entry sign/landscaping.

The Association shall further be responsible for the operation and maintenance of the Stormwater Facilities and take title to all areas and features not otherwise accepted by the Town of Windham as determined by Declarant.

5. The business affairs of the Association, including without limitation membership, election of officers and directors, voting rights, procedures and all other forms of corporate governance will be regulated and administered in accordance with the Bylaws of the Association. In the event of any inconsistency between the provisions of this Declaration and the Bylaws concerning matters of corporate governance of the Association, the terms and provisions of the Bylaws shall prevail over any inconsistent terms and provisions of this Declaration. Despite the foregoing or any provision of the Bylaws to the contrary, however, Declarant shall have the reserved management rights described Article VII, Section 8 below.

6. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and shall do all such acts and things except those which by law or by these Bylaws may not be delegates to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, but not be limited to, the following:

- (a) Maintenance, repair, and replacement of Sabatus Lane, in said Subdivision.
- (b) Maintenance of the Stormwater Facilities and easements.
- (c) The maintenance of the entrance and landscaping to the Subdivision.

- (d) Adoption and amendment of reasonable rules and regulations governing use of the Road.
- (e) Opening of bank accounts on behalf of the Association and designating the signatories required therefore.
- (f) Suspend the voting rights of any member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Default shall be defined as that period commencing thirty (30) days following the date on which the assessment is due.
- (g) To enforce covenants, conditions and restrictions stated in the Declaration of Restrictions and Covenants.
- (h) Declare the office of a Director to be vacant in the event that such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (i) Cause to be kept a complete record of all acts of the Board of Directors and to present a statement thereof to the members at the annual meeting of members.
- (j) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment and to send notice of such assessment to every Owner thirty (30) days in advance of the date by which such assessment is due and payable.
- (k) To file a lien with the Cumberland County Registry of Deeds against the land of any Member whose assessment has not been paid within forty-five days of the date such assessment is due.

7. The Association may place a lien on any Lot if the Owner of the Lot shall fail to pay dues properly assessed by the Association or for damages due to violations of the covenants and restrictions set forth in this Declaration. A lien may be placed on a Lot by recording in the Registry of Deeds a sworn statement by an Association officer stating the basis of the lien. A copy of such lien shall be mailed to the Owner at the address given to the Association by the Owner. The Association may charge interest on the amount of any unpaid assessment or lien claim at a rate to be set by the Association, but not to exceed eighteen percent (18%) per annum. Should any lien not be paid by the Owner within one (1) year of recording of the lien in the Registry of Deeds, the Association shall have the power to foreclose the lien in the same manner as a lien under the Maine Condominium Act using the Maine civil action foreclosure procedure for real estate mortgages.

8. Declarant shall have all powers of the Association until the earlier of the following two events:

- (a) When seventeen (17) of the Lots have been conveyed by Declarant or its successor to individual Owners; or
- (b) At any point when at least nine (9) of the Lots have been sold, Declarant may, at its option, turn over management of the Property to the Association.

#### ARTICLE VIII SEVERABILITY

Each provision contained herein shall be independent and separate, and in the event, that any one or more shall for any reason be held to be invalid and unenforceable, all the remainder hereof shall, nevertheless, remain in full force and effect.

#### ARTICLE IX MISCELLANEOUS

1. Nothing in this Declaration should be deemed or construed as any warranty, covenant or promise that the Town of Windham will accept the Road or the Stormwater Facilities.

2. Notice. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed via U.S.P.S. certified mail, return receipt requested, with the proper postage affixed: if to an Owner, to the address of the Owner as provided to the Association (or if none, to the address of the Owner as maintained by the Town of Windham Assessing Department); and if to the Association, to the address of the Member then currently serving as President of the Association.

3. Successors. The provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall be for the benefit of each Owner and his/her heirs, successors and assigns.

4. Occupants Bound. All provisions of the Declaration and of any use restrictions and Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot.

IN WITNESS, WHEREOF, Little River Properties, LLC has executed this Declaration as of the date first above written.

WITNESS:

Grondin Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Kenneth Grondin, its \_\_\_\_\_

STATE OF MAINE  
CUMBERLAND, ss.

February \_\_\_\_, 2018

Personally, appeared before me the above-named Kenneth J. Grondin of Grondin Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Grondin Corporation.

\_\_\_\_\_  
Notary Public/Attorney-at-Law

\_\_\_\_\_  
Print Name

My Commission Expires:\_\_\_\_\_

**EXHIBIT A**

(Open Space Legal Description- Including 14.32 Acres and 20' Access)

**EXHIBIT B**



(Legal Description for the extension of Sabatus Lane)

CORPORATE BYLAWS  
OF  
SABATUS LANE EXTENSION HOMEOWNERS ASSOCIATION

ARTICLE I  
GENERAL

Section 1.1. Name. The name of the Corporation shall be Sabatus Lane Extension Homeowners Association.

Section 1.2. Location of Corporation. The Corporation shall have its principal place of business at Windham, Maine.

Section 1.3. Seal. The Corporation may adopt a circular seal with the Corporation's name, the year of its organization and the word "Maine" inscribed on it. The seal may be used by causing it or a facsimile of it to be impressed or affixed or in any manner reproduced. A corporate seal may be adopted at any time by act of the Board of Directors in accordance with these Bylaws.

Section 1.4. Registered Office. The Registered Office of the Corporation is at 39 Belanger Avenue, Windham, Maine. The address of the Registered Office may be changed from time to time by the Board of Directors or by the Registered Agent.

Section 1.5. Registered Agent. The Registered Agent of the Corporation is the person designated in the Articles of Incorporation, as amended from time to time by the Board of Directors.

ARTICLE II  
PURPOSES

Section 2.1. General Purposes. The Corporation is organized and shall be operated on a non-profit basis to serve as the homeowners' association for owners of lots, from time to time, within the Sabatus Lane subdivision located at or near Sabatus Lane in Windham, Maine.

Section 2.2. Powers. This Corporation shall have all such powers as are authorized to non-profit corporations by the Maine Nonprofit Corporations Act.

Section 2.3. Prohibition of the Inurement of Assets and Income to Private Persons.

All the assets and income of the Corporation shall be used exclusively for its charitable, scientific and educational purposes, and no part thereof shall inure to the benefit of any private individual; provided, however, that nothing contained herein shall be construed to prevent the payment by the Corporation of salaries and expenses to officers and employees of the Corporation.

ARTICLE III  
MEMBERSHIP

Section 3.1. Classes of Members. The Corporation shall have only one class of Members, consisting of any natural person, corporation, partnership, limited liability company, or other entity owning a lot or lots from time to time within the Sabatus Lane subdivision located at or near Sabatus Lane in Windham, Maine.

Section 3.2. General. The Members of the Corporation shall form a membership body that supports the Corporation's structure as the homeowners' association for owners of lots within the Sabatus Lane subdivision located at or near Sabatus Lane in Windham, Maine.

In addition to the other powers of the Members listed in Section 3.4. hereof, the Members shall have the responsibility for the election of the Board of Directors of the Corporation, which Board has the ultimate responsibility for governing the Corporation. The criteria and qualifications for being a Member, and the rights and responsibilities of the Members, may be changed from time to time by an amendment to the Articles of Incorporation (to the extent required by law) and by these Bylaws.

Section 3.3. Qualifications. Each Member shall be at least eighteen (18) years of age, and shall be an owner of a lot or lots within the Sabatus Lane subdivision located at or near Sabatus Lane in Windham, Maine.

Section 3.4. Powers. The Members shall have only those rights set forth in the Articles of Incorporation, as restated in these Bylaws. Such rights are as follows:

A. The establishment of the size of the Board of Directors within the limits described in Section 4.2 hereof;

B. The election of Directors, with the exception of filling of a vacant Board seat as provided in Section 4.4 hereof;

- C. The removal of Directors from the Board of Directors;
- D. The amendment, restatement, or modification of the Articles of Incorporation or of the Bylaws of this Corporation;
- E. The approval of the sale, lease, or other disposition (excluding by mortgage or pledge for purposes of security) of all, or substantially all, of the assets and property of the Corporation;
- F. The dissolution of the Corporation or its merger with or consolidation with another corporation; and
- G. Any other matter which a majority of the Board of Directors voting on the matter votes to submit to the Members.

Section 3.5. The Annual Meeting of the Members shall be held on the first Saturday following Labor Day of each year at such place and time as shall be provided in the notice of the Annual Meeting. In the event of a failure for any reason to hold an Annual Meeting as aforesaid, any business which may properly be transacted at an Annual Meeting, including the election of Directors, may be transacted at a Special Meeting.

Section 3.6. Special Meetings. Special Meetings of the Members may be called at any time by the President or a majority of the Directors, and shall be called by the Secretary upon written application of at least fifty percent of the Members.

Section 3.7. Notice of Meetings. Notice of all meetings of the Members shall be given by the Secretary or in his or her absence or disability by the President, by mailing to each Member a written notice specifying the time and place of the meeting, such notice to be addressed to each Member at his or her last known address and mailed, postage prepaid at least five (5) but not more than fifty (50) days before the meeting. In the event notice has not been duly given as described in the preceding sentence, a meeting of the Members shall be a legal meeting if there is a quorum present and all Members not present at the meeting sign a waiver of notice of the meeting.

Section 3.8. Quorum. At least fifty percent (50%) of the Members present in person or by proxy shall constitute a quorum at any meeting of the Members. If a quorum is not present at any meeting, a majority of the Members present may adjourn the meeting to a later time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any

business shall be transacted which might have been transacted at the meeting as originally notified.

Section 3.9 Voting. Each lot in the Sabatus Lane subdivision shall be allocated one (1) vote on any matter properly submitted to the Members for their vote, and there shall be no cumulative voting. If a lot is owned jointly by two (2) or more Members, the right to vote the single vote allocated to the lot shall be determined by majority vote of the Members owning such lot. Voting shall be in person, except that there may be voting by proxy as follows. Any proxy must be submitted to the Secretary of the Corporation or, in the absence of the Secretary, the President or the person presiding at the meeting, prior to or at the commencement of the meeting, and must be executed and dated not more than ninety (90) days prior to the meeting date. Proxies will be voted by the person specified therein or his or her designee. Any proxy shall be effective only for the meeting specified in the proxy and any adjourned sessions thereof.

Section 3.10. Manner of Acting. The act of a majority of the Members present in person or by proxy at a meeting at which a quorum is or has been present shall be the valid act of the Members, unless a greater proportion is required by law, the Articles of Incorporation, or these Bylaws.

Section 3.11. Certificate of Membership. The Board of Directors may provide for the issuance and replacement of certificates evidencing membership in the Corporation.

## ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Management by Board. The affairs of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and do all lawful acts and things necessary or appropriate to carry out the purposes of the Corporation.

Section 4.2. Number of Directors; Eligibility. The number of Directors shall not be less than three (3) nor more than five (5) and shall be fixed within the foregoing limits by the Members at their Annual Meeting or any meeting held in lieu thereof. All Directors must be Members of the Corporation at all times, or if a Member shall be a corporation, partnership or trust, then an officer, partner, trustee or beneficiary of such Member. No Member shall serve more than three (3) consecutive terms on the Board of Directors.

Section 4.3. Initial Directors Election; Term of Office; Nomination. The initial Board of Directors shall be appointed by the incorporators of the Corporation and shall serve until their successors are elected and qualified at the first Annual Meeting of the Members. Thereafter, and for purposes of providing staggered terms of office only, the Directors shall be divided into three (3) classes, which will, as nearly as possible, result in one-third (1/3) of the terms of Directors expiring in each year. Each Director shall serve for the term of office specified in the vote by which such Director was elected until his or her successor is duly elected and appointed, unless he or she sooner resigns or is removed. At the Members' Annual Meeting, the Members shall elect individuals to fill the then-existing vacancies on the Board of Directors.

Section 4.4. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors. A person appointed to fill a vacancy which occurs other than by reason of an increase in the number of Directors shall serve until the next Annual Meeting of the Members.

Section 4.5. Removal of Directors. Any elected Director may be removed from office at any time, with or without cause, by at least two-thirds (2/3rds) vote of the Members voting on the matter.

Section 4.6. Resignation. Any Director may resign at any time by giving written notice to the President of the Corporation. Such resignation shall take effect on the date of receipt or at any later time specified therein. Any Director who fails to attend five (5) regularly scheduled Board meetings (during any twelve (12) month period commencing with the date of the Annual Meeting of the Board of Directors) shall be deemed to have resigned from the Board, unless such Director has provided the President with prior notice of his or her inability to attend the meetings, or unless the Board waives this requirement with respect to said Director. The President shall provide written notice to the Board and to the Secretary stating that such Director has been deemed to have resigned from the Board in accordance with this Section 4.6. Failure to attend a Special Meeting of the Board shall not be considered in determining this attendance requirement.

Section 4.7. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, the expenses of attendance, if any, may be allowed for attendance at each regular or Special Meeting of the Board; but nothing herein shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

## ARTICLE V MEETINGS

Section 5.1. Annual Meeting. The Board of Directors shall meet annually for the purpose of electing the officers of the Corporation and for the transaction of such other business as may come before the meeting. The Board's Annual Meeting shall be held as soon as reasonably possible after the Annual Meeting of the Members at such time and place as shall be designated by the Board of Directors.

Section 5.2. Regular Meetings. Regular meetings of the Board of Directors may be held on such notice, or without notice, and at such time and at such place as may from time to time be determined by the Board of Directors.

Section 5.3. Special Meetings. Special Meetings of the Board of Directors may be called by the President of the Corporation on his or her own motion or upon written request of two (2) of the Directors, and held not less than three (3) nor more than thirty (30) days after such notice is given to each Director, either personally, by mail or by telephone.

Section 5.4. Waiver. Whenever under the provisions of the statutes, Articles of Incorporation or these Bylaws notice is required to be given to any Director, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or Special Meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless required by law or these Bylaws.

Section 5.5. Telephonic Meetings. The Directors may hold a meeting by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence of the Director at such meeting. Notice of such meeting shall give each Director the telephone number at which, or other manner in which, he or she will be called.

Section 5.6. Manner of Acting. Except as specified by law or these Bylaws, the Board of Directors shall act by a majority vote of the Directors present in person or by proxy at any duly called and held meeting of the Board of Directors at which a quorum is present. Each Director shall have one (1) vote.

Section 5.7. Quorum. Sixty-six percent (66%) of the Directors shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of Directors, the Directors present thereafter may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business shall be transacted which might have been transacted at the meeting as originally notified.

Section 5.8. Conduct of Meeting; Record of Meetings. The President of this Corporation, or in his or her absence, the Vice President or, in his or her absence, the Treasurer, or, in his or her absence, any Director chosen by the Directors present, shall call meetings of the Board of Directors to order and shall act as the presiding officer for the meeting. The Secretary, or if he or she does not participate in the meeting, one of the Directors designated by the Board participating in the meeting, shall keep a record of the meeting.

Section 5.9. Action by Unanimous Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the Directors, and filed with the minutes of the meetings of the Board of Directors.

Section 5.10. Informal Action by Directors. Action taken by agreement of a majority of Directors shall be deemed action of the Board of Directors if all Directors know of the action taken and no Director makes prompt objection to such action. Objection by a Director shall be effective if written objection to any specific action so taken is filed with the Secretary of this Corporation within ten (10) days of such specific action.

## ARTICLE VI OFFICERS AND AGENTS

Section 6.1. Officers. The officers of the Corporation shall be a President, a Treasurer and a Secretary, and such other officers as the Board of Directors may from time to time designate.

Section 6.2. Election of Officers. The Board of Directors shall choose annually the officers of the Corporation, none of whom, other than the President, need be a Director. A person may hold more than one (1) office, except that no person may hold the offices of President and Treasurer at any one time.



Section 6.3. Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary. Such officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 6.4. Compensation. The compensation, if any, of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 6.5. Term of Officers. The officers of the Corporation shall hold office until their successors shall have been elected and qualified. Any officer elected or appointed by the Board of Directors may be removed with or without cause at any time by an affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by vote of the Directors.

Section 6.6. President of the Corporation. The President of the Corporation shall, when present, chair all meetings of the Board of Directors. He or she shall inform himself or herself concerning all affairs of the Corporation and see that the duties of the officers and employees of the Corporation are properly discharged; that the Bylaws of the Corporation are observed; and that all statements and returns required by law are made; and he or she shall assume such share in the management of the Corporation's business as the Directors may determine. The President of the Corporation shall appoint such committees as he or she deems necessary, subject to the approval of the Directors. The President shall perform all duties incident to the office of the President.

Section 6.7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all corporate funds and securities; keep full and accurate accounts of receipts and disbursements and books belonging to the Corporation; and deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings or when the Directors shall require, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her.

Section 6.8 Secretary. The Secretary shall attend all meetings of the Board of Directors and record all its proceedings in a book kept for that purpose. He or she may give, or cause to be given, notice of all Directors' meetings and shall perform such other duties as may be prescribed by the Board of Directors or by the President. The Secretary may certify all votes, resolutions and actions of the Board. The Secretary shall also keep

a register of the post office address and telephone numbers of each Director; and be the custodian of the corporate records. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her.

Section 6.9 Registered Agent. The Corporation shall have and continuously maintain a registered agent, who shall be a resident of the State whose business office is identical to the registered office, or a domestic corporation (or foreign corporation authorized to transact business in the State) whose business office is identical to the registered office, and who shall not be deemed an officer of the Corporation. The position of registered agent shall be ministerial in nature, and the registered agent, in his or her capacity as such, shall have no authority to engage in any policy making function on behalf of the Corporation, or to enter into contracts or incur debts on behalf of the Corporation. The Registered Agent may, but need not, hold another position as an officer of the Corporation.

## ARTICLE VII PROPERTY MANAGEMENT SERVICES

Section 7.1. Advisory Board. The Board of Directors is authorized to retain professional property management services for the management of the Sabatus Lane subdivision and to charge the property management manager or company with such functions not directly engaged in the governance of the Corporation as the Board of Directors deems appropriate.

## ARTICLE VIII FINANCES AND ASSESSMENTS

Section 8.1. Bank Accounts. Unless otherwise expressly provided by any resolution of the Board, the President or Treasurer, acting singly, may open, close and maintain deposit, checking, money market and similar accounts with banks, trust companies and other depositories in the name of the Corporation and may purchase and sell certificates of deposit and similar instruments on behalf of the Corporation. The Board may make such special rules and regulations with respect to such activities as it deems expedient.

Section 8.2. Fiscal Year. The fiscal year of the Corporation shall end on December 31 unless otherwise fixed by resolution of the Board of Directors.

Section 8.3. Assessments. Members of the Corporation are liable for annual assessments for the maintenance of common amenities of the Sabatus Lane subdivision located at or near Sabatus Lane in Windham, Maine, including, without limitation, the private road and the stormwater buffer serving the subdivision roadway runoff treatment. Assessments shall be made in accordance with that certain Declaration of Easements, Covenants and Restrictions for Sabatus Lane Subdivision of near or even date herewith to be recorded in the Cumberland County Registry of Deeds (the “Declaration”). Assessments shall be made each fiscal year and the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

- (a) Management and administration expenses;
- (b) The estimated cost of repairs, maintenance and replacement of the roadways and stormwater systems;
- (c) The cost of such insurance and utilities as may be furnished by the Association;
- (d) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies, and reserves for maintenance, repair and replacement of capital items;
- (e) Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

At least thirty (30) days before the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses and needed accumulations for capital expenses, and copies of such budget shall be furnished to each Member.

On or before the first day of each quarter of the fiscal year covered by such annual assessment, each member shall pay as his or her respective quarterly assessment one-fourth of his or her proportionate share of the amount designated in the estimated annual budget as membership assessments.

Until the annual budget for a fiscal year is sent to each Member by the Board, the Member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.

If any Member shall fail or refuse to make payment of his or her proportionate share of the common expenses or any other amount payable to the Association when due, the amount thereof shall bear interest at the rate of 18% per annum and, together with such interest, shall constitute a lien on the lot of such Member. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided by these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year.

Section 8.4. Revised and Emergency Assessments. If at any time prior to or during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision of its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the Members, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.

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

Section 8.5. Maintenance and Repair. A Member shall reimburse the Association for any expenditures incurred for repairing or replacing any common areas and facilities damaged through his or her negligence, misuse or neglect. All other maintenance and repair of the common areas and facilities shall be performed at the direction of the Board of Directors and shall be a common expense.

Section 8.6. Enforcement Remedies. Every lot owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association in collecting any delinquent assessments or fees against such lot, foreclosing its lien therefor, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration or these Bylaws against such owner or any other occupants of such lot.

Upon any violation of these Bylaws, or Rules and Regulations, the offending party and the owner (including any owner, tenant, lessee, licensee, guest or invitee and the owner of any lot in which the violation is occurring or has occurred) shall be given ten (10) days written notice by the Board by mail of the violation committed and the necessary corrective action that is required, and, if such violation continues beyond the ten (10) days, the offending party and the owner shall each pay a penalty in the amount of 10% of the then monthly assessment of the lot per day to the Association until violation is

corrected. The mailing of the notice shall constitute the commencement of the ten (10) day period.

Any person against whom a penalty is assessed under the preceding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonableness and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation or the continued penalty assessment.

Section 8.7. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the common areas and facilities of the subdivision, the Association may from time to time adopt, modified and revoke in whole or in part by a vote of the Members present in person or represented by proxy whose aggregate interest in the lots constitutes 66%, at any meeting duly called for the purpose, such reasonable Rules and Regulations governing the conduct of persons within the subdivision as it may deem necessary including, but not limited to, methods and procedures for enforcing compliance with these Bylaws. Such Rules and Regulations, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Member and shall be binding upon all Members of the Association and occupants of lots within the subdivision.

Section 8.8. Foreclosure of Lien. In any action to foreclose the lien against any owner of a lot, the Association may represent itself through its Board of Directors in like manner as any mortgagee of real estate. The Board of Directors acting on behalf of the lot owners shall have the power to bid and acquire such lot at a foreclosure sale. The delinquent owner shall be required to pay to the Association in a reasonable rent for the use of such lot until sale are foreclosure, together with all costs and reasonable attorneys' fees. Suits to recover a money judgment for unpaid common expenses shall be maintainable in lieu of foreclosure, with the lot owner being liable for all costs and reasonable attorneys' fees incurred in connection with the action to obtain a money judgment against the delinquent lot owner.

## ARTICLE IX LIABILITY; INDEMNIFICATION

Section 9.1. Directors and Agents. The individual property of the Directors, officers, employees or agents of the Corporation shall not be held liable for the debts of the Corporation.

Section 9.2. Indemnification. The Corporation shall indemnify without formal action by the Board of Directors, a person who is or was a Director, officer, employee or agent of the Corporation, or who is or was serving in another capacity at the request of the Corporation, to the fullest extent authorized by law, including, without limitation, liability for expenses incurred in defending against pending, commenced or threatened actions. The foregoing rights of indemnification shall, in the case of death or incapacity of any Director, officer or other person described in this Section, inure to the benefit of his or her heirs, estate, executors, administrators, conservators or other legal representatives.

Section 9.3. Insurance. The Corporation may, at the discretion of the Board of Directors, purchase and maintain insurance on behalf of the persons described in Section 9.2, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person under the laws of the State of Maine.

Section 9.4. Limitation of Liability. The Corporation shall not be liable for any failure of services to be obtained by the Corporation, or for injury or damage to person or property caused by the elements or by any Member or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the property owned by the Corporation or from any pipe, drain, conduit, appliance or equipment. The Corporation shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Sabatus Lane subdivision. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from any action taken by the Corporation to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

## ARTICLE X CONFLICTS OF INTEREST

Section 10.1. Conduct of Meetings of the Board of Directors When a Conflict Exist. At such time as any matter comes before the Board of Directors which involves or may involve a conflict of interest, the affected Director shall make known the potential conflict, whether disclosed by his or her written statement or not. Such Director shall answer any questions that might be asked of him or her and shall disclose all material facts. At the request of the President, such Director shall withdraw from the meeting for so long as the matter shall continue under discussion.

Section 10.2. Effect of Conflict. No transaction in which a Director or an officer has a personal or adverse interest shall be void or voidable solely for the reason of such conflict or solely because the Director with the conflict is present at or participates in the

meeting of the Board of Directors which approves the transaction, or because his or her vote is counted, if the material facts as to his or her interest and as to the transaction or relationship are disclosed or are known to the Board of Directors prior to such approval. An interested Director may be counted in determining the presence of a quorum at the meeting of the Board of Directors which authorizes, approves or ratifies a transaction or relationship described in this Article.

## ARTICLE XI MISCELLANEOUS

Section 11.1. Amendments. These Bylaws or the Declaration may be amended or repealed at any regular or special meeting of the Members duly held in accordance with the provisions of these Bylaws, at which a quorum shall be present in person or by proxy, by a vote of the Members in good standing holding of record not less than eighty percent (80%) of the votes in the Association entitled to be cast. For any meeting at which Bylaws or the Declaration are to be adopted, amended or repealed, specific notice of such action shall be given, either setting out the text of the proposed adoption, amendment, repeal or restatement, or summarizing the changes to be effected by such action.

Section 11.2. Notice. Whenever under the provisions of the statutes, Articles of Incorporation or these Bylaws notice is required to be given to any Director or Member, such notice must be given in writing by personal delivery, by mail or by telephone, addressed to such Director or Member at his or her address as it appears on the records of the Corporation, with postage or other delivery fees prepaid, or at his or her telephone number as it appears on the records of the Corporation. Notice by mail shall be deemed to be given at the time it is deposited in the United States Mail.

Section 11.3. Syntax. Each reference in these Bylaws which refer to a Member as he, she, his or her shall also be construed to refer to any Corporate Member entity as “it”.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Registered Agent