

COLONIAL RIDGE PLANNED UNIT DEVELOPMENT ASSOCIATION, INC.

BYLAWS

Article I: Name, Location, Purpose, Definitions.

1. **Name.** The name of the Corporation shall be “Colonial Ridge Planned Unit Development Association, Inc.”

2. **Location.** The Association shall be located in the City of Auburn, County of Androscoggin, and State of Maine. The Association may have such other offices either within or outside the State of Maine as the Board of Directors may designate or as the business of the Association may require from time to time.

3. **Purpose.** The purpose of the Association is to engage in the activities authorized by 13-B M.R.S.A § 101 et seq. and more particularly to act as an association of neighboring lot owners organized for the purpose of maintaining Common Areas and Open Space of the Association and acting as agent for all of said lot owners in any and all affairs by and between this Association and Colonial Ridge Homeowners’ Association, Inc. The Colonial Ridge Planned Unit Development is shown on that certain Plan entitled “Colonial Ridge PUD-Lots” prepared for Colonial Ridge, LLC by Jones Associates, Inc. dated April 26, 2016 approved by the City of Auburn, Maine on _____ and recorded in the Androscoggin County Registry of Deeds at Plan Book _____, Page _____ (the “Plan”).

The Association shall improve, maintain, repair, replace and/or manage all Common and/or Open Space areas designated on the Plan or otherwise available to the lots, including but not limited to, drainage ponds/detention ponds, culverts, and drainage ways benefitting the Lots on the Plan (the “Amenities”). Notwithstanding anything elsewhere set forth herein, Colonial Ridge Planned Unit Development Association, Inc. shall be responsible for all maintenance, repairs, and improvements to Pond #2, #3, and #4 as shown on the Plan. The maintenance, repairs, and improvements to Pond #1 shall be the sole and exclusive responsibility of Colonial Ridge Homeowners’ Association, Inc.

4. **Definitions.**

(a) “Association” shall mean and refer to Colonial Ridge Planned Unit Development Association, Inc., its successors and assigns.

(b) “Common Area,” or “Common Open Space,” or “Open Space” shall mean all real property owned by the Association or rights granted to the Association for the common use and enjoyment of the Owners, including the Amenities.

(c) “Declarant” shall mean and refer to Colonial Ridge, LLC its successors and/or assigns.

(d) “Lot” shall mean and refer to Lots 1-15 on the Plan.

(e) “Member” shall mean any person(s) owning one or more lots shown on the Plan, or owning an interest in a corporation or partnership or other entity owning one or more lots on said Plan which benefit from the Common Areas and Open Space shown on the Plan, including, without limitation, drainage ponds/detention ponds, culverts, drainage ways, and related amenities. When two or more persons are joint owners of one or more lots, multiple owners shall be considered a single owner. The vote of a particular lot may not be split or divided. An owner or owners may cast a vote for each separately owned lot. Upon transfer, conveyance, or sale by any lot owner of his or her lot within the Association, assuming that said owner retains no land within the Association, said owner’s membership interest in the Association shall thereupon cease and terminate, and the purchaser shall become a member of the Association, subject to the provisions of the Association Bylaws. No owner of a lot on the Plan shall relinquish membership in the Association and any such relinquishment or withdrawal from the Association shall be deemed null and void ab initio. The Bylaws of the Association (and any Declaration of Protective Covenants, Conditions, Restrictions, and Reservations relating to real estate in the Association) shall govern the terms, conditions, and procedures relating to maintenance and repairs to the Common Areas and Open Space.

(f) “Owner” shall mean and refer to the record owner of the fee simple title to any Lot excluding those having such interest merely as security for the performance of an obligation, but including any record owner by deed in lieu of foreclosure or foreclosure of a mortgage.

(g) “Property” shall mean and refer to that certain real estate which is subject to and part of the Association.

Article II: Membership

1. **Classes.** Membership in the Association shall be as follows: Any person(s) owning one or more lots shown on the Plan, or owning an interest in a corporation or partnership or other entity owning one or more lots on said Plan which benefit from the Common Areas and Open Space shown on the Plan, including, without limitation, drainage ponds/detention ponds, culverts, drainage ways, and related amenities, shall become a member of the Association. When two or more persons are joint owners of one or more lots, multiple owners shall be considered a single owner. The vote of a particular lot may not be split or divided. An owner or owners may cast a vote for each separately owned lot. Upon transfer, conveyance, or sale by any lot owner of his or her lot within the Association, assuming that said owner retains no land within the Association, said owner’s membership interest in the Association shall thereupon cease and terminate, and the purchaser shall become a member of the Association, subject to the provisions of the Association Bylaws. No owner of a lot on the Plan shall relinquish membership in the Association and any such relinquishment or withdrawal from the Association shall be deemed null and void ab initio. The Bylaws of the Association (and any Declaration of Protective Covenants, Conditions, Restrictions, and Reservations relating to real estate in the Association) shall govern the terms, conditions, and procedures relating to maintenance and repairs to the Common Areas and Open Space.

2. **Annual and Special Meetings.** The Members shall meet annually on the first Monday of August of each year (at the office of the Association, or such other place as the Secretary of the Association may prescribe). If the day for the annual meeting for Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of not less than fifty percent (50%) of the Members entitled to vote.

3. **Notice of Meetings.** Notice of all meetings of Members shall be mailed or emailed with receipt of delivery to each Member at least five (5) days prior to the time of the meeting, or in lieu thereof, the Secretary may send email (with receipt of delivery) or telephone communication at least twenty-four (24) hours prior thereto. Any meeting in which Bylaw changes are to be acted upon shall require at least seven (7) days written notice. Attendance at any meeting shall constitute a waiver of any required notice. Members may participate in the meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this Section shall constitute presence in person at such meeting. The Members shall have the right to take any action in the absence of the meeting which they could take at a meeting by obtaining the written approval of all of the Members. Any action so approved shall have the same effect as through taken in a meeting of the Members.

4. **Quorum.** A majority of the total number of Members shall constitute a quorum for the transaction of business at any meeting of the Members. The vote of the majority of the Members present at the meeting at which a quorum is present shall be the act of the Members, unless the vote of a greater number is required by the Articles of Incorporation or the Maine Non- Profit Corporation Act. The Members present at a duly held or called meeting at which a quorum was once present may continue to do business at the meeting notwithstanding the withdrawal of enough Members to leave less than a quorum.

5. **Voting Rights.** Each Lot shall be entitled to one vote on any matters presented at an Annual or Special Meeting.

6. **Proxies.** At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her, or its Lot.

Article III: Board of Directors

1. **General Powers.** The activities of the Association shall be managed by the Board of Directors.

2. **Qualification, Number, Tenure and Election.** The Board of Directors shall consist of a minimum of three (3) and a maximum of five (5) Directors. The terms of Directors shall be one (1) year or until a successor is elected. Directors may serve successive terms. Directors shall be elected by a majority of the Members at the Annual Meeting of the Members. The initial directors shall be Emile L. Clavet, Kevin B. Dean, and Ryan Brann. If a vacancy occurs as a result of death, resignation, or other removal prior to the expiration of a Director's term, the vacancy shall be filled by the affirmative vote of

a majority of the Board of Directors then in office. Any competent member entitled to vote and having reached the age of majority may become a member of the Board of Directors.

3. **Resignation and Removal.** Any Director may resign at any time by giving written notice to the Board of Directors of his/her decision to resign. Unless indicated in such notice to the contrary, any such resignation shall be effective immediately upon its receipt by the Secretary of the Association. Any Director may be removed as a Director, with or without cause, by the affirmative vote of two-thirds (2/3) of the Members at any regular or special meeting of the Members called and convened for such purpose. Any Director who is absent from three (3) meetings without excuse satisfactory to the Board shall be deemed to have surrendered his/her office as a Director. The Board shall fill the vacancy under Article III, Section 4.

4. **Vacancies.** Unless otherwise provided above, vacancies of the Board of Directors shall be filled by the affirmative vote of the majority of the remaining Directors then in office, and the Director so chosen shall hold office for the unexpired term of his/her predecessor in office.

5. **Meetings of the Directors.** Annual meetings of the Board of Directors shall be held immediately following the Annual Meeting of the Members at the offices of the Association, or such other place as may be fixed from time to time by resolution of the Board.

Special meetings may be called by the President or by request of a majority of the members of the Board of Directors.

6. **Notice of Meetings.** Notice of all meetings of the Board of Directors shall be mailed to each Director by the Secretary at least five (5) days prior to the time of the meeting, or in lieu thereof, the Secretary may send an email with receipt of delivery, or telephone communications at least 24 hours prior thereto. Any meeting at which Bylaws changes are to be acted upon shall require at least seven (7) days prior written notice. Attendance at any meeting shall constitute a waiver of any required notice. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Members of the Board of Directors may participate in a meeting of the Board by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

7. **Quorum and Vote of Directors.** A majority of the total number of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by the Articles of Incorporation or the Maine Non-Profit Corporation Act. The Directors present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting notwithstanding the withdrawal of enough Directors to leave less than a quorum.

8. **Committees.** The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate from among its members and the Members of the Association such committees as the Board deems necessary and may delegate to such committees all of the authority of the Board of Directors, except that no such committee or committees shall have or exercise the authority of the Board to amend the Articles of Incorporation, the Bylaws of the Corporation, or any duties reserved to the Board of Directors, by law or under these Bylaws. Any Committee may appoint a Director to chair a Sub-Committee composed of members of the Committee to consider an issue and render an opinion on said issue to the Committee provided that no such Sub-Committee shall be granted any authority independent of the Committee.

9. **Conflicts of Interest.** All Directors shall put personal or business interests aside when acting in the capacity of Director and shall act in the best interests of the Association. Directors shall abstain from voting on any issue where they are unable to act in the best interests of the Association.

10. **Compensation.** All Directors are elected to serve as volunteers and as such without compensation. However, Directors may be reimbursed for reasonable expenses incurred on behalf of the Association while serving as a Director of the Association.

11. **Dual Capacity.** Nothing herein shall prevent a Director from serving as an Officer of the Association and vice versa.

ARTICLE III-A. Powers and Duties of the Board of Directors

1. **Powers.** The Board of Directors shall have power to:

(a) Prepare a proposed budget for presentation to the Annual Meeting of the Members;

(b) Maintain and repair any Common Areas and Amenities for the common use of the Members;

(c) Make and amend regulations respecting the use of the Common Areas and Amenities;

(d) Contract for improvement, maintenance, repair, and replacement of the Common Areas and Amenities;

(e) Pay taxes and assessments which may be levied against any part of the Common Areas and Amenities of the Association and provide for the payment of the same by the Members through budget approval;

(f) Procure and pay premiums for insurance on the Common Areas and Amenities, as approved by the Board of Directors;

(g) Arrange for an annual review of the Association's financial affairs;

(h) Determine the appropriate annual pro-ration and apportionment of dues among Members, and timely due date therefore;

(i) Take such action against such Members as may be appropriate and lawful to collect unpaid dues or assessments, or to collect a Member's legal obligations to pay an equal share of maintenance expenses as may be required of such Member, including the right to enforce a lien upon a Lot for non-payment of the dues or assessments related thereto;

(j) Without limitation, the Board of Directors may acquire, in the name of the Association, whether by deed, easement or lease, the right to use any streets or other common areas and amenities of Colonial Ridge Homeowners' Association, Inc., upon such terms and conditions as the Directors shall deem in the best interests of this Association and add the cost of any such rights to use to the budget of this Association and to the annual assessments to be charged to and paid by the Members of this Association;

(k) Make such reasonable rules and regulations and provide such means and employ such agents as will enable the Association to adequately and properly carry out the provisions of these Bylaws;

(l) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws or the Articles of Incorporation;

(m) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without excuse;

(n) Employ such person or persons as may be necessary to perform the duties set out below; and

(o) Approve plans for construction of dwellings on lots.

2. **Duties.** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by majority of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association and see that their duties are properly performed;

(c) (i) Fix the amount of the annual assessment, if any, against each Lot;

(ii) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and

(iii) If assessments are not paid within thirty (30) days after due date, to bring action at law against the Owner personally obligated to pay the same or to file a lien in the Registry of Deeds and to foreclose said lien.

(iv) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(v) Procure and maintain adequate liability and hazard insurance on Properties owned by the Association;

(vi) Designate a person or person to approve for payment vouchers for maintenance expenses.

Article IV: Officers

1. **Number.** There shall be three (3) officers of the Association consisting of the President, Secretary and Treasurer.

2. **Election and Term of Office.** All officers shall be elected annually by the affirmative vote of the majority of the Board of Directors and shall hold office for the term of one (1) year or until successors are chosen. The initial Officers of the Association are as follows:

President: Emile L. Clavet
Treasurer: Kevin B. Dean
Secretary: Ryan Brann

3. **Compensation.** All Officers are elected to serve as volunteers and as such without compensation. However, Officers may be reimbursed for reasonable expenses incurred on behalf of the Association while serving as Officers of the Association.

4. **Conflicts of Interests and Removal.** Officers of the Association shall put personal and business interests aside when acting in the capacity of an Officer of the Association and shall act in the best interests of the Association. Any Officer may be removed by the 2/3 affirmative vote of the Board of Directors then in office when in the judgment of the Board the best interests of the Association would

be served thereby. Any Officer so removed from office shall also be considered removed from his/her position as a Director of the Association, if serving as a Director.

5. **Resignation and Removal.** Any Officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time as specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Vacancies.** Any vacancy in any office shall be filled by the affirmative vote of the majority of the Board of Directors then in office. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

7. **President.** The President shall be the chief executive officer of the Association, its Board and Members, and, subject to the direction of the Board of Directors, shall in general supervise and control all the business and affairs of the Association. Unless otherwise provided by the Board of Directors, the President shall preside, when present, at all meetings of the Board of Directors. He/she shall perform such other duties and have such other powers as may be provided by these Bylaws.

8. **Secretary.** The Secretary shall keep the minutes of all meetings of the Association and shall be responsible for providing notice of all meetings of the Association as provided in these Bylaws as well as receiving and distributing all Committee and Sub-Committee reports and such other and further duties as the Board of Directors may from time to time prescribe.

9. **Treasurer.** The Treasurer, subject to the direction of the Board of Directors, shall have general charge of the financial affairs of the Association. He/she shall have custody of all funds, securities and valuable documents of the Association, except as the Board of Directors may otherwise provide. He/she shall deposit or cause to be deposited all monies of the Association in such financial institutions as may be designated by the Board of Directors. He/she shall perform such other duties and have such other powers as may be provided by these Bylaws, including the power to seek the assistance of an accountant in performing his or her duties.

Article V: Fiscal Year

The fiscal year of the Association shall begin on January 1 and end on December 31.

Article VI: Assessments

Each Member shall be obligated to pay to the Association annual and special assessments. Annual and special assessments may be for the purpose of paying real estate taxes and insurance premiums on Common Areas and Amenities, and for maintenance, repairs, and replacements to Common Areas and Amenities, by dividing said real estate taxes, insurance premiums, maintenance, improvements, repair, and replacement costs by the number of Lots. All other assessments shall be divided equally among the Lots. Any assessments which are not paid when due shall be delinquent. If

the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the annual rate of Eighteen Percent (18%). No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas and Amenities, or abandonment of his or her Lot.

The Board of Directors may, from time to time, call a special meeting of the Board of Directors to levy a special assessment against the Lots. Any such special assessment shall be approved by a majority of the Board of Directors.

All assessments as provided above shall be a charge on the Lots and shall be a continuing lien upon the Lot upon which assessment is made and run with the land. If the assessment to a Lot owner shall not be paid within thirty (30) days after the date when due, then the assessment shall be delinquent and shall, together with interest at the annual rate of eighteen percent (18%), and costs of collection and reasonable attorneys' and paralegal fees and costs, become a continuing lien on the Lot owned by the delinquent Lot owner (with the buildings and improvements situated thereon). The lien may be enforced in the same manner as a lien for assessments against condominium units as provided in the Maine Condominium Act, Title 33 M.R.S.A. Section 1603-116, as amended, or in any other manner provided by law, including, without limitation, foreclosure in a like manner as a mortgage on real estate. The lien shall have priority over all other liens and encumbrances on the Lot except for liens and encumbrances recorded prior to the recording of the lien against the Lot by the Association, and except for any other liens which have priority by operation of law.

Article VII: Execution of Instruments

All checks, drafts, deeds, leases, transfers, contracts, notes, bonds, mortgages, and other obligations authorized to be executed by an officer of the Association in its behalf shall be signed by the President and/or such other officers as the Board of Directors may elect.

Article VIII: Amendments

These Bylaws may be amended by an affirmative vote of a majority of the Board of Directors and sixty-seven percent (67%) of the total Membership votes, but may not be so amended so as to be in conflict with the requirements of law.

Article IX: Conflicts

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control.

Article X: Choice of Law/Binding Effect/Amendment

These Bylaws shall be construed under the laws of the State of Maine. All rights, restrictions, and obligations described herein are binding upon and inure to the benefit of the Members, their heirs, personal representative, successors, and assigns, and shall be appurtenant to and shall run with the Lots.

Article XII: Effective Date

These Bylaws shall become effective _____, 2016.

APPROVED BY UNANIMOUS VOTE OF BOARD OF DIRECTORS AND MEMBERS AT
ITS MEETING ON _____, 2016.

Emile L. Clavet, Director

Kevin B. Dean, Director

Ryan Brann, Director

Colonial Ridge, LLC, Member

By: _____
Kevin B. Dean, Manager

**DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND RESERVATIONS FOR
COLONIAL RIDGE PLANNED UNIT DEVELOPMENT
AUBURN, MAINE**

Colonial Ridge, LLC, a Maine Limited Liability Company with a mailing address at PO Box 1150, Auburn, Maine 04211-1150 (the “Company”), is the owner of a certain real estate (the “Real Estate”) described on the Plan of Land of Colonial Ridge PUD-Lots, East Hardscrabble Road, Auburn, Maine prepared for Colonial Ridge, LLC by Jones Associates, Inc. dated April 26, 2016 recorded in the Androscoggin County Registry of Deeds at Plan Book _____, Page _____ (the “Plan”), including lots 1-15 on said Plan and all detention ponds and Common Areas and Open Space set forth on said Plan (each lot on the Plan is individually referred to as a “Lot” and collectively referred to as the “Lots”).

In order to ensure that the natural beauty and rural quality of the Real Estate is preserved for the benefit and enjoyment of those who acquire Lots on the Plan and in order to provide each Lot owner and each member of the Condominium, as hereinafter defined, with assurances that the Real Estate surrounding his or her Lot will be subject to reasonable safeguards against spoiling acts which would harm the beauty of his or her Lot, the Company imposes upon the Real Estate and Lots certain mutual and beneficial rights, protective covenants, restrictions, and reservations, as more fully described herein.

The Company hereby declares that, in each and every deed for a Lot forming part of the Real Estate, all the provisions of this Declaration, as amended or extended, shall be deemed to be incorporated and included therein as if set forth in full in that deed. The provisions of this Declaration shall be deemed to be covenants running with the Real Estate and each Lot of the Real Estate.

1. **Use of Parcel.** Each Lot shall only be used for single family residential purposes, intended for occupancy by the owner or owners of the Lots (together with immediate family members) or those lessees expressly permitted by this Declaration and the Colonial Ridge Planned Unit Development Association, Inc. (the "Association"). No lot or improvements built thereon shall be leased for a term of less than three (3) months. No commercial use of any type, including use by professionals or other home occupation shall be permitted on any Lot or any of the Real Estate. No waste shall be committed on any Lot. No structure other than a dwelling house, two car garage, terraces, decks, patios, storage buildings, sheds, and other customary accessory structures shall be erected on a Lot. No business, profession, trade, or manufacture of any kind or nature shall be conducted on a Lot.

2. **Temporary Structure/Trailers.** Except as otherwise provided herein, no house trailer, boat, camping trailer, tent, mobile home, motor home, recreation vehicle, or temporary structures of any kind shall be placed on a Lot or used for residential occupancy, nor shall any such house trailer, boat, camping trailer, tent, mobile home, motor home, or recreational vehicle be parked or stored on a Lot, unless it is kept in a garage or otherwise screened from view of the road and other Lots.

3. **Building Specifications.** Construction and design shall be of a type which shall not detract from the value of other property in the Planned Unit Development or the Colonial Ridge Condominium adjacent to the Real Estate (the "Condominium"). In no event shall a building exceed two stories and 35 feet in height. All dwellings located on the Lots shall have a two car attached garage. All dwellings shall have a minimum of 1,200 square feet if the dwelling is one story in height or 1,400 square feet if the dwelling is two stories in height. All structures and improvements shall be built within the building envelope shown on the Plan and there shall be no adverse impact to any wetland areas. All driveways shall be paved. Paving may be asphalt, concrete, brick pavers, or other suitable material. All building plans shall be submitted to, and approved by, the Board of the Colonial Ridge Planned Unit Development Association, Inc. prior to commencement of construction. In the event that the Board has not approved said plans in writing within Fifteen (15) days from the date of submittal by the Lot owner, the Board shall be deemed to have approved said Plans. In the event that the Board does not approve said plans, the Board shall indicate in writing the reasons for its denial and building specifications which has not been met, and the plans shall be adjusted to meet the building specifications so identified. Upon amendment to the plans, the plans shall be resubmitted to the Board for approval in accordance with the procedure set forth in this Item 3.

4. **Construction and Maintenance.** All construction shall have a concrete slab, full concrete basement, or concrete crawl space foundation. All improvements on Lots shall be maintained in a neat, attractive manner and kept in good repair. All construction of dwellings shall be completed within One (1) year from the date of commencement of construction on a Lot. The date of commencement of construction shall mean the date when the lot is disturbed in any manner for purposes of constructing or preparation of construction of a dwelling or other improvements.

5. **Fuel Tanks & Satellite Dishes, etc.** Fuel and other tanks not buried below the ground shall be screened, so as not to be visible from roads or other Lots. Satellite dishes shall be no larger than 18 inches and shall be discretely located on the Lot. Except as otherwise provided herein, no radio or television antennas or similar devices may be affixed to the Lot or any improvements thereon.

6. **Natural Drainage.** Each owner shall use due care to avoid interfering with the natural course of surface water.

7. **Nuisance.** Noxious, dangerous, offensive, or unduly noisy activities of any nature are prohibited upon any Lot.

8. **Refuse Disposal & Fertilizer.** Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from any road or other Lot, and shall further be maintained in such a manner that animals will be prevented from tampering with said containers.

9. **Compliance with Laws and Ordinances.** All construction work, including excavation, tree cutting, and sewage work, and all usage shall be in accordance with all applicable local, state, and federal laws, ordinances and regulations.

10. **Animals.** Except for household pets, as hereinafter defined, no animals, including but not limited to sheep, cows, goats, swine, bees, or poultry shall be kept, raised or maintained on any Lot. "Household pets" shall mean dogs, cats, birds, and tropical fish. The owner shall not permit a pet to become a nuisance to other owners or to interfere with the quiet enjoyment of the premises by other owners. Pets shall not be unleashed or at large within or upon Open Space or Common Areas of the Real Estate.

11. **Clothes Lines.** The use of clothes lines on any Lot is strictly prohibited.

12. **Motor Vehicles.** No parking of any motor vehicles shall be kept within or upon Common Areas or Open Space on the Real Estate.

13. **Common Areas.** Each Lot owner shall be responsible for an equal share of maintenance, improvements, repairs and/or replacements to all other Common Areas, Open Space and Amenities of the Real Estate including, without limitation, drainage ponds/detention ponds, culverts, drainage ways, and Open Space. For all purposes of this Declaration, the term "Common Areas" includes the detention ponds referenced as Pond #2, #3, and #4 on the Plan, but specifically excludes Pond #1. The Condominium Association, as hereinafter defined, shall be responsible for all maintenance, repairs, and improvements to and for Pond #1. Each Lot owner shall be responsible for any repair and damage caused to the Common Areas, Open Space, and Amenities caused by them individually or their agents, invitees, or guests, and shall be liable for any injuries or damages resulting from their negligent use of the Common Areas, Open Space, and Amenities.

14. **Severability.** If any portion of this Declaration, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of the Declaration or the application of such provision to other persons or circumstances shall not be affected thereby.

15. **Terms.** As used in the Declaration, an “owner” of a Lot means the owner of record from time-to-time of any of the Lots covered by this Declaration and shall not include a mortgagee taking title as security for an obligation, but shall include a mortgagee taking title via deed in lieu of foreclosure or foreclosure of mortgage or otherwise.

16. **Amenability.** These covenants, easements, restrictions, and reservations may be amended by unanimous vote of the Lot owners. Multiple owners of a single Lot shall be considered a single owner. The vote of a particular Lot may not be split or divided. An owner or owners may cast a vote for each separate Lot owned.

17. **Recording.** The provisions of this Declaration shall be duly recorded in the Androscoggin County Registry of Deeds.

18. **Gender and Number.** All references in this Declaration to the masculine gender shall be deemed to include the feminine and neuter (and vice versa); and references to the singular shall be deemed to include the plural (and vice versa), unless the context otherwise requires.

19. **Enforcement.** The provisions of this Declaration have been adopted for the benefit of the owners of Lots and the Condominium. Therefore, the violation or attempted violation of any covenant or restriction in the Declaration is hereby declared a nuisance which may be remedied by any appropriate legal proceeding, whether at law or in equity. If any owner shall attempt to violate or permit any violation of any of the covenants, restrictions or reservations described above, the Company or any owner of a Lot, or the Colonial Ridge Homeowners’ Association, Inc. (the “Condominium Association”), acting by and through its Board of Directors, may commence proceedings at law or in equity either to recover damages or other monetary awards, or both, together with any and all equitable relief deemed appropriate by a court of competent jurisdiction.

If a final judgment is rendered against an owner, the owner agrees to pay all reasonable attorneys’ and paralegal fees and costs incurred in prosecution of said claims. Proceedings may be maintained against a violator of any provision of this Declaration irrespective of the waiver of any prior violation or attempted violation by the same or other owners. The failure to enforce any of the provisions of this Declaration on one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto. By acceptance of a deed to a parcel subject to the provisions of this Declaration, an owner covenants and agrees to abide by such provisions.

20. **Company's Successors.** All references in this Declaration to the Company shall mean and include any person or entity which is the successor to the Company and any assignee of Company's then entire remaining interest in the Real Estate.

In Witness Whereof, the undersigned has hereunto set its hand this ____ day of _____, 2016.

Witness:

Colonial Ridge, LLC

By: _____
Kevin B. Dean, Its Manager

STATE OF MAINE
ANDROSCOGGIN, SS.

_____, 2016

Then personally appeared the above-named **Emile L. Clavet**, in his capacity as its duly authorized Manager of **Colonial Ridge, LLC**, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me,

Notary Public/Attorney-At-Law

Print Name: _____

My Commission Expires: _____