



# Stoneybrook Consultants, Inc.

456 Buckfield Road  
Turner, Maine 04282  
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## Colonial Ridge PUD - Lots Project Amendment

prepared for  
Colonial Ridge, LLC

June 2016



# Stoneybrook Consultants, Inc.

456 Buckfield Road  
Turner, Maine 04282  
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June 1, 2016

Mr. Douglas Greene, City Planner  
Planning and Permitting  
City of Auburn  
60 Court Street  
Auburn, ME 04210

RE: Colonial Ridge PUD - Lots  
Project Amendment

Dear Mr. Greene:

On behalf of Colonial Ridge, LLC (Developer), I am pleased to submit this letter and attachments to secure your approvals for a project amendment to the Colonial Ridge Condominium development located off East Hardscrabble Road. This project was originally approved in 2004 with 80 single-family condominium units. The housing units approved were attached townhouse designs with multiple buildings containing two to eight dwelling units. Harvest Hill Lane and Lantern Way were constructed at that time but, to date, only 26 condominium units have been constructed since the project was approved.

With the last two condominium units constructed in 2011, the Developer changed the building design to a cape-style concept hoping the units would sell better, but those efforts have not worked well. Therefore, the Developer has decided to convert a portion of the project parcel to single-family house lots with open space areas set aside for buffering and protection of existing stormwater management systems.

At the time of approval, the property consisted of two parcels. The first parcel was occupied by Mid-State Community College with about 15.40 acres.

This parcel was located in the General Business District (GB). The second parcel of about 3.53 acres was split zoned. The majority of this parcel was located in the Suburban Residential District (SR) and the southernmost, smaller triangular area was located in the Industrial District (I). This project was approved as a Planned Unit Development - Residential (PUD-R) with housing units located in all three zoning districts. The current zoning is consistent with the zoning in place at the time that the original development was approved.

The project parcel is identified as 133-069 on the City GIS system. This lot contained 18.93 acres when the project was approved. The approved plans included a single-family house lot with about 103' of frontage on Garden Circle. This lot with 0.55 acres was separated from the project parcel to eliminate access to the Garden Circle neighborhood. The separation of this lot left 18.38 acres for the 80-unit condominium development. Total approved overall density, after deducting roadway rights of way, was 5 units per acre. This density is far less than 17 units per acre allowed in the GB district for six- and eight-unit buildings, but more than the 2 units per acre allowed in the SB district.

In 2007, after the City accepted Harvest Hill Lane, the street right of way including 2.07 acres was conveyed to the City of Auburn (Book 7354, Page 228). In March of 2009, after changes to the Planned Unit Development (PUD) requirements, City staff approved Amendment #1 which divided the developed area of the project into two Current Condominium Areas identified as Areas "A" and "B". With a total development area of 5.18 acres (listed incorrectly as 5.26 acres on the recorded plan), this plan effectively separated the then existing 24 condominium units and Lantern Way from the remaining "Withdrawn Land" in the project parcel. In August of 2011, City staff approved Amendment #2 which added 2 cape-style condominium units with 0.38 acres to the previous Current Condominium Unit "A". Reduced copies of all of these recorded plans are attached in Section 6.

Today, the parcel has 5.56 acres committed to the Current Condominium Area which includes Lantern Way, 2.07 acres occupied by Harvest Hill Lane and a total of 10.75 acres of Withdrawn Land. On behalf of the Developer, we are

now asking the Planning Board to approve an amendment to add separate lots for single-family use to the approved PUD-R. We believe the proposed changes will provide for a greater variety and choice of design for urban living which is one of the stated purposes for your PUD standards.

The attached plan for Colonial Ridge PUD - Lots (see copy in Section 7) shows a total of 4.97 acres of the Withdrawn Land used to create 15 single-family house lots and sets aside an additional 3.09 acres for open space adjacent to these lots. The remaining 2.69 acres of the "Withdrawn Land" will remain for future condominium development or additional lots, depending upon market conditions or acceptance of this design change on the project parcel. These 15 lots will replace 42 townhouse units shown in 9 buildings on the plans originally approved in 2004.

All of the proposed lots have frontage on Harvest Hill Lane. Lots range in size from 10,036 square feet to 24,959 square feet. Lot frontages have been reduced to a minimum of 55.62 feet. Setbacks have been shown at a minimum of 15' or along wetland limits shown on the prior approved plan. No additional wetland impacts are proposed by this project. Lots in the SR district required a 21,780 square foot lot size with a minimum lot width of 150'. In the GB district, lots require a minimum lot size of 10,000 square feet and a minimum lot width of 100'. The Developer is seeking reductions of lot width and yard requirements for the lots shown on this plan.

Water and sewer services are available in Harvest Hill Lane. Underground power and decorative street lights along Harvest Hill Lane have also been installed along this street. Since this layout will have a different form of home ownership, the lot owners will not be part of the previously declared condominium association. The PUD-Lots will share maintenance of the stormwater ponds and will have restrictions defining building size limits and construction materials that will be acceptable. These restrictions also include limits on the uses allowed on these lots. The intent will be to have uniform uses and building styles for the entire property included in the original approvals. Draft versions of the new association documents are included in Section 5.

This PUD-Lots plan will serve as the master plan for this portion of the project, but the actual lots will only be declared as they are developed, as allowed under the PUD requirements. I understand that you would like this amendment approved by the Planning Board because of the change in ownership for these lots versus prior condominium ownership of units previously approved. We hope the Board will approve this minor change to the project.

With this amendment, a total of 13.62 acres of the original project parcel will be set aside for the PUD-Lots and the declared condominium areas "A & B" with a total of 41 housing units. The overall density has been dropped from the approved 5 units per acre to 3 units per acre. With the original approvals, the project was estimated to create 66 trips in the PM peak hour for the 80 units approved. As noted, only 26 units have been constructed and, with approval of this amendment, only 41 units will be located on the project parcel. Therefore, total trips with this approval will still be below the level approved in 2004.

The project was originally approved with a total of 6 acres of impervious area. The level of impervious area was said to be a 4.5 acre increase over the existing conditions. Four stormwater detention ponds were constructed to control stormwater runoff from this project. Since only a portion of the parcel has been developed, impervious areas existing today are much less than what was approved. Since this project will also reduce the building density, overall, the impervious area proposed to be constructed will be less. Additional stormwater permitting should not be necessary with the project because the street, utility and stormwater improvements are in place and this project is for single-family house lots that will be sold by the Developer and the homes will be built by the new lot owners.

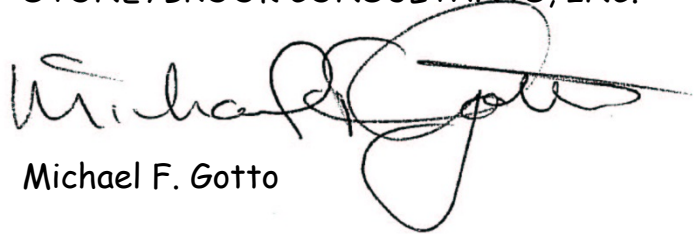
Since the utility infrastructure has already been constructed and Harvest Hill Lane has been accepted as a public street, there are no additional construction costs needed by the Developer. No financing or performance bond will be necessary to complete this project as proposed.

June 1, 2016  
Douglas Greene  
RE: Colonial Ridge PUD  
Page 5

We have included the application form, source deed, several site graphics and copies of the prior approvals. I trust you will find this letter and attachments suitable to process our request for the project amendment. We look forward to your review and approval. We would also request that you process this application under your delegated authority with the Maine Department of Environmental Protection as an amendment to the Site Location of Development approvals you processed with the original project.

Respectfully yours,

STONEBROOK CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Michael F. Gotto", with a large, stylized flourish extending to the right.

Michael F. Gotto

cc: Kevin Dean

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# Section 1

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## Application Form





# PROJECT DATA

The following information is required where applicable, in order to complete the application

## IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area See Cover Letter sq. ft.  
Proposed Total Paved Area \_\_\_\_\_ sq. ft.  
Proposed Total Impervious Area \_\_\_\_\_ sq. ft.  
Proposed Impervious Net Change \_\_\_\_\_ sq. ft.  
Impervious surface ratio existing \_\_\_\_\_ % of lot area  
Impervious surface ratio proposed \_\_\_\_\_ % of lot area

## BUILDING AREA/LOT

### COVERAGE

Existing Building Footprint See Cover Letter sq. ft.  
Proposed Building Footprint \_\_\_\_\_ sq. ft.  
Proposed Building Footprint Net change \_\_\_\_\_ sq. ft.  
Existing Total Building Floor Area \_\_\_\_\_ sq. ft.  
Proposed Total Building Floor Area \_\_\_\_\_ sq. ft.  
Proposed Building Floor Area Net Change \_\_\_\_\_ sq. ft.  
New Building \_\_\_\_\_ (yes or no)  
Building Area/Lot coverage existing \_\_\_\_\_ % of lot area  
Building Area/Lot coverage proposed \_\_\_\_\_ % of lot area

### ZONING

Existing \_\_\_\_\_  
Proposed, if applicable \_\_\_\_\_  
GB, SR, I

### LAND USE

Existing \_\_\_\_\_  
Proposed \_\_\_\_\_  
Single-Family Condo  
Single-Family Lots

### RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units 26  
Proposed Number of Residential Units 15  
Subdivision, Proposed Number of Lots 15

### PARKING SPACES

Existing Number of Parking Spaces See Cover Letter  
Proposed Number of Parking Spaces \_\_\_\_\_  
Required Number of Parking Spaces \_\_\_\_\_  
Number of Handicapped Parking Spaces \_\_\_\_\_

## ESTIMATED COST OF PROJECT

## DELEGATED REVIEW AUTHORITY CHECKLIST

### SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area N/A sq. ft.  
Proposed Disturbed Area \_\_\_\_\_ sq. ft.  
Proposed Impervious Area \_\_\_\_\_ sq. ft.

- 1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.*
- 2. If the proposed impervious area is greater than one acre including any impervious area crated since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.*
- 3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.*
- 4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.*

### TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing (Since July 1, 1997) Cover Letter passenger car equivalents (PCE)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) 66 passenger car equivalents (PCE)

If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

**Zoning Summary**

1. Property is located in the GB & SR zoning district.  
2. Parcel Area: 18.38 acres / \_\_\_\_\_ square feet(sf).

<b>Regulations</b>	<u>Required/Allowed</u>	<u>Provided</u>
Min Lot Area	<u>See Cover Letter</u>	/
Street Frontage	_____	/
Min Front Yard	_____	/
Min Rear Yard	_____	/
Min Side Yard	_____	/
Max. Building Height	_____	/
Use Designation	_____	/
Parking Requirement	1 space/ per _____	square feet of floor area
Total Parking:	_____	/
Overlay zoning districts (if any):	_____	/
Urban impaired stream watershed?	YES <input checked="" type="radio"/> NO <input type="radio"/>	If yes, watershed name _____

**DEVELOPMENT REVIEW APPLICATION SUBMISSION**

**Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:**

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

**Refer to the application checklist for a detailed list of submittal requirements.**


L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

**Auburn:** [www.auburnmaine.org](http://www.auburnmaine.org) under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance

**Lewiston:** <http://www.ci.lewiston.me.us/clerk/ordinances.htm>. Refer to Appendix A of the Code of Ordinances

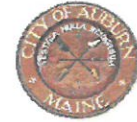
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

**This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.**

<b>Signature of Applicant:</b> 	<b>Date:</b> 5/31/16
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# Development Review Checklist

City of Auburn Planning and Permitting Department  
City of Lewiston Department of Planning and Code Enforcement



**THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE SUBMITTED FOR AN APPLICATION TO BE COMPLETE**

PROJECT NAME: Colonial Ridge PUD - Lots

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: Harvest Hill Lane 133-69

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
<b>Site Plan</b>					
	Owner's Names/Address	✓			
	Names of Development	✓			
	Professionally Prepared Plan	✓			
	Tax Map or Street/Parcel Number	✓			
	Zoning of Property	✓			
	Distance to Property Lines	✓			
	Boundaries of Abutting land	✓			
	Show Setbacks, Yards and Buffers	✓			
	Airport Area of Influence (Auburn only)				
	Parking Space Calcs				
	Drive Openings/Locations				
	Subdivision Restrictions	✓			
	Proposed Use	✓			
	PB/BOA/Other Restrictions				
	Fire Department Review				
	Open Space/Lot Coverage	✓			
	Lot Layout (Lewiston only)				
	Existing Building (s)				
	Existing Streets, etc.				
	Existing Driveways, etc.				
	Proposed Building(s)				
	Proposed Driveways				
<b>Landscape Plan</b>					
	Greenspace Requirements				
	Setbacks to Parking				
	Buffer Requirements				
	Street Tree Requirements				
	Screened Dumpsters				
	Additional Design Guidelines				

	Planting Schedule				
<b>Stormwater &amp; Erosion Control Plan</b>					
	Compliance w/ chapter 500				
	Show Existing Surface Drainage				
	Direction of Flow				
	Location of Catch Basins, etc.				
	Drainage Calculations				
	Erosion Control Measures				
	Maine Construction General Permit				
	Bonding and Inspection Fees				
	Post-Construction Stormwater Plan				
	Inspection/monitoring requirements				
	Third Party Inspections (Lewiston only)				
<b>Lighting Plan</b>					
	Full cut-off fixtures				
	Meets Parking Lot Requirements				
<b>Traffic Information</b>					
	Access Management				
	Signage				
	PCE - Trips in Peak Hour				
	Vehicular Movements				
	Safety Concerns				
	Pedestrian Circulation				
	Police Traffic				
	Engineering Traffic				
<b>Utility Plan</b>					
	Water				
	Adequacy of Water Supply				
	Water main extension agreement				
	Sewer				
	Available city capacity				
	Electric				
	Natural Gas				
	Cable/Phone				
<b>Natural Resources</b>					
	Shoreland Zone				
	Flood Plain				
	Wetlands or Streams				
	Urban Impaired Stream				
	Phosphorus Check				
	Aquifer/Groundwater Protection				
	Applicable State Permits				
	No Name Pond Watershed (Lewiston only)				

	Lake Auburn Watershed (Auburn only)				
	Taylor Pond Watershed (Auburn only)				
<b>Right Title or Interest</b>					
	Verify	✓			
	Document Existing Easements, Covenants, etc.	✓			
<b>Technical &amp; Financial Capacity</b>					
	Cost Est./Financial Capacity				
	Performance Guarantee				
<b>State Subdivision Law</b>					
	Verify/Check				
	Covenants/Deed Restrictions	✓			
	Offers of Conveyance to City				
	Association Documents	✓			
	Location of Proposed Streets & Sidewalks				
	Proposed Lot Lines, etc.	✓			
	Data to Determine Lots, etc.	✓			
	Subdivision Lots/Blocks	✓			
	Specified Dedication of Land				
<b>Additional Subdivision Standards</b>					
	Single-Family Cluster (Lewiston only)				
	Multi-Unit Residential Development (Lewiston only)				
	Mobile Home Parks				
	Private Commercial or Industrial Subdivisions (Lewiston only)				
	PUD (Auburn only)	✓			
<b>A jpeg or pdf of the proposed site plan</b>		✓			
<b>Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving</b>					

**Colonial Ridge, LLC  
P.O. Box 1150  
Auburn, ME 04211-1150**

To Whom It May Concern:

The signature below authorizes Stoneybrook Consultants, Inc. to act as the applicant's agent in the processing of the enclosed application.



---

for Colonial Ridge, LLC, applicant

*Kevin Dean*

---

(print name, title)

*Manager, Member*

## Section 2

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Right, Title Interest




**QUITCLAIM DEED WITH COVENANT**


**RealVest Commercial Properties**, a Maine Corporation with a place of business in Auburn, County of Androscoggin, State of Maine, for consideration paid, grants to **Ja-Lynne Associates, LLC**, a Maine Limited Liability Company with a place of business in Lewiston, County of Androscoggin, State of Maine, with **Quitclaim Covenants**, a certain lot or parcel of land with any buildings situated thereon, located in **Auburn**, County of **Androscoggin**, and State of **Maine**, as more fully described in Exhibit "A" attached hereto and made a part hereof.

**In Witness Whereof**, the undersigned has hereunto set its hand and seal effective this 3<sup>rd</sup> day of February, 2004.

Witness:



**RealVest Commercial Properties**

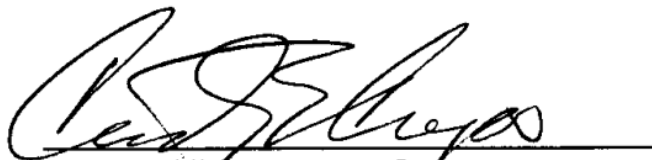
By:   
Albert F. Sargent  
Its President

STATE OF MAINE  
ANDROSCOGGIN, SS.

February 3, 2004

Personally appeared the above-named **Albert F. Sargent** in his capacity as President of **RealVest Commercial Properties** and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of RealVest Commercial Properties.

Before me,



Notary Public/Attorney-At-Law  
Print Name: \_\_\_\_\_

My Commission Expires: Cindy E. Creps, Notary Public  
State of Maine  
My Commission Expires 05/13/2007



MAINE REAL ESTATE  
TRANSFER TAX PAID

## EXHIBIT "A"

Commencing on the southerly side of the East Hardscrabble Road at a point six hundred (600) feet westerly from the westerly side of Washington Street Southbound; thence southerly at a right angle three hundred (300) feet to a point; thence westerly at a right angle two hundred (200) feet, more or less, to a point; thence southerly at a right angle five hundred twenty-five (525) feet, more or less, to the northerly line of the land of the Maine Turnpike Authority, at a point which is nine hundred and forty (940) feet westerly from the angle in said line next westerly of Washington Street Southbound; thence five hundred (500) feet westerly, more or less, to said angle, a distance erroneously referred to in previous deeds as nine hundred forty (940) feet; thence northerly a distance of eleven hundred eighty (1180) feet, more or less, to a point on the southerly line of the East Hardscrabble Road which is one thousand forty-two (1,042) feet westerly from the point of beginning; thence easterly by said road one thousand forty-two (1,042) feet to the point of beginning.

Being the same premises as conveyed to Waldokelleystehlecarrigg, Inc. now known as Mid-State Business School Corporation by warranty deed of Mid-State Business School, Inc. (formerly Auburn Maine School of Commerce) dated May 27, 1982, recorded in the Androscoggin County Registry of Deeds in Book 1577, Page 190. Also being the same premises described in a Quitclaim Deed with Covenant from Banknorth, N.A. to RealVest Commercial Properties dated December 30, 2003 recorded in the Androscoggin County Registry of Deeds at Book 5761, Page 160.

This conveyance is subject to the following:

- (1) Mortgage Deed, Security Agreement, and Financing Statement from RealVest Commercial Properties to Banknorth, N.A. dated December 30, 2004 recorded in the Androscoggin County Registry of Deeds at Book 5761, Page 161;
- (2) UCC-1 Financing Statement naming RealVest Commercial Properties as Debtor and Banknorth, N.A. as Secured Party recorded in the Androscoggin County Registry of Deeds at Book 5761, Page 181;
- (3) Collateral Assignment of Leases and Rentals (Lessor's Interest) from RealVest Commercial Properties to Banknorth, N.A. dated December 30, 2003 recorded in the Androscoggin County Registry of Deeds at Book 5761, Page 211; and
- (4) Collateral Assignment of Lease (Lessee's Interest) from Ja-Lynne Associates, LLC to Banknorth, N.A. dated December 30, 2003 recorded in the Androscoggin County Registry of Deeds at Boo 5761, Page 218.

ANDROSCOGGIN COUNTY  
*Tina M. Chaurand*  
 REGISTER OF DEEDS

RELEASE DEED

Colonial Ridge, LLC f/k/a Ja-Lynne Associates, LLC, a Maine Limited Liability Company with a place of business in Auburn, County of Androscoggin and State of Maine, hereby releases to **The City of Auburn**, a body politic of Auburn, County of Androscoggin, and State of Maine, all of the Grantor's right, title, and interest in and to the fee to Harvest Hill Lane as depicted on Exhibit "A" attached hereto and made a part hereof and as more fully described on the Site and Subdivision Plan of Colonial Ridge Condominiums recorded in the Androscoggin County Registry of Deeds at Plan Book 44, Page 44 et seq.

NO MAINE R.E.  
TRANSFER TAX PAID

For Grantor's source of title *See* Quitclaim Deed with Covenant from RealVest Commercial Properties to Ja-Lynne Associates, LLC (n/k/a Colonial Ridge, LLC) dated February 3, 2004 recorded in the Androscoggin County Registry of Deeds at Book 5808, Page 19, and Warranty Deed from Deanna L. Zaroni and Carlo M. Zaroni to Ja-Lynne Associates, LLC (n/k/a Colonial Ridge, LLC) dated May 7, 2004 recorded in said Registry of Deeds in Book 5912, Page 73.

This conveyance of the above-described land is made subject to, and is benefitted by, easements, conditions, and restrictions as more fully described in the Plats and Plans of Colonial Ridge Condominiums recorded in the Androscoggin County Registry of Deeds at Plan Book 44, Page 44, et seq.

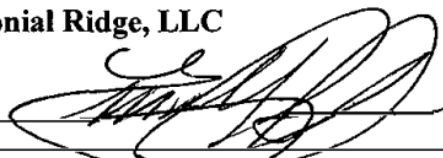
**In Witness Whereof**, the undersigned has hereunto set its hand and seal effective this

11<sup>th</sup> day of April, 2007.

Witness:

Susan Stukas

Colonial Ridge, LLC

By:   
Emile L. Clavel, Its Member/Manager

STATE OF MAINE  
ANDROSCOGGIN, SS.

April 11, 2007

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

Before me,

*Kristen Joseph*

Notary Public/Attorney-At-Law

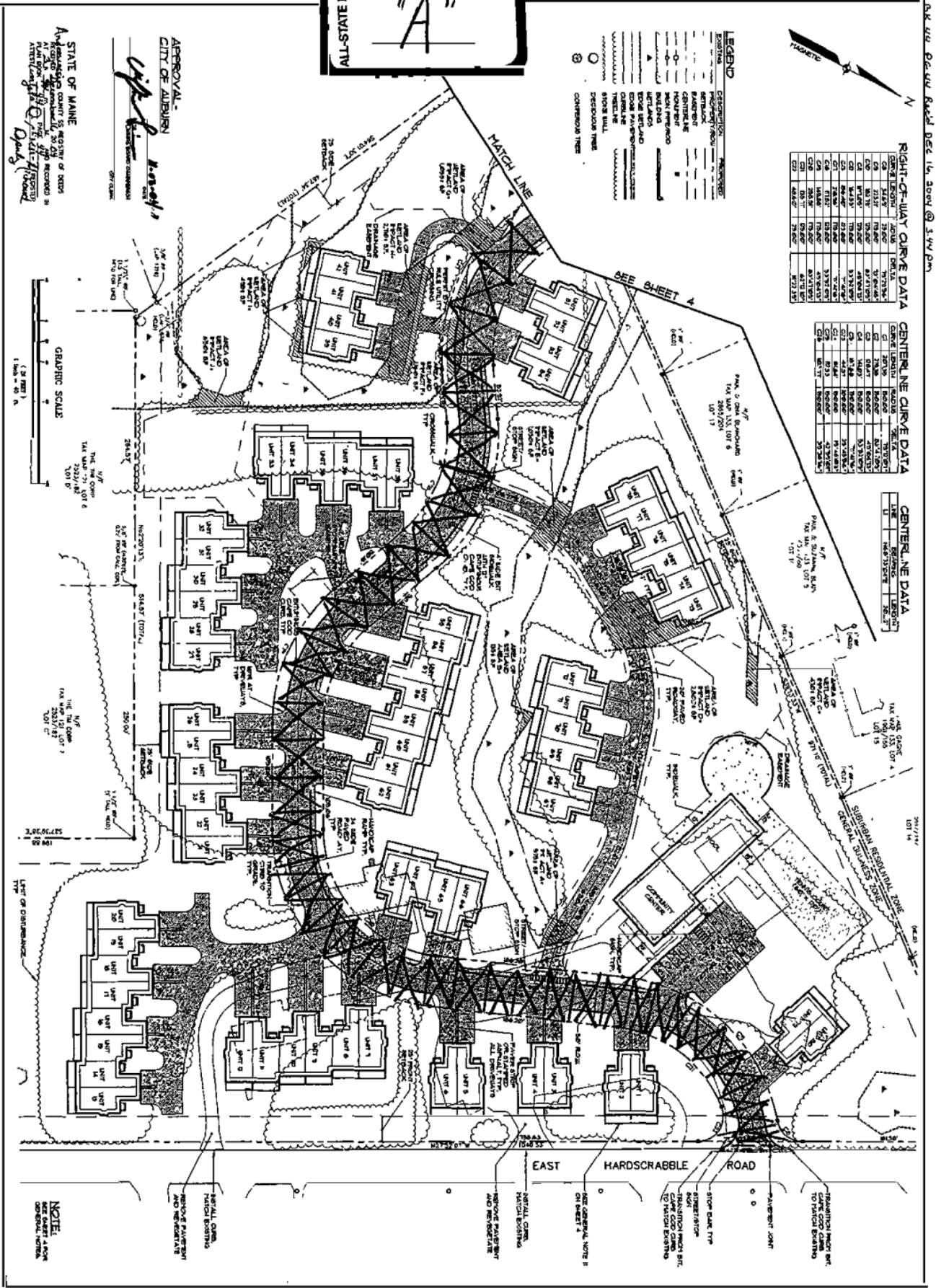
Print Name: Kristen Joseph

My Commission Expires: 2/5/11

**SEAL**

KRISTEN LEE JOSEPH  
NOTARY PUBLIC  
STATE OF MAINE  
My Commission Expires Feb. 5, 2011

ALL-STATE LEGAL  
EXHIBIT  
"A"



**RIGHT-OF-WAY CURVE DATA**

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ARC BEARING
1+00.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+10.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+20.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+30.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+40.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+50.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+60.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+70.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+80.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+90.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
2+00.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"

**CENTERLINE CURVE DATA**

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ARC BEARING
1+00.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+10.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+20.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+30.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+40.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+50.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+60.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+70.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+80.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+90.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
2+00.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"

**CENTERLINE CURVE DATA**

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ARC BEARING
1+00.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+10.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+20.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+30.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+40.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+50.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+60.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+70.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+80.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
1+90.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"
2+00.00	N 75° 00' 00" E	100.00	100.00	75° 00' 00"

STATE OF MAINE  
APPROVAL  
CITY OF AUBURN  
APPROVAL  
SEBAGO TECHNICS  
177 MAIN STREET  
LEWISTON, ME 04240

GRAPHIC SCALE  
1" = 20' 0"

NOTE:  
REVISIONS FROM  
GENERAL NOTES

**SITE & SUBDIVISION PLAN**  
**COLONIAL RIDGE CONDOMINIUMS**  
EAST HARDCRABBLE ROAD  
LEWISTON, MAINE  
FOR RECORD DRAWING  
**COLONIAL RIDGE, LLC**  
177 MAIN STREET  
LEWISTON, ME 04240

**Sebago Technics**  
Engineering Experts You Can Rely On  
177 Main Street  
Lewiston, ME 04240  
Tel: (207) 886-0177

PROJECT NO. FIELD BOOK DESIGN CADD DRAWN  
04226 SAO DOR JLR

REV.	DATE	DESCRIPTION
1	08-08-04	ISSUED TO CITY FOR REVIEW
2	08-28-04	ISSUED TO CITY FOR REVIEW
3	07-21-04	ISSUED TO CITY FOR REVIEW
4	07-09-04	ISSUED TO CITY FOR REVIEW
5	11-11-03	ISSUED TO CITY FOR REVIEW

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR UNAUTHORIZED, SHALL BE AT THE USER'S SOLE RISK AND WHOLLY LIABILITY TO SEBAGO TECHNICS, INC.

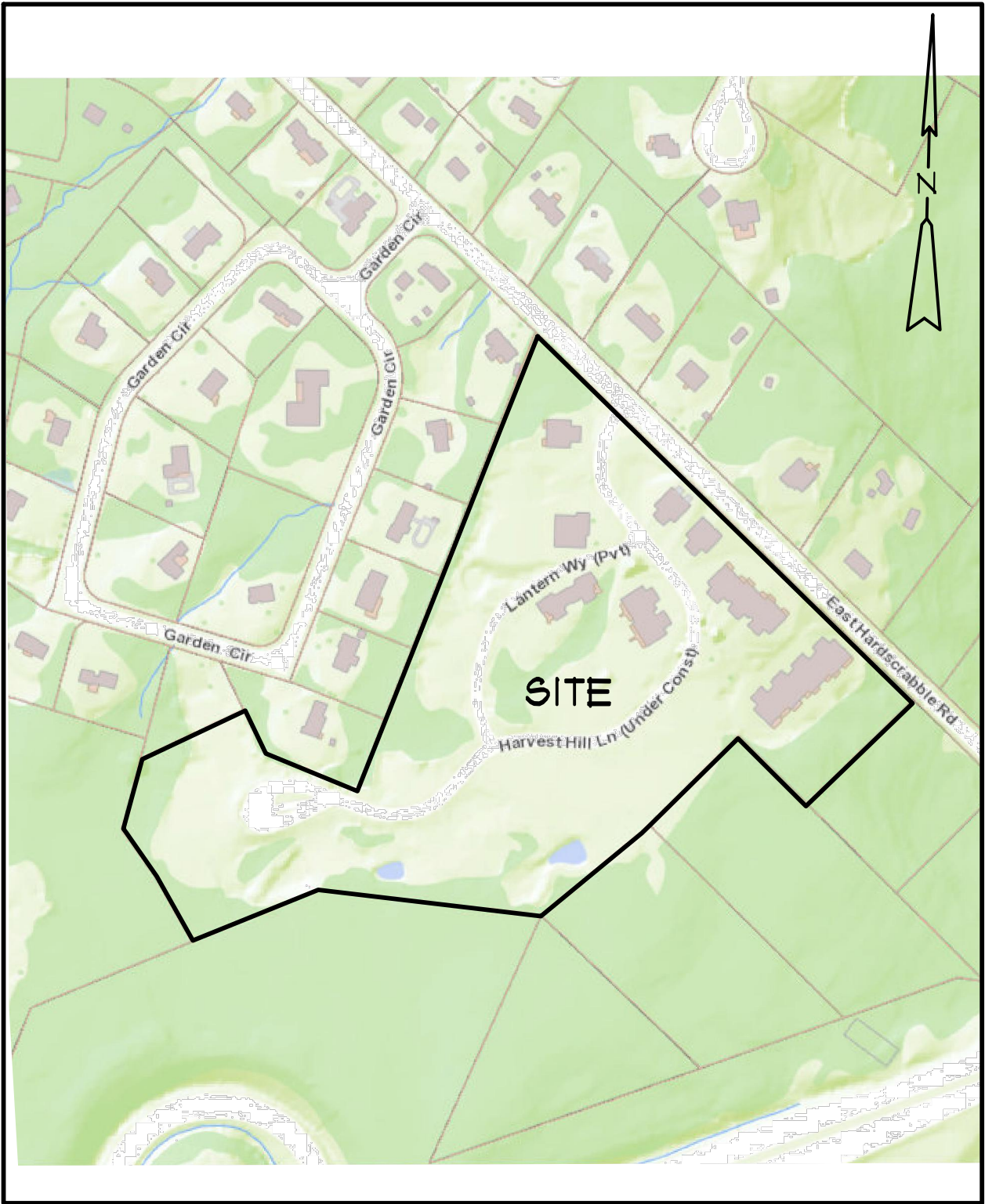
10-22-04



## Section 3

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### Project Maps



## TAX MAP

COLONIAL RIDGE FUD-LOTS  
OWNER: COLONIAL RIDGE, LLC  
SCALE: 1" = 300'  
DATE OF GRAPHIC: MAY 16, 2016  
SOURCE: CITY OF AUBURN GIS  
PUBLICATION DATE: 2016

Stoneybrook  
Consultants, Inc.



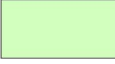






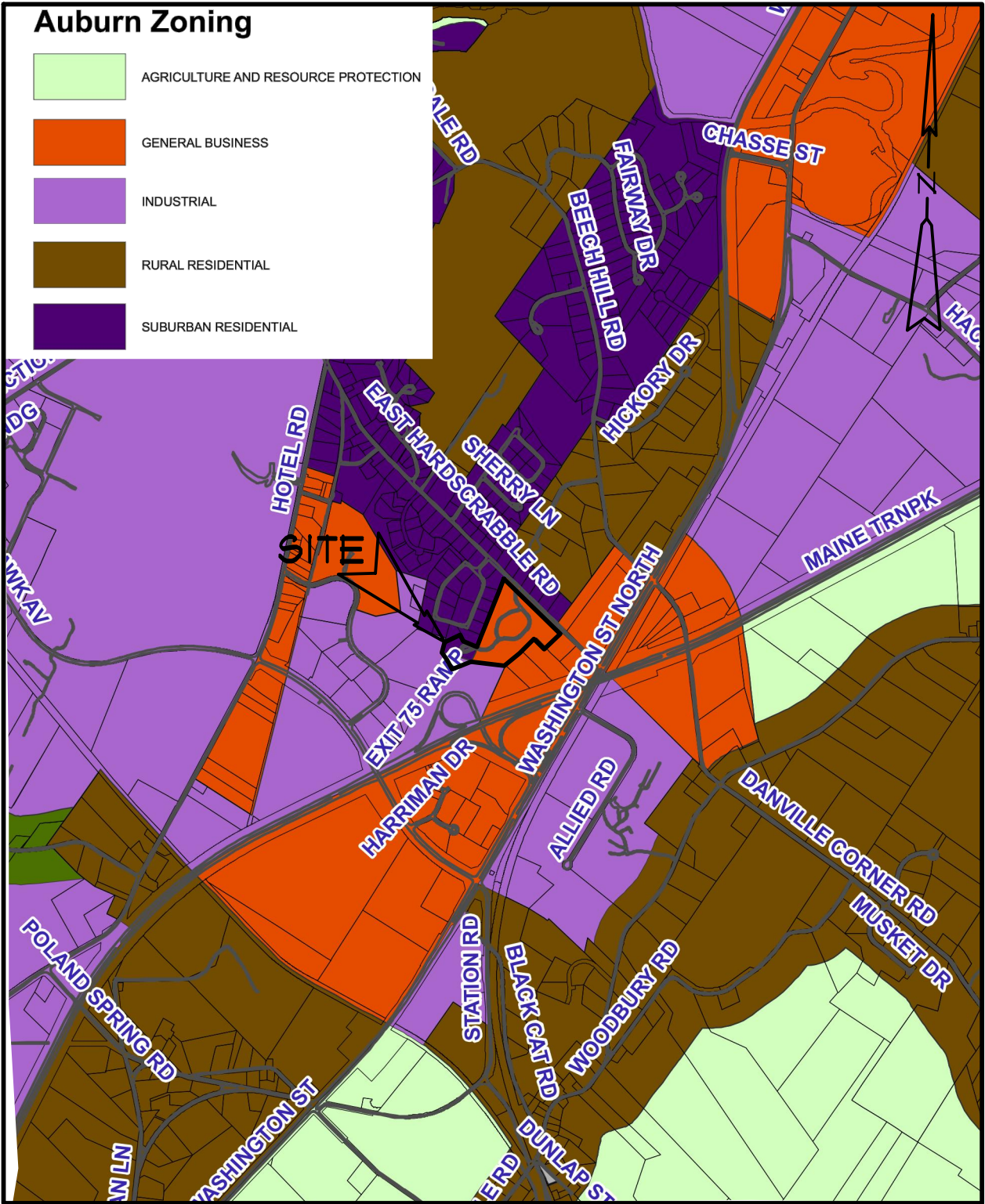
# FLOOD MAP

COLONIAL RIDGE PUD-LOTS  
 OWNER: COLONIAL RIDGE, LLC  
 SCALE: 1" = 500'  
 DATE OF GRAPHIC: MAY 16, 2016  
 SOURCE: FEMA FLOOD INSURANCE RATE MAP  
 PUBLICATION DATE: JULY 8, 2013

*Stoneybrook*  
 Consultants, Inc.

## Auburn Zoning

	AGRICULTURE AND RESOURCE PROTECTION
	GENERAL BUSINESS
	INDUSTRIAL
	RURAL RESIDENTIAL
	SUBURBAN RESIDENTIAL



## ZONING MAP

COLONIAL RIDGE PUD-LOTS  
 OWNER: COLONIAL RIDGE, LLC  
 SCALE: 1" = 500'  
 DATE OF GRAPHIC: MAY 16, 2016  
 SOURCE: CITY OF AUBURN ZONING MAP  
 PUBLICATION DATE: 2009

Stoneybrook  
 Consultants, Inc.

## Section 4

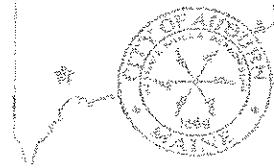
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### Prior Approvals

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Office of Planning & Permitting



Danielle D. Betts, P.E.  
Sebago Technics, Inc.  
One Chabot St., P.O. Box 1339  
Westbrook, ME 04098-1339

Re: Final Major Subdivision / Condominium Plan of Colonial Ridge (an 80 unit R-PUD) located on East Hardscrabble Road at the former site of Maine Mid-State Community College pursuant to Chapter 29, section 7.3.C

Date: December 10, 2004

The Auburn Planning Board has reviewed the proposed final Subdivision / PUD Review for Colonial Ridge; an eighty (80) unit single-family condominium development located on East Hardscrabble Road, at the former site of Maine Mid State College, pursuant to Chapter 23, Subdivision Ordinance and Section 3.51 of Chapter 29. The Auburn Planning Board has determined that the proposed subdivision / R-PUD plan is consistent with this zoning classification and meets or exceeds all dimensional standards of the district (other than where waivers are being requested). The proposed subdivision is consistent with and will not alter the essential characteristics of the neighborhood and will not tend to depreciate the value of the property adjoining and neighboring the property under application. Therefore, Staff recommends that the Planning Board approve the final Subdivision / PUD Review for Colonial Ridge, a eighty (80) unit Residential Planned Unit Development (R-PUD), and further recommends approving the requested waiver to increase the length of the proposed cul-de-sac as illustrated on the development plans. The Planning Board approves the Colonial Ridge Planned Unit Development with the following conditions:

A. Buildings shall be numbered prior to the issuance of an Occupancy Permit for each unit. Duplicate numbers will not be allowed.

- B. The buildings must meet or exceed current national Fire Protection Association Codes, American Insurance Association Fire Prevention Code and conform to local ordinances and state regulations.
- C. The applicant must comply with Chapter 32, Sections 8 & 9, of city ordinances, regarding construction inspection and performance guarantees.
- D. Prior to the release of the required Letter of Credit / Performance Bond the applicant shall submit an "as built" plan and a copy of the plans on a diskette.
- E. The applicant shall provide a copy of the wetlands mapping and survey data for the cross-country run from Garden Circle to the existing public sewer in the construction / permitting documents.
- F. An additional 8" main line valve shall also be added on Harvest Hill Lane southerly of Lantern Way in the construction / permitting documents.
- G. Provide a revised drawing of the water distribution system if sprinkler service lines are added in the construction / permitting documents.
- H. The cul-de-sac as designed will not work for the Highway Division without widening the pavement to the outside in the 37.5' centerline radius section. The outside curb line radius needs to be around 58', leaving the inside curb line where it is. The Department will work with the engineering consultant on an acceptable design in the construction / permitting documents.
- I. The construction / permitting documents shall include a handicap ramp at the crosswalk just before the cul-de-sac.
- J. There is concern that some of the white birches proposed for the entrance landscaping at East Hardscrabble may interfere with sight distance. The final location should be determined in the field at the time of planting.
- K. At the proposed stop sign location, shown on sheet 3, there should be included a "No Outlet" on the reverse side.
- L. The applicants have submitted the required homeowner's association documents, which are being reviewed by Staff and the City's attorney. Prior to the issuance of any Occupancy Permits, for any of the proposed units, the developer shall make all revisions to documents as required by Staff and/or the City's attorney.

M. Refuse and recycling removal for the entire development shall be the sole responsibility of the Colonial Ridge Homeowner's Association.

N. The proposal includes decorative street light fixtures through-out the proposal. A number of these fixtures are located within the Harvest Hill Lane right-of-way (R.O.W.). The City will maintain the fixtures within the right-of-way (R.O.W.) but the cost of said maintenance will be the responsibility of the Colonial Ridge Homeowner's Association. All decorative street lights outside of the right-of-way (R.O.W.) shall be owned and maintained by the Colonial Ridge Homeowner's Association.

O. Plan approval is also conditioned upon compliance by the applicant with the plans and specifications which have been received by the Planning Board in connection with the development proposal as well as any oral commitments regarding the project which were specifically made by the applicant to the Planning Board in the course of its deliberations.

Sincerely,

A handwritten signature in black ink, appearing to read "David C.M. Galbraith", written over a horizontal line.

David C.M. Galbraith  
City Planner

T



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE HOUSE STATION 17      AUGUSTA, MAINE 04333

DEPARTMENT ORDER  
IN THE MATTER OF

COLONIAL RIDGE, LLC  
Auburn, Androscoggin County  
CONDOMINIUM DEVELOPMENT  
L-22125-TD-A-N (approval)

) NATURAL RESOURCES PROTECTION ACT  
) FRESHWATER WETLAND ALTERATION  
) WATER QUALITY CERTIFICATION  
) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A *et seq.* and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of COLONIAL RIDGE, LLC with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to construct Colonial Ridge Condominiums, which consists of 80 residential units arranged in duplexes and 4,6, and 8-unit buildings with associated roadway and utility infrastructure. The development includes one single-family lot. The applicant proposes to fill 19,880 square feet of freshwater wetland to complete the project. The project site is located off East Hardscrabble Road in the City of Auburn.

The project is being reviewed by the City of Auburn under its delegated authority pursuant to 38 M.R.S.A. Section 489-A.

B. Current Use of the Site: The front portion of the site is currently developed with buildings and parking associated with the former Mid-State College campus. The remainder of the site is undeveloped field and woodland.

2. WATER QUALITY CONSIDERATIONS:

The applicant submitted an erosion control plan as part of the application. The erosion control plan identifies all on-site wetlands as critical areas and identifies additional erosion control measures for the winter construction period, defined as November 1 through April 15.

The Department finds that the proposed project will not violate any state water quality law including those governing the classifications of the State's waters.

3. HABITAT CONSIDERATIONS:

Based on Geographic Information System data provided by the Maine Department of Inland Fisheries and Wildlife and the Maine Natural Areas Program, there are no Essential or Significant Wildlife Habitats or rare or unique botanical features at the project site.

4. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant submitted a Wetland Delineation Report, last revised May 2004, prepared by Jones Associates that describes four wetland areas on the project site. The applicant proposes to impact 19,880 square feet of forested and scrub shrub freshwater wetland associated with the access road, parking and condominium units. The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require that the applicant meet the following standards:

A. Avoidance and Minimization: No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. In addition, the amount of wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. Each application for a Tier 2 Freshwater Wetland Alteration permit must provide an analysis of alternatives and a discussion of avoidance and minimization efforts. The applicant submitted an alternative analysis for the proposed project, and provided additional avoidance and minimization information in response to Department comments.

The applicant considered alternative designs including larger multi-unit buildings and smaller buildings with fewer units. The proposed project represents fewer units and less wetland impact than initially proposed. The design was adjusted to reduce wetland impacts by decreasing the space between units, reducing yard sizes, and constructing fewer buildings with more units.

The applicant considered a through street from East Hardscrabble Road to Garden Circle, which would have avoided the wetland impacts associated with the cul-de-sac. The design changed to a cul-de-sac as a result of discussions with the City and abutting property owners. The road width and cul-de-sac design is based on City planning requirements. The applicant requested a waiver for reduced road width, and the request was denied. The applicant was granted a waiver to reduce the turning radius of the cul de sac to reduce additional wetland impacts. The reduced dimensions are reflected in the proposed design.

The Department finds that the applicant has avoided and minimized wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.



B. Compensation: Compensation was not required for this project based on Chapter 310, Section C(6) which states that neither a functional assessment nor compensation is required for alteration of less than 20,000 square feet of freshwater wetland not of special significance, provided that the activity will have only a minimal effect on freshwater wetland functions and values.

5. OTHER CONSIDERATIONS:

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of COLONIAL RIDGE, LLC to fill freshwater wetlands as described above, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. The applicant shall notify the Department within 7 days of the start of construction.
4. Any other wetland alteration on the project site, including the single family lot, shall require Department review and approval.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 7<sup>TH</sup> DAY OF January, 2005.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

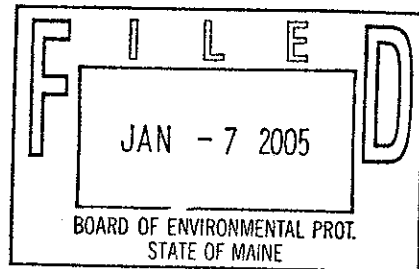
By:   
 DAWN R. GALLAGHER, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

Date of initial receipt of application    October 18, 2004

Date of application acceptance            November 8, 2004

Date filed with Board of Environmental Protection  
KH/ATS53360/L22125AN



NATURAL RESOURCE PROTECTION ACT (NRPA)  
STANDARD CONDITIONS

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. **Approval of Variations From Plans.** The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. **Compliance With All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. **Erosion Control.** The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. **Compliance With Conditions.** Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. **Initiation of Activity Within Two Years.** If construction or operation of the activity is not begun within two years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits shall state the reasons why the applicant will be able to begin the activity within two years from the granting of a new permit, if so granted. Reapplications for permits may include information submitted in the initial application by reference.
- F. **Reexamination After Five Years.** If the approved activity is not completed within five years from the date of the granting of a permit, the Board may reexamine its permit approval and impose additional terms or conditions to respond to significant changes in circumstances which may have occurred during the five-year period.
- G. **No Construction Equipment Below High Water.** No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- H. **Permit Included In Contract Bids.** A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- I. **Permit Shown To Contractor.** Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

Revised (4/92)

DEP LW0428



# DEP INFORMATION SHEET

## Appealing a Commissioner's Licensing Decision

Dated: May 2004

Contact: (207) 287-2811

### SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) in an administrative process before the Board of Environmental Protection (Board); or (2) in a judicial process before Maine's Superior Court. This INFORMATION SHEET, in conjunction with consulting statutory and regulatory provisions referred to herein, can help aggrieved persons with understanding their rights and obligations in filing an administrative or judicial appeal.

### I. ADMINISTRATIVE APPEALS TO THE BOARD

#### LEGAL REFERENCES

DEP's *General Laws*, 38 M.R.S.A. § 341-D(4), and its *Rules Concerning the Processing of Applications and Other Administrative Matters* (Chapter 2), 06-096 CMR 2.24 (April 1, 2003).

#### HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written notice of appeal within 30 calendar days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days will be rejected.

#### HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner and the applicant a copy of the documents. All the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

#### WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

The materials constituting an appeal must contain the following information at the time submitted:

1. *Aggrieved Status.* Standing to maintain an appeal requires the appellant to show they are particularly injured by the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JOHN ELIAS BALDACCI  
GOVERNOR

DAWN R. GALLAGHER  
COMMISSIONER

January 6, 2005

David Galbraith, City Planner  
Auburn Hall  
60 Court Street  
Auburn, ME 04210

RE: Colonial Ridge, LLC  
East Hardscrabble Road, Auburn, Maine  
DEP #L-22125-87-C-D

Dear Mr. Galbraith:

This letter is to inform you that the Department of Environmental Protection has received the Notification of Application Acceptance concerning the application of Colonial Ridge, LLC, regarding Colonial Ridge Condominiums off East Hardscrabble Road. The Department is satisfied that the notice provisions of 38 M.R.S.A. Section 489-A Subsection 8 for Municipal Review of Development have been satisfied, after-the-fact, by the City of Auburn and the applicant. Based upon its review of the notice and application, the Department will not be exercising jurisdiction over this application pursuant to 38 M.R.S.A. Section 489-A Subsection 9.

This determination of non-jurisdiction does not apply to any Natural Resources Protection Act (NRPA) issues that may relate to the proposed project. I am the project manager for the Tier 2 Freshwater Wetland Alteration Permit application (#L-22125-TD-A-N) associated with this project and expect that a decision will be issued by the end of this week.

The Department has also received, after-the-fact, a Notification of Final Action and a copy of the record of review and basis of decision by the City of Auburn.

If you have any questions concerning this, please call me at (207) 287-6733.

Sincerely,

Kristen Haley, Project Manager  
Division of Land Resource Regulation  
Bureau of Land and Water Quality

C: File

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769-2094  
(207) 764-0477 FAX: (207) 764-1507

## Section 5

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Association Documents - DRAFT

**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 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, 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.** All buildings on Lots shall be compatible in quality, material, and style with other buildings on Lots and with the units in the Colonial Ridge Condominium adjacent to the Real Estate (the "Condominium"). 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 Condominium. In no event shall a building exceed two stories and 35 feet in height. All residences located on the Lots may have an attached garage(s). All dwellings shall have a minimum of 1,500 square feet of living space on the ground floor. 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.

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. In addition, each Lot owner shall be responsible for any amounts required to be paid by Colonial Ridge Planned Unit Development Association, Inc. to Colonial Ridge Homeowner's Association, Inc. for damages, claims and repairs to Lantern Way. 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 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. 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, 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: \_\_\_\_\_  
Emile L. Clavet, 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:\_\_\_\_\_

## Filer Contact Cover Letter

To: Department of the Secretary of State  
Division of Corporations, UCC and Commissions  
101 State House Station  
Augusta, ME 04333-0101

Tel. (207) 624-7752

Name of Entity (s):

Colonial Ridge Planned Unit Development Association, Inc.

List type of filing(s) enclosed (i.e. Articles of Incorporation, Articles of Merger, Articles of Amendment, Certificate of Correction, etc.) Attach additional pages as needed.

Articles of Inc.

Special handling request(s): (check all that apply)

- Hold for pick up  
 Expedited filing - 24 hour service (\$50 additional filing fee per entity, per service)  
 Expedited filing - Immediate service (\$100 additional filing fee per entity, per service)

Total filing fee(s) enclosed: \$ 90.00

**Contact Information – questions regarding the above filing(s), please call or email:** (failure to provide a contact name and telephone number or email address will result in the return of the erroneous filing (s) by the Secretary of State's office)

Maureen E. Catalano

(Name of contact person)

207-376-3330

(Daytime telephone number)

catalano@bellfirmmaine.com

(Email address)

The enclosed filing(s) and fee(s) are submitted for filing. Please return the attested copy to the following address:

Maureen E. Catalano

(Name of attested recipient)

The Bell Firm, P.A.

(Firm or Company)

P.O. Box 1776

(Mailing Address)

Lewiston, ME 04241-1776

(City, State & Zip)



**FIFTH:** The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is 3.

The minimum number of directors (not less than 3) shall be 3 and the maximum number of directors shall be 5.

**SIXTH:** Members: ("X" one box only.)

- There shall be no members.
- There shall be one or more classes of members and the information required by 13-B MRSA §402 is attached.  
See Exhibit "B" attached.

**SEVENTH:** (Optional)  (Check if this article is to apply.)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

**EIGHTH:** (Optional)  (Check if this article is to apply.)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit \_\_\_\_\_ attached hereto and made a part hereof.

---

**Incorporators**

Dated May, 2016

\_\_\_\_\_  
(signature)

Street PO Box 1150  
(residence address)

Kevin B. Dean, Member  
(type or print name)

Auburn, Maine 04212-1150  
(city, state and zip code)

\_\_\_\_\_  
(signature)

Street \_\_\_\_\_  
(residence address)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
(city, state and zip code)

\_\_\_\_\_  
(signature)

Street \_\_\_\_\_  
(residence address)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
(city, state and zip code)

**For Corporate Incorporators\***

Name of Corporate Incorporator \_\_\_\_\_

By \_\_\_\_\_  
(signature of officer)

Street \_\_\_\_\_  
(principal business location)

\_\_\_\_\_  
(type or print name and capacity)

\_\_\_\_\_  
(city, state and zip code)

Name of Corporate Incorporator \_\_\_\_\_

By \_\_\_\_\_  
(signature of officer)

Street \_\_\_\_\_  
(principal business location)

\_\_\_\_\_  
(type or print name and capacity)

\_\_\_\_\_  
(city, state and zip code)

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**\*Articles are to be executed as follows:**

If a corporation is an incorporator (13-B MRSA §401), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

**Secretary of State  
Division of Corporations, UCC and Commissions  
101 State House Station  
Augusta, ME 04333-0101  
Telephone Inquiries: (207) 624-7752**

Email Inquiries: [CEC.Corporations@Maine.gov](mailto:CEC.Corporations@Maine.gov)

**EXHIBIT A**  
**ARTICLES OF INCORPORATION OF**  
**COLONIAL RIDGE PLANNED UNIT DEVELOPMENT ASSOCIATION, INC.**

**ITEM SECOND:**

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").



**EXHIBIT B**  
**ARTICLES OF INCORPORATION OF**  
**COLONIAL RIDGE PLANNED UNIT DEVELOPMENT ASSOCIATION, INC.**

**ITEM SIXTH:**

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.

It is specifically intended that all owners of Lots on the Plan shall be members of the Association.

# 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 Homeowners’ Association, Inc. shall be obligated to pay a proportionate share of any and all expenses relating to maintenance and repairs to the detention ponds based on the number of Units in the Colonial Ridge Condominium in relation to all Units in the Colonial Ridge Condominium plus all Lots in the Colonial Ridge Planned Unit Development.

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.

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 Robert 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: Robert 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

\_\_\_\_\_  
\_\_\_\_\_, Director

**Colonial Ridge, LLC**, Member

By: \_\_\_\_\_  
Emile L. Clavet, Member

## Section 6

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### Prior Recorded Plans

## Section 7

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### Current Plan