

**DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS
DOUGLAS RIDGE SUBDIVISION
BRUNSWICK MAINE**

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, DOUGLAS RIDGE, LLC (hereinafter referred to as “Developer”) is the owner of certain real estate situated off Hacker Road in Brunswick, Maine, which premises were conveyed to Douglas Ridge, LLC by deed of Robert Muller and Judith Muller dated _____ and recorded in Book _____, Page _____ of the Cumberland County Registry of Deeds; and

WHEREAS, a part of the above-referenced premises have been subdivided as shown on Plan of Douglas Ridge Subdivision, Brunswick, Maine dated _____ and recorded in Plan Book _____, Pages _____ of the Cumberland County Registry of Deeds;

WHEREAS, Developer desires to insure that the numbered lots 1 through 17 shown on said plan shall be developed in an attractive and compatible manner for residential uses so as to enhance the purchasers’ enjoyment of their property and the value thereof; and

WHEREAS, Developer desires to insure that the development of said lots shall be accomplished so as to minimize the impact on the surrounding environment; and

WHEREAS, to accomplish the foregoing Developer intends to impose certain restrictions on the development and use of said lots.

NOW, THEREFORE, all of the numbered lots 1 through 17 shown on said plan shall be subject to and benefited by the following restrictions which shall be deemed to run with the land, which restrictions may be entered by us as long as Developer owns any of the numbered lots and by the owners of any of the numbered lots, intending hereby to create a common scheme of restrictions for the benefit of all said lots:

1. **Land Use and Building Type; Number of Dwellings:** No Dwelling or structure shall be erected, re-erected or maintained except in accordance with this Declaration. No dwelling accessory building shall be used for rental purposes separate from the dwelling. Each residential lot shall only be used for no more than one single family dwelling provided, however, that the Association may utilize any property conveyed to it by Declarant for recreational and recreational-related facilities, subject to the receipt of all required local, state and federal permits and approvals with respect thereto.
2. **Private Recreational Facilities:** No recreational amenities, including but not limited to swimming pools, tennis courts, hot tubs, whirlpools, sand boxes, swing sets or jungle gyms shall be erected, constructed or placed on any residential lot within the properties, except where such amenities are incorporated into the approved design of the lot by the Design Review Committee.
3. **Minimum Living Area:** All dwellings constructed on the Property shall contain a

minimum of 1500 square feet of living area, exclusive of basements, garages and associated dwelling accessory structures. No construction plans shall be approved unless the proposed dwelling shall include this minimum living area.

4. **Maximum Living Area:** All dwellings constructed on the Property shall contain a maximum of 2400 square feet of living area, exclusive of basements, garages and associated structures.

5. **Building Height:** No new dwelling shall be erected which is more than thirty-five (35) feet in height or whose roof line extends above the tree canopy, whichever is lesser. No dwelling accessory building shall exceed twenty-five (25) feet in height. Height shall be measured as provided in the Brunswick Zoning Ordinance. Pre-existing dwellings and other buildings may be rehabilitated and restored in accordance with their original size, scale and appearance. All construction shall be in accordance with all applicable ordinances of the Town of Brunswick, Maine.

6. **Dwelling Quality:** It is the intention and purpose of these covenants to ensure that all dwellings shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other dwellings within the development. All dwellings shall be constructed in accordance with applicable government building, safety and other codes, and the Design Guidelines of the Design Review Committee. Declarant shall, as part of the design and construction approval process, have the right to approve or disapprove the general contractor, for any construction project.

7. **Location of Dwellings and Structures:** To assure that buildings and other structures will be located so that desirable view, privacy and breeze will be available to the largest number of buildings or structures built within the properties and that structures will be located with regard to the topography of the properties taking into consideration the location of large trees, structures previously built or approved and other aesthetic and environmental considerations, all dwellings, accessory buildings and other improvements constructed on any Lot shall be located within the building windows shown on the lots of the Subdivision Plan.

8. **Solar Access:** No planting of trees, or construction of obstacles blocking the sun rays falling on the originally installed house and/or garage roof solar arrays are permitted.

9. **Parking; Automobiles, Boats and Other Vehicles:** The following parking and vehicle restrictions shall apply within the Property:

(a) No owner or resident of a Lot shall park, store or keep any vehicle which is otherwise permitted to be parked within the Property pursuant to his Declaration except wholly within the garage or driveway of the owners/residents home and further provided that any vehicle or boat stored within the Property shall be stored within the garage or other permitted accessory building within the Property with no outdoor storage permitted.

(b) On-street parking shall occur only in areas designated for such use and intended for turnover parking where parking needs cannot be accommodated on any Lot or designated Common Areas. Guests of a Lot owner may park in designated on-

street spaces for no more than forty eight (48) consecutive hours without the express written approval of the Association.

- (c) Off-street parking outside of the Lots shall occur only as specifically permitted by the Association in writing.
- (d) This section shall preclude the parking of service or delivery vehicles delivering to or servicing the Lots, unless in connection with business being conducted on a Lot.
- (e) No Owner or Resident shall repair or restore any motor vehicle, boat, trailer or other vehicle upon any portion of any Lot or upon the Common Areas, except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.
- (f) For purpose of this section, "private passenger vehicle" shall mean a legally registered and inspected vehicle used primarily for passenger transportation for residents and which can be enclosed within the resident's garage. "Private passenger vehicle" shall not include any of the following:
 - (i) Vehicles originally constructed (or subsequently altered) so as to be equipped for human habitation or to which a camper shell or other similar addition has been attached;
 - (ii) Vehicles which are primarily stored (as opposed to primarily operated as a passenger vehicle), such as vehicles damaged or missing parts, or vehicles not currently registered in accordance with the Maine Motor Vehicle laws and regulations; or
 - (iii) Work vehicles with bins, ladders, ladder racks, or equipment visible to passers-by.

10. **Driveways:** All plans and specifications for driveways, culverts, pavement edging and markers shall be approved in writing by Declarant.

11. **Home Occupations:** No home occupation or profession which involves the generation of traffic, including customer vehicles and/or delivery vehicles, shall be conducted in any dwelling or dwelling accessory building unless approved by the Declarant or the Association in writing.

12. **Temporary Structures:** No trailer, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be in close proximity to the dwelling and in a location approved by Declarant or the Association and such buildings or structures shall be removed upon completion of construction.

13. **Completion of Construction:**

- (a) Construction of dwellings and, dwelling accessory buildings shall commence within one (1) year of the date the lot is sold/transferred by Declarant or when a building permit is granted by the Town of Brunswick whichever date shall later occur.
- (b) Septic System: Contractor must install an approved pre-treatment storage and septic tank with a pressure pump connected to the central septic pressure line for the lot. All tanks and pumps must be equal to or better than that specified by the Declarant or Association.
- (c) Wells: Each contractor must install a well by an approved and qualified well driller.
 - (i) Some wells require special consideration and as approved by the Department of Human Services. These wells generally fall within a 300 ft. set back from the community septic field and require a larger bore hole, with hydraulic grout.
 - (ii) Contractor must provide potable water without any significant or major water treatment. If treatment is required, contractor must provide a treatment system to ensure high quality potable water.
- (d) Upon sale of any numbered lot to a building contractor for the purpose of constructing a home thereon, such building contractor shall submit its building permit application to the Town of Brunswick within ninety (90) days after closing on such sale. Any construction undertaken shall be continued with diligence toward the completion thereof and the exterior construction of any dwelling and dwelling accessory buildings shall be completed within one (1) year of the date on which construction (including excavation) commences excepting fires, natural disasters and other matters beyond owner's control.
- (e) Dwellings and other dwelling accessory buildings may not be temporarily or permanently occupied until the exteriors thereof have been completed. Substantially all of the landscaping shown in plans submitted to and approved by Declarant or the Design Review Committee must be completed within ninety (90) days of completion of exterior construction unless Declarant approves an extension of such ninety (90) day period. Only one ninety (90) day extension shall be granted and all landscaping shown on said plans must be completed by the end of the extension.
- (f) As a condition of approval of proposed plans for all structures, a bond may be required by Declarant which guarantees payment of the contractor's estimated cost of installation to implement the plan, including landscape, as submitted to and approved by Declarant in writing.

14. **Signs:** Except during the initial sales phase of the Lots, or as may be waived by Declarant, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, or for sale or for rent signs, shall be erected or maintained on the residential lots, and except signs which comply with the

requirements of the Douglas Ridge Sign Guidelines. Dwelling identification signage is limited to one sign no larger than 6" x 18" mounted on the dwelling, by or on the door or near the driveway entrance to the Lot.

15. **Trees:** Unless located within twenty (20) feet of a dwelling or dwelling accessory building or within twenty (20) feet of the approved site for such building, no trees measuring four (4) inches or more in diameter at breast height may be removed without written approval from the Design Review Committee. No trees planted by the Declarant may be removed without the express written approval of the Declarant or the Association. In the event of a violation hereof, a special fine of \$2000 per tree removed may be levied by the Declarant or the Association, as the case may be, against the responsible owner and said owner shall, to the extent practical, plant a new tree or trees of the same or different species in approximately the same location as the tree or trees wrongfully removed. Should said owner fail to replace such tree or trees, the Declarant or the Association, in addition to levying such fine, shall have the right to enter upon the property and plant a new tree or trees of the same location as the tree or trees wrongfully removed at a cost to be paid by the owner. Fines or charges pursuant to this Section shall be collected and enforced as set forth in the Lot Owner's Association By-Laws.

16. **Utility Lines:** All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the properties shall be installed in compliance with all applicable federal, state and local requirements, the Design Guidelines and with the consent of Declarant. All utility lines shall be maintained by the Declarant until Declarant shall turn them over to the Association, at which time the Association will have sole responsibility for maintaining the utility lines in the common areas. Declarant and/or the Association shall have access to each of the lots for purposes of maintaining utility lines, including irrigation lines, sewer lines and similar utilities installed for the benefit of a particular Lot.

17. **Maintenance of Lots:** All lots and all improvements on the lots shall be kept and maintained by the owner thereof in clean, safe, attractive and pleasant condition and in good repair, subject to the rights of the Declarant and/or the Association to provide such maintenance services consistent with this Declaration, and the Association contracts and budgets.

18. **No Noxious of Offensive Activity:** No offensive or noxious activity shall be carried on upon the properties. "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior which is inconsistent with both the reasonable pleasurable use of the properties by owners, their lessees and guests and their reasonable expectations of vacationing, year-round living, studying, working, recreating, or enjoying sports free of excessive noise grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, offensive displays of public sexuality, significantly loud electronic music distractions, or other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the properties by others who are not participating in such offensive or noxious activity. Athletic events, concerts, festivals, competitions or shows primarily for the use and enjoyment of the properties by owners and their guests, conducted under permit from Declarant or the Association, as the case may be, shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by Declarant or the

Association, or its terms and conditions violated.

19. **No Hazardous Activities:** No activities shall be conducted on the properties and no improvements constructed on the properties which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the properties and no open fires shall be lighted or permitted on the properties except within a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed fireplace.

20. **No Unsightliness:** No Unsightliness shall be permitted upon the properties. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, objects or conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) no motor vehicles shall be constructed, reconstructed, repaired or abandoned upon the properties except in an enclosed garage or work space; (c) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the properties; (d) refuse, garbage or trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (e) hanging, drying or airing of clothing or household fabrics shall not be permitted on the properties, except for clothing lines set back into the back yards and garage doors shall not be left open for extended periods of time.

21. **Restrictions on Animals:** Usual and ordinary domestic pets may be kept on the properties, provided that dogs shall be leashed in accordance with Brunswick Ordinances and no dog runs or pens shall be maintained in the area between the dwelling and the adjacent roadway. Lot owners shall be responsible to control their domestic pets so as to prevent excessive noise being emitted from such domestic pets.

22. **No Annoying Lights, Sounds or Odors:** No light shall be emitted from any portion of the properties which is unreasonably bright or causes unreasonable glare or does not comply with the Design Guidelines; no sound shall be emitted from any portion of the properties which is unreasonably loud or annoying including without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the properties or buildings. No odors shall be emitted from any dwelling or any portion of the properties which are noxious or offensive to others.

23. **Rules and Regulations:** In order to ensure the peaceful and orderly use and enjoyment of the properties, Declarant and the Association may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons on said properties as it may deem necessary, including, but not limited to, Design Guidelines, Sign Guidelines, and methods and procedures for enforcing compliance with the Declaration. In addition, the Board of Directors may from time to time adopt, modify and revoke in whole or in part, such reasonable Rules and Regulations governing conduct of persons on said properties as it may deem necessary. Said modification and revocations shall not apply to those Rules and Regulations adopted, modified or revoked by Declarant. Such Rules and Regulations upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each owner, the Association and the Design Review Board and shall be binding upon all owners. No such Rules or Regulations shall be established which violate the

intention or provisions of this Declaration or the Design Guidelines or which shall unreasonably restrict the use of the properties by the owners thereof. The Rules and Regulations of Declarant shall control and supersede any Rules and Regulations of the Association in the event a conflict exists between the Rules and Regulations of Declarant and the Rules and Regulations of the Association. Such Rules and Regulations may not amend, alter or conflict with any provisions of this Declaration or the Bylaws of the Association.

24. **Snow Storage:** Declarant shall have the right to designate areas within the properties to push, stock or store snow.

25. **Television Antennae:** No antenna or other signal receiving system shall be constructed or maintained on the properties except such system as approved and made available by Declarant.

26. **Deviations by Agreement with Declarant:** Declarant may enter into agreements with any owner, without the consent of any other owner, to deviate from any of the covenants set forth herein for reasons of practical difficulties or particular hardships which otherwise would be suffered by such owner, provided that no such deviations shall be unreasonably inconsistent with the overall plan for the harmonious development of the Property. It is the intent of this Section that such deviations be of a minimum amount or scope reasonably necessary to alleviate such difficulties or hardships. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such covenant as to any other lots in the subdivision. No such agreement may be in conflict with any other provisions of this Declaration or the Bylaws of the Association.

27. **Lots Not Subject to General Restrictions:** Anything herein to the contrary notwithstanding Declarant reserves the right to construct and maintain on the properties structures for use by it, its successors and assigns, as an office or offices in connection with the development, sale and management of the properties and in that regard to erect and maintain signs at selected locations. Said structures shall comply with the Design Guidelines.

28. **Subdivision of Property; Time Sharing, Interval Ownership:** No lots may be further subdivided to create additional lots beyond the number permitted herein, including conversion of structures into condominium units.

1. No unit of ownership may be subdivided to permit "Time Sharing" or other "devices" to effect interval rental and ownership. For purposes of this Article, "devices" to effect interval ownership shall include but not be limited to rental and ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common in which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same dwelling and such owners have a formal or informal right- to-use agreement. Such "devices" to effect interval ownership may or may not be time sharing arrangements established under the Maine Time Share Act, 33 M.R.S .A. §591, et seq., as amended.

29. **Drainage:** Declarant may establish reasonable regulations and restrictions pertaining to drainage or siltation originating on construction sites and parking areas, porosity of pavement materials used on roadways and parking areas and similar provisions relating to hydrological factors on properties.

30. **Landscaping:** The Association shall have the right to enter on any lot and install, remove or maintain any landscaping on that lot, if the owner shall not have installed the approved landscaping within the time allotted for completion, or shall fail to adequately maintain the landscaping in accordance with the applicable Guidelines, the costs of which shall be collected by the Association as a special assessment for any such lot.

31. **Subdivision Plan/Project Documents Compliance:** The Properties shall be constructed and constantly maintained by the Declarant and thereafter by the Association in strict compliance with the Approved Subdivision Plan and project documents.

1) Maine Department of Environmental Protection approved this subdivision (L-27584-NJ-D-N/L-27584-TB-B-N; 20__-Nov-27) **With Conditions**, which must be met and managed by the Association, including:

“(6.) *Storm sewer grit and sediment materials removed from storm water control structures shall be disposed of in compliance with the Maine Solid Waste Management Rules.*”

“(7.) *Maintenance. The components of the storm water management system must be adequately maintained to ensure that the system operates as designed, and as approved by the department.*”

“(8.) *Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.*”

“(a.) *All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.*”

“(b.) *All aspects of the storm water control system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the facilities.*”

“(c.) *The erosion and storm water maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained.*”

2) The storm water management system consists of two under drained soil filters and a level lip spreader discharging to a limited disturbance forested buffer and as shown on the approved Douglas Ridge Estates Subdivision Plan.

32. **Conservation Areas:** Any and all Conservation Areas shown on the Subdivision Plans shall be conveyed to the lot owners association once formed and shall be administered in accordance with the provisions and conditions of the Conservation Easement Deed.

1) Access to the Conservation Easement Space (Space) by members of the public is granted and limited to Rose Douglas Ridge Lane to the terminus of either Little Bird Lane or Little Fawn Lane by foot only.

2) Access by any other means other than on foot is prohibited including but not limited to automobile, motorized vehicles, bicycles, ATV, scooter, skates and skate boards. No parking is permitted on the roadway/lanes nor the terminus

“hammerheads” reserved for safety and fire apparatus when required.

- 3) No member of the public may enter or cross any private home owner property and must only travel along the roadways defined in (1).

Confidential DRAFT

IN WITNESS WHEREOF, Douglas Ridge, LLC has set its hand by its members Robert Muller and Judith Muller this _____ day of _____, 20__.

Douglas Ridge, LLC

By: _____

Robert Muller, Member

By: _____

Judith Muller, Member

STATE OF MAINE

COUNTY OF _____, ss _____,
20__

Personally appeared the above named Robert Muller and Judith Muller, Members of Douglas Ridge, LLC, and acknowledge the above instrument to be their free act and deed in their said capacities and the free act and deed of Douglas Ridge, LLC

Before me

Notary Public

Printed Name: _____

My Commission Expires: _____

**DOUGLAS RIDGE SUBDIVISION
LOT OWNERS ASSOCIATION**

BY-LAWS

ARTICLE I

Name

The name of this corporation is the Douglas Ridge Subdivision Lot Owners Association (hereinafter referred to as the “Association”).

ARTICLE II

Purposes

The purposes of this Corporation are as follows:

To establish an Association of lot owners for the maintenance of the common and open areas, natural buffer areas, roads, common wastewater treatment facilities, architectural review and management, and oversight and jurisdiction over best management practices for the common and open areas, natural buffer areas, roads, and common wastewater treatment facilities in the Douglas Ridge Subdivision, all as shown on the plan for Douglas Ridge Subdivision, Off Hacker Road, Brunswick, Maine dated _____, 2017 recorded in Plan Book _____, Pages _____ of the Cumberland County Registry of Deeds. The Douglas Ridge Subdivision is hereinafter referred to as the “Subdivision”.

To develop a community designed for safe, healthful and harmonious living;

To promote the collective and individual property and civic interests of all Owners of property in the Subdivision;

To aid and cooperate with the members of the Association for the enforcement of such conditions, covenants and restrictions on and appurtenant to their property as are now in existence and as any other conditions, covenants and restrictions as shall hereafter be approved by a majority vote of the members of the Association;

To levy and collect assessments and other charges against members jointly and severally as lot owners for the purpose of maintaining the common preserve areas, roads, natural buffer areas, drainage areas and common wastewater treatment and disposal facilities of the subdivision;

To exercise any and all powers that may be delegated to the Association from time to time by the owners of real property in the Subdivision;

To purchase, sell or otherwise convey, maintain, repair, replace and restore real and personal property;

To pledge and mortgage property of the Association;

To grant easements for utilities and services;

To take title to additional property, including property for recreational purposes;

To appoint agents, to hire employees and to make contracts;

To promulgate rules and regulations for the members of the Association;

To do any and all lawful acts necessary or convenient for the fulfillment of the foregoing purposes and to exercise all powers and purpose permitted under Title 13-B of the Maine Revised Statutes of 1964, as amended.

In addition to the specific powers, authority and responsibilities stated herein, this Association shall have all of the powers, authority and responsibilities granted to or imposed upon the Association by the laws of the State of Maine.

This Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person, partnership or corporation except in furtherance of the nonprofit making purposes of the Association.

All references to the "Declarant" herein shall be deemed reference to Douglas Ridge, LLC, a Maine limited liability company with offices in Harpswell, County of Cumberland and State of Maine.

ARTICLE III

Members

Section 3.1 Members of the Association shall consist of all the lot owners in the subdivision. There shall be one class of members. All lot owners shall be members and shall be entitled to one vote for each lot within the Subdivision, except for the Declarant who shall be deemed to have one (1) more vote than the number of lots in the Subdivision, or any subsequent phase thereof, owned by other than the Declarant.

Section 3.2 Except as otherwise provided herein, membership shall not be transferable. The membership or owners of each of lot shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such owners in said lot, and thereupon the membership and any interest in this Association shall automatically transfer to and be vested in the next owner or owners succeeding to such ownership interest. It shall be the obligation of the new Owner(s) to forward to the Association a certified copy of the deed documenting transfer of

ownership so the Association will be informed that the new Owner is entitled to voting rights in the Association. Said certified copy can be obtained at the Cumberland County Registry of Deeds after the deed has been recorded. The Association may, but shall not be required, to issue certificates or other evidence of membership therein.

ARTICLE IV

Meetings of Members

Section 4.1 Meetings of the membership shall be held at the Subdivision or at such other place in the State of Maine as may be specified in the notice of the meeting

Section 4.2 The annual meeting of the members shall be held each year in the month of November, beginning with the year 2017. The time and place shall be fixed by the directors of the Association. At such meetings, there shall be elected a Board of Directors in accordance with the provisions of Article V and the annual budget of the Association shall be approved. The members shall also transact such other business as may properly come before them.

Section 4.3 It shall be the duty of the President, or in his/her absence or disability the duty of the Secretary, to call a special meeting of the members within thirty (30) days when directed by resolution of a majority of the board of directors or upon a written petition signed by fifty percent (50%) of the membership of the Association. The notice or any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the said notice unless with the consent of three-fifths (3/5) of the voting members present at the meeting, either in person or by proxy.

Section 4.4 It shall be the duty of the Secretary, or upon his failure or neglect then the duty of any officer or member, to mail by United States Mail, postage prepaid to each designated member of record a notice of each annual or special meeting stating the time, place and purpose of such meeting. Written notice of any annual or special meeting shall be mailed at least fourteen (14) days but not more than thirty (30) days prior to the date so set for the meeting.

Section 4.5 The presence, either in person or by proxy, of the owners possessing at least fifty-one percent (51%) of the total authorized votes shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

Section 4.6 If at any meeting of members a quorum shall not be in attendance, a majority of membership present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 4.7 Each member shall be entitled to votes as provided in Section 3.1 above. If any member consists of more than one (1) person, the voting rights for such members shall be divided equally among the number of owners and shall be voted accordingly. Unless by express provisions of these bylaws a different vote is required, each question presented at a meeting shall be determined by majority vote of those voting members present.

Section 4.8 The vote of any corporate, partnership or trust member may be cast on its behalf by any officer, partner, trustee or beneficiary of such member, and any such member may appoint in writing its officer, partner, trustee or beneficiary or any other member as its proxy. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at any subsequent time that delivery of proxies is required.

Section 4.9 The order of business at all meetings of the members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting for approval of same;
- (d) Reports of Board of Directors or of officers;
- (e) Reports of any committees;
- (f) Election of election inspectors (when so required);
- (g) Election of Officers and Directors (when so required);
- (h) Unfinished business;
- (i) Determination and approval of annual assessments (when so required);
- (j) New business
- (k) Adjournment.

Section 4.10 Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if a written consent thereto is signed by all of the membership. The Secretary shall file such written consent with the records of the meeting of the member and such consent shall be treated as a vote of members for all purposes.

ARTICLE V

Board of Directors

Section 5.1 The affairs of the Association shall be governed by a Board of Directors which shall consist of at least three (3) persons but not more than five (5) persons. Notwithstanding any other provision contained herein, the initial Board of Directors shall be comprised of Robert Muller and Judith Muller and Gregory J. Farris until such time as a numbered lot in the Subdivision has been sold, a house constructed and completed on said lot, and said lot then sold by the building contractor to a member of the public. **Then and at such time as said lot is sold to a member of the public Gregory J. Farris** shall resign as a Director hereunder and the lot owner, or one of them as the case may be, shall become the third member of the Board of Directors.

Declarant shall have the right to appoint, remove, and replace directors of the Association until the first meeting of members following the conveyance of seventeen (17) of the seventeen (17) approved, numbered lots in the Subdivision, to a member of the public other than a building contractor, or ten (10) years from the date of recording of the Declaration of Covenants, Easements and Restrictions for the Subdivision in the Cumberland County Registry of Deeds, whichever is the later date. Declarant shall call a meeting of the members within sixty (60) days after the seventeenth (17th) of the seventeen (17) lots has been sold as set forth above or ten (10) years from the date of recording the Declaration of Covenants, Easements and Restrictions for the Subdivision, as the case may be, for the purpose of electing new directors. Declarant

reserves the right to convey control of the Association to the members at an earlier date following sixty (60) day advance notice to the members.

Section 5.2 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and shall have all powers and duties referred to in the statutes of the State of Maine pertaining to corporations without capital stock, as amended. The powers of the Board of Directors shall include but not be limited to the following:

- (a) To elect the officers of the Association;
- (b) To administer the affairs of the Association;
- (c) To estimate an annual operating budget and the annual assessments contemplated, all for submission to the members for approval at the annual meeting, and to take all necessary or desirable action with respect to the collection from the lot owners of their respective shares of the estimated expenses as hereinafter provided;
- (d) To provide for the maintenance of the common areas, natural buffer areas and drainage easement areas, common wastewater treatment and disposal facilities and stormwater management facilities of the Subdivision;
- (e) To obtain loans and insurance to the extent necessary and desirable;
- (f) To take such other action respecting the affairs of the Association as shall be necessary or desirable to effect its efficient operation.
- (g) To appoint the members of a Design Review Committee to oversee and manage review of all construction, repairs and maintenance of appropriate aesthetics, including but not limited to landscaping, in the Subdivision. Notwithstanding the foregoing provision, Declarant shall appoint, remove and replace the members of the Design Review Committee including the ability to appoint Robert Muller and Judith Muller until such time as all fourteen (14) numbered lots in the Subdivision have been sold to other than a building contractor with a house thereon. Declarant reserves the right to convey control of the Design Review Committee to the Board of Directors prior to such time set forth above.

Section 5.3 After the termination of the Declarant control period set forth in Section 5.1 above, the Board of Directors shall be elected by majority vote of the members. All Directors shall hold office until their successors have been duly elected.

Section 5.4 Vacancies in the Board of Directors caused by any reason, including the failure of a Director to continue to meet the qualifications of office, shall be filled, by vote of a majority of the remaining Directors entitled to vote, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even through the Directors present at such meeting may constitute less than a quorum, and each Director so elected shall be a member of the Board of Directors for the remainder of the term of the replaced Director.

Section 5.5 Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President or by a majority of the board on five (5) days notice to each Director by mail. Directors may waive notice of a meeting or consent in writing to or take any action without a formal meeting.

Section 5.6 At all meetings of the Board of Directors, two-thirds (2/3) of the Directors shall constitute a quorum for the transaction of business and nay action may be taken by said two-thirds (2/3) of the Directors.

Section 5.7 Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if written consent thereto is signed by all of the Directors. The Secretary shall file such written consent with the records of the meetings of the Board of Directors and such consent shall be treated as a unanimous vote of the Board of Directors for all purposes.

Section 5.8 Any Director other than Robert Muller or Judith Muller may be removed from office by the vote of at least two-thirds (2/3) of the membership of the Association. Robert Muller and Judith Muller may not be removed until such time as 17 of the 17 numbered lots have been sold to other than a building contractor.

Section 5.9 The members of the Board of Directors and all officers of the Association shall not be liable to the Association for any mistake or judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless all officers and members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of these bylaws.

Section 5.10 Directors shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members of the Association.

ARTICLE VI

Officers

Section 6.1 The officers of the Association shall be a President, a Secretary, a Treasurer and such assistants to these officers as the Board of Directors may deem appropriate, which officers shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors; provided that prior to the first annual meeting of the Board of Directors the officers may be elected at any meeting of the Board of Directors.

Section 6.2 Any officer other than Robert Muller or Judith Muller may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof. Robert Muller or Judith Muller may not be removed until such time as 16 of the 17 numbered lots have been sold to other than a building contractor.

Section 6.3 Each respective officer of the Association shall have such powers and duties as are usually vested in such officer of a corporation without capital stock, including but not limited as follows:

- (a) The President shall be a Director and shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and of the Board of Directors.
- (b) The Secretary shall keep minutes of all meetings of the members and of the Board of Directors and shall have custody of the Association's seal and have charge of the membership transfer books and such books, papers and documents as the Board of Directors may prescribe;
- (c) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purposes;
- (d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purposes;
- (e) The same person may be elected and serve as Secretary and Treasurer.

Section 6.4 The officers shall receive no compensation for their services except as expressly provided by resolution duly adopted by the Directors.

ARTICLE VII

Operation of the Association

Section 7.1 The fiscal year of the Association shall begin on the first day of January of each year, except for the first fiscal year of the Association which shall begin at the date of incorporation of the Association. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

Section 7.2 Books and accounts of the Association shall be kept under the direction of the Treasurer.

Section 7.3 The Association shall perform and be responsible for the maintenance and necessary improvements of the common preserve areas, roads, natural buffer areas, common septic field infrastructure, stormwater control devices, sand filters and infrastructure and drainage areas of the Subdivision. Assessments by the Association upon the lots and the owners thereat shall be used for establishing necessary reserves and working capital, and for such other purposes as shall be permitted by the bylaws of the Association or as shall be deemed appropriate by the Board of Directors (hereinafter collectively referred to as "Common Expenses").

Section 7.4 No later than thirty (30) days prior to each Annual Meeting of the members of the Association, the Board of Directors shall estimate the Common Expenses for the following fiscal year and shall present such estimate to the members at their Annual Meeting as the proposed annual budget for such year. The annual assessment required to meet annual estimated Common Expenses for each subsequent fiscal year shall be approved by the members of the Association at

their Annual Meeting held in the month of November prior to the commencement of the year to which the estimated budget of Common Expenses applies.

Section 7.5 All assessments shall be billed no later than the second Wednesday in December each year by the Treasurer sending the bills therefore to the respective owners at the address recorded in the Secretary's records either personally or by placing the bill in the United States Mail, postage prepaid, addressed to the lot owner as aforesaid. All sums so assessed and billed shall become due on the first day of January. Interest at the rate of 1.5% per month shall be added to the assessed amount not paid by the 15th of January and each calendar month thereafter. Any special assessment to any particular lot for special expenses of the Association attributable to said lot may be sent to the subject owners thereof at any time of the year and shall be subject to interest thereon at the rate of 1.5% per month if not paid in full within thirty (30) days of mailing thereof by the Association.

Section 7.6 The members of the Association may from time to time at a special meeting levy additional assessments for the purposes previously provided by the same majority of votes as required for the annual assessments.

Section 7.7 The assessments authorized hereunder billed by the Association shall be a charge on the land and shall be continuing lien upon the lot upon which such assessment is made. If the assessment to a lot owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with interest at the annual rate of eighteen percent (18%), costs of collection and reasonable attorneys' fees, become a continuing lien on the lot(s) owned by the delinquent lot owner which shall bind the lot (s) with the buildings and improvements thereon in the hands of the delinquent then lot owner, his heirs, devisees, successors, personal representatives and assigns. The lien may be enforced in the same manner as the lien for assessments against condominium units as provided in the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended, and may, at their option, be enforced by the Town of Brunswick or the Maine Department of Environmental Protection.

Section 7.8 In the event that any lot owner whose annual and special assessments are paid in full shall, during the year for which such assessments are paid, terminate his membership in the Association by sale of his lot(s), he shall be entitled to assign to the buyer of said lot(s) the benefit of the paid assessments.

ARTICLE VIII Amendment

These bylaws may be amended at any regular or special meeting of the members of the Association duly held in accordance with the provisions of these bylaws at which a

quorum shall be present in person or by proxy by a vote of the lot owners holding of record not less than two-thirds (2/3) of the votes in the Association entitled to be cast.

ARTICLE IX Committees

Section 9.1 The Board of Directors may, by a resolution adopted by a majority of the directors then in office, designate from among its members or other lot owners one or more committees each consisting of two (2) or more directors or lot owners and may delegate to such committee or committees such duties and responsibilities as they shall deem appropriate to the extent permitted by law.

Section 9.2 Meetings of Committees shall be held upon seven (7) days written notice given by the Secretary of the Association. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of the members of a committee present at a meeting at which there shall be a quorum shall be the act of the committee. Each committee shall keep a record of its meetings and shall report to the Board of Directors from time to time on its affairs.

ARTICLE X Rules, Regulations, Covenants and Restrictions

Section 10.1 The Board of Directors may from time to time promulgate rules, regulations and restrictions as shall be deemed necessary or appropriate to the efficient and orderly operation of the Association and shall submit those to the members for their approval. Such approval shall be given by the members in accordance with Article VIII hereof.

Section 10.2 The provision of these bylaws, rules and restrictions and the rights and obligations established thereby, shall be deemed to be covenants, running with the land, and shall insure to the benefit of and be binding upon each and all of the lot owners and these respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgages. By the recording of the acceptance of a deed conveying a lot or any interest therein or any ownership interest in the property whatsoever, the person to who such lot or interest is conveyed shall be deemed to accept and agree to be bound and subject to all of the provisions herein. These Covenants and Restrictions may be recorded separately and incorporated by reference into the deed of each lot owner and may be enforced by any lot owner of record or by this Association.

Section 10.3 The Association shall make available to lot owners, prospective purchasers, lenders and holders, insurers and guarantors of the first mortgage on any lot, current copies of the bylaws and other rules and regulations governing the Association, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make them available at a reasonable charge.

Section 10.4 These covenants and restrictions may be enforced by the Declarant, the Association, or by any lot owner or their heirs or assigns, in law or in equity for an injunction, which shall be specifically permitted despite the potential of other remedies, or for damages to compel the compliance with the terms of these covenants and restrictions. The failure to promptly enforce any of the covenants and restrictions shall not constitute a waiver.

ARTICLE XI Rights of Declarant

The Declarant reserves the right until the construction, marketing and sale of all lots is completed to:

- (a) Change the size, number and location of lots and other improvements, and the size, layout and location of any lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default. The change or changes shall be effective upon the recording of an amendment to these bylaws and/or the filing of a modified site plan indicating the changes made. Any change under this paragraph shall be subject to approval by the Planning Board of the Town of Brunswick.
- (b) Locate on the premises, even through not depicted on the Plan, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities including, but not limited to, water, sewer, electric and telephone.
- (c) Connect with and make use of utility lines wires, pipes and conduits located on the property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used.
- (d) Construct and/or maintain a temporary structure on any lot which Declarant owns, or on a sold lot with the consent of the purchaser, for purposes of a sales and construction office. Such structure will not be subject to the restrictions set forth in the Declaration of Covenants, Easements and Restriction for the Subdivision.

ARTICLE XII Indemnification

The Association shall indemnify any person who is or was a director, officer, employee or agent of the Association, or who is serving in another capacity at the request of the Association, to the extent authorized by law, and may purchase and maintain liability insurance on behalf of such persons or to protect itself against liability for such indemnification to the extent authorized by law.

ARTICLE XIII Miscellaneous

Section 13.1 The invalidity of a part of these bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these bylaws.

Section 13.2 The captions herein are inserted only as a matter of convenience and not reference, and in no way define, limit or describe the scope of these bylaws, or in the intent of any provision thereof. Reference in these bylaws to Sections without reference to the document in which they are contained are references to these bylaws.

Section 13.3 The use of the masculine gender in these bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 13.4 **To the extent required by law no** change may be made to the approved Douglas Ridge Subdivision Plans by the Declarant or by the Association without the approval of the Planning Board of the Town of Brunswick.

DOUGLAS RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION
DESIGN REVIEW COMMITTEE GUIDELINES

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Douglas Ridge, LLC has created and recorded a Declaration of Covenants, Easements and Restrictions for Douglas Ridge Subdivision in Brunswick, Maine (hereinafter the "Declaration"), said Declaration dated _____ day of _____, 20__ and recorded in Book _____, Page _____ of the Cumberland County Registry of Deeds;

WHEREAS, Douglas Ridge, LLC has also created a homeowner association to, inter alia, oversee and enforce the conditions, provisions and restrictions set forth in the above-referenced Declaration;

WHEREAS, pursuant to Article IX of the Bylaws of Douglas Ridge Subdivision Lot Owners Association (hereinafter the "Association") the Board of Directors of the Association is authorized to create committees to assist in the administration of the Association's duties; and

WHEREAS, the Board of Directors has created a Design Review Committee (DRC) the purpose of which is to implement review and approval processes for all new construction, and exercise oversight of property aesthetics for all numbered lots in the Douglas Ridge Subdivision, and

WHEREAS, it is desired to establish guidelines to provide all Lot Owners with information regarding the type, color, quality and grade of materials which may be used in construction of buildings, improvements and landscaping on the subdivision lots including the size, dimensions and locations of such construction, improvements and landscaping, and the procedures for implementation and exercise of the Design Review Committee's jurisdiction.

NOW, THEREFORE, the Board of Directors creates the following terms and guidelines for the Design Review Committee:

A. PURPOSE OF COMMITTEE:

The purpose of the DRC is to review and evaluate Applications for improvements to homes, structures, and properties (lots) within the Community, in accordance with the Declaration and these Guidelines. The DRC also functions as a central architectural control for the Community, in order to enhance, insure and protect the attractiveness, beauty, and desirability of the community as a whole while, at the same time, permitting compatible distinctiveness of homes within the community. The DRC will also make recommendations to the Board regarding changes or clarifications to these Guidelines or the Declaration.

B. REVIEW PROCEDURES:

Plans and specifications for improvements are to be approved by the DRC in advance. No special consideration will be given in those instances when post-construction approval is requested.

1. An item can come before the DRC as follows:

- a. A property Owner (or his/her representative) shall submit an Application for improvement to the DRC.
- b. An unapproved improvement may come to the attention of the Board or DRC. The DRC will send a letter to the Owner requesting an Application be submitted. If no Application is received within 30 days, the DRC will report this to the Board, which will take appropriate action.
- c. If the unapproved improvement appears to be a violation of the Declaration, the initial notification/ request to the Owner will be a registered letter.

2. Applications for Approval:

All Applications to make any exterior changes, additions, or improvements must be submitted to the DRC in writing by completing the Application form currently in use by the DRC (Exhibit "A" is a copy of a typical Application).

Plans and specifications for any exterior change, addition, or improvement should be attached to the Application. For room additions and sunrooms, Applications must be accompanied by a detailed scale drawing or blueprint showing the three-dimensional relationship of the room addition or sunroom to the existing structure. Applications must also include a plot plan showing the location of the improvement in relation to all lot boundary lines, the residence, the easements, and the building setback lines. Applications must also include a detailed material list and include the name, address, and business phone number of the contractor or installer, if applicable. Applications may be rejected for failure to provide any of these required items. The DRC reserves the right to require certified architectural and/or engineering drawings. All Applications, additional information, or requests for appeal shall be mailed or delivered to the DRC.

The DRC reserves the right to request any additional information it deems necessary to properly evaluate any Application. In the event that the DRC requests additional information, the Application shall be considered incomplete until such information is submitted to the DRC and the ninety (90) day requirement for approval of the Application, as described in the Declaration, shall not begin until such information is received. In the event that the DRC requests additional information and the information is not received within forty-five (45) days from the date of the request, the Application shall be denied, however, the applicant may thereafter submit a new Application with the requested information to the DRC for its review.

3. DRC Decisions:

DRC members shall consider each Application for compliance with the Declaration and these Guidelines. The decision of a majority of members to approve or disapprove an Application shall be considered the decision of the DRC.

DRC decisions shall be conveyed in writing to the applicant and shall include a statement of the conditions under which the Application is approved, if any, or the primary reason(s) for disapproving the Application.

In accordance with the Declaration, any Application that is not approved or disapproved within sixty (60) days of the date of its receipt shall be deemed to have been automatically approved provided, however, that (i) any such approval shall extend only to the Improvement Guidelines and not to any of the use restrictions set forth in the Declaration; and (ii) in no event shall non-action be deemed to constitute approval of an Application for any change, addition, improvement, or any other item that would violate the Declaration. Except for any and all new, original construction on any numbered lot and unless otherwise stated in the DRC's written response, all approved exterior changes, additions or improvements shall be completed within ninety (90) days of the date construction, installation, or erection is commenced.

4. Board Appeals:

In the event the DRC disapproves an Application, the Applicant may submit a written appeal to the Board. The Board shall review the appeal at its next meeting following the date upon which the request for appeal is received, and notify the applicant of the Board's decision. All decisions of the Board shall be final.

5. Status of Applications During Appeal:

During the appeal period, the decision of the DRC on the original Application shall remain in effect. Further, an appeal of a decision of the DRC shall not be considered a new Application resulting in approval of the original Application if a response to request for reconsideration is not submitted to DRC or the Board within forty-five (45) days of the date of such decision.

6. Permits:

- a. After DRC approval and before construction, Applicant must obtain the appropriate governmental building permit for the Improvement on a Lot. DRC does not monitor the permit process nor does it guarantee that the permitting agencies will grant a permit for an Improvement that is approved by the DRC. Accordingly, all DRC approvals are contingent on permitting approval.
- b. Applicant is advised to obtain DRC approval before submitting for permit. The permitting agencies are separate from the DRC, and their approval does not equate to DRC approval.

C. ARCHITECTURAL STANDARDS AND RESTRICTIONS:

1. General

- a. Precedents: The DRC will make every reasonable attempt to be fair and equitable, however, it will not necessarily be bound by past decisions. The DRC reserves the right to disapprove Applications for improvements that require a variance from the established covenants and restrictions, or these standards, as the case may be, if it believes that such changes are not in the best interest of the future of The Subdivision, even if a precedent was set by an earlier decision of the DRC. From time to time, the DRC may make a decision that, in retrospect, is not in the best interests of the community. The DRC and the Board reserve the right to recognize such a situation and no longer permit its use as a precedent. The same right applies if the DRC makes an error in allowing a change or addition to these Guidelines.
- b. Quality of Repairs and Improvements: Repairs and improvements are required to be of equal or better quality than original construction and of the same type, if possible. While there is no specific requirement for the Owner to apply to the DRC for such in-kind repairs, the quality of such work may come under the scope of the DRC's responsibilities if the repair is done in such a way as to detract from the appearance of the neighborhood.

2. Building Materials and Roofing Materials:

- a. Shingle, Shake Siding: Natural wood cedar clapboards, or synthetic clapboard, or cedar shakes, or synthetic cedar shakes are the preferred building materials for siding the main residence or additions. The thickness, visible width, and spacing stone must be consistent with that of the original exterior and surrounding community; normally 4"-5" reveal. Each Application submitted to the DRC shall include a sample of the proposed material.
- b. Exterior Siding: When exterior siding is to be added or replaced on any existing structure or new improvement on the Lot, it must be of the same type, quality, size, and color as the existing siding on the main residence (unless all exterior siding is being replaced at one time). Only natural wood (Cedar) or fiber-cement (*JamesHardie "Hardipfank"* or equivalent) shall be used as exterior siding, and must be approved by the DRC. The following additional guidelines apply to replacement or additional exterior siding:
 - (i) Minimum of a 20-year warranty from a reputable manufacturer (warranty information should be submitted with the application);
 - (ii) Thickness, visible width, and spacing of siding must be consistent with that of the original exterior siding; each application submitted to the DRC shall specify the thickness, width and spacing of the existing and proposed

siding, and shall include a sample of the proposed siding material;

- (iii) Color of all siding (including siding that is not painted) must comply with the Guidelines for Painting as set forth herein; each application must include at least two (2) color samples of the proposed siding color Siding with impregnated permanent color (*JamesHardie "ColorPlus®"* or similar) must be approved for color in the same manner as paint samples.
- (iv) Exterior siding and shingles must be installed and maintained to avoid sagging, waving, warping or irregular coloration; the DRC may require the homeowner (at homeowner's sole responsibility and expense) to repair or replace siding that fails to adhere to these Guidelines.
- (v) Siding must be installed over a high density polyethylene moisture barrier (*DuPont Tyvek Homewrap®* or equivalent) to match original construction.

c. Roofing Materials:

- (i) Solar panel on roofs can either be panels applied on top of roofing material and at same inclination as roof, or if new products or installations methods allow the roof itself may be an integrated solar shingle or film which performs as the roof (Tesla or equivalent product).
- (ii) All roofing materials must have a minimum 30-year warranty and be equal in appearance and quality to the existing roofing. A sample of the proposed shingle to be placed on any existing roof, or any new improvement (including outbuildings) must be attached to each Application submitted to the DRC. Corrugated metal, corrugated aluminum, acrylics and such materials are not approvable for roofing.
- (iii) The DRC may maintain a chart depicting examples of the acceptable type, quality and color of roofing materials for homes and other improvements within the subdivision. Each shingle shall be compared to the samples set forth on the roofing materials chart to assure that the proposed shingle is of an acceptable type and quality and that its color is harmonious with the color scheme established for the subdivision.
- (iv) The color of each roofing material must not only be an earth tone, but also an acceptable shade of an earth tone color.
- (v) Felt for all composition roofs must have a weight of at least 30 lbs.

3. Painting:

- a. Approval. No exterior surface of any house, garage, or other structure or improvement on any lot shall be painted or repainted without prior approval of the DRC. This applies to existing, as well as new construction, and whether the proposed colors are the same or different from the existing colors. Color

samples or paint chips of the proposed exterior color(s) must be attached to each Application submitted to the DRC.

- b. **Harmonious Colors.** The proposed colors must be harmonious with each other and with the colors of exterior brick and roofing materials. The DRC may maintain a chart depicting examples of the acceptable shades of earth tone colors (i.e. shades of beige, brown, gray and white). The color samples or paint chips shall be compared to the colors and shades of colors set forth on the color chart to assure that each approved color is harmonious with the color scheme established for the community.
- c. **Trim.** Soffit, fascia board, window and door trim and rain gutters must also be an earth tone color; however, the shades of trim color may be deeper than the principle color of the dwelling or garage.
- d. **Accents.** Shutters, window hoods, the side panels of doors and windows and the exterior surfaces of doors may be painted any acceptable earth tone color, including trim colors and certain acceptable shades of dark green, black, blue-gray, rust or dark blue. Window hoods may also be painted in a copper tone metallic based paint. Only one accent color is permitted per lot. Exterior doors may be stained a natural wood color or may be painted to match the other accents, trim, or main house color.

4. Decks:

All decks must be approved by the DRC with respect to location and the standard, type, color and quality of materials used in construction. No deck shall impede drainage on the lot or cause water to flow on an adjacent lot. No deck shall be constructed more than eighteen inches (18") above the natural ground.

5. Patio Covers:

- a. The standard, type, quality and color of the materials used in the construction of a patio cover must be harmonious with the standard, type, quality and color of the materials used in the construction of the main residence; provided, however, that corrugated roofs for patio covers and aluminum patio covers shall not be permitted under any circumstances. If siding is used on patio covers, it must be of the same type, quality, and color as the siding on the main residence. Roofing materials on patio covers shall conform to the provisions relating to roofing materials set forth in the Declaration and these Guidelines. Louvered or trellis-style patio cover roofs may be allowed as long as the quality of materials is approved. Pressure treated wood may be stained or painted provided the color shall conform to the provisions relating to painting set forth in these Guidelines. Any patio cover, which is not attached to the house, shall be subject to the Guidelines set forth herein for gazebos.
- b. The location of a patio cover must not be visible from the street in front of the

home. Further, it must not encroach on any utility or drainage easement, nor shall it violate the building setback lines applicable to the residential dwelling on any lot. Patio covers must not interfere with drainage or cause water to flow onto any adjacent lot.

- c. All patio covers must be adequately supported and constructed of sturdy materials so that the patio cover has no visible sagging or warping. This also applies to any lattice attached to the sides of the structure.
- d. Patio covers which are attached to the house shall be securely attached at a height not less than seven feet (7') nor more than twelve feet (12') from the ground. Patio covers which are attached to a detached garage or breezeway must be securely attached below the eaves of each structure at a height of not less than seven feet (7') nor more than nine feet (9') from the ground. The top of the patio cover at its lowest point shall not be higher than eight feet (8') from the ground. The patio cover roof shall provide an attractive slope away from the house at an angle which does not exceed that of the roof on the house.
- e. The roof of all patio covers (other than arbor or trellis type) must be covered with shingles meeting the roofing Guidelines set forth herein. Where the patio cover is gabled, the roof pitch should match the roof pitch of the portion of the home where the cover is attached. If the patio cover is not gabled, it should have a 3:12 slope. Flat or trellis-roofed patio covers will be considered on a case-by-case basis. "Palapa" structures, "Tiki" structures and similar structures having a thatched roof or the appearance of a thatched roof are not approvable under these Guidelines.

6. Patio Enclosures:

- a. A "patio enclosure" is any patio cover which has exterior walls and/or screens (other than "sun rooms" as defined in these Guidelines).
- b. All structural components of patio enclosures, including roofing materials, shall be subject to the Guidelines set forth herein for "patio covers". This section describes additional requirements for walls, screens and frames used to enclose a covered patio or deck.
- c. The standard, type, quality and color of the materials used in the construction of a patio enclosure must be harmonious with the standard, type, quality and color of the materials used in the construction of the main residence. Exterior walls of a patio enclosure shall be constructed of siding which is of the same type, quality, and color as those of the main dwelling on the Lot. No visible part of the enclosure may be made of metal other than screens, frames, and storm doors. Patio enclosure screens must be the same color as existing window screens on the main dwelling and must have adequate cross- member support to avoid sagging. The exterior color of doors, sills, beams, frames, or other visible supports must match the exterior colors of the main dwelling or the color of existing

window frames.

7. Sunrooms:

- a. A "sunroom" is any room with glass-enclosed walls or a glass ceiling. The DRC may reject any Application to construct a sunroom on a lot on the basis of its overall design and conformity with existing structures regardless of whether or not the proposed sunroom complies with the technical specifications set forth below.
- b. Applications must be accompanied by a detailed scale drawing showing the three dimensional relationship of the sunroom to the existing structure. Applications must also include a plot plan showing the location of the sunroom in relation to all lot boundary lines, the residence, the easements and the building setback lines.

Applications must also include a detailed material list and include the name, address, and business phone number of the contractor or installer. Applications may be rejected for failure to provide any of these required items.

- c. A sunroom may be added to the rear of the residence only. Applications for sunrooms on cul- de-sac lots and corner lots where the rear of the house faces a street or other community property will be considered on a case-by-case basis.
- d. Supporting structural members must be of a color and shade similar to and harmonious with the exterior color of the residence. Glass must be tinted in a shade compatible with the exterior of the residence. No metallic or direct reflecting style shading/tinting of the glass will be permitted. Applicants may be required to submit actual samples of the glass with the proposed shading/tinting material applied for approval.
- e. The floor of the sunroom must be of reinforced concrete slab construction with 3" minimum thickness. No other flooring material will be permitted.
- f. Only safety glass will be permitted for the panes. No fiberglass, plexiglass, plastic, acrylic, mesh, or other materials will be allowed. Safety glass must be a minimum 3/16" thick if tempered glass or a minimum 1/4" thick if laminated glass. Maximum width of glass between support trusses will be 36" measured center-to-center.
- g. Support trusses (glazing bars) must be constructed of aluminum or aluminum alloys with electrostatically applied coloring/paint to withstand 100 mph. wind and 25 lbs. per square foot. No natural aluminum oxidation coloring will be allowed. No wood, composite, steel, fiberglass, or plastic trusses will be allowed. Trusses must be of structural box or I-beam construction. Round, oval, or "T" shaped trusses will not be allowed.
- h. The roof of a sunroom must have a minimum pitch of 1" per 12" of projection. The sunroom may not project more than twenty feet (20') measured from the rear

facing plane of the residence. The sunroom may not project beyond either side-facing plane of the residence. A sunroom may not encroach on any existing setbacks or easements.

- i. Sunrooms are only permitted as ground structures. The maximum height of the roof, measured from the concrete floor, may not exceed either twelve feet (12') or the height of the eaves of the wall that the sunroom projects from, whichever is lower.
- j. If ceiling lighting is installed, it must be downward-directed, focused, low-wattage track lighting. Any electrical plug outlet installed within the trusses/glazing supports must be of the UL approved Ground Fault Interrupt (GFI) type.
- k. Sunrooms may not have turbine-type or forced fan roof ventilators installed. Only natural draft/convection flow panels that open may be installed. Panels that open may not exceed 36" x 36" in size and must be at least 36" in any direction away from adjoining opening panels.
- l. Sunrooms may not have exposed air conditioning or heating ductwork installed on the exterior thereof. Vents must be attached to the main residence. No ductwork shall be visible.
- m. Window-coverings are not required. However, only interior coverings will be permitted; there shall be no exterior covering of the sunroom glass allowed. The side of the window-covering facing the exterior must be of a neutral, earth-tone color, which must also blend with the exterior color of the home. If there is covering on any one window, then all windows must be covered with the same treatment. Color and material samples of coverings may be required to be submitted for approval, at the discretion of the DRC.

8. Gazebos:

- a. A "gazebo" is a free-standing, open-framed structure. Gazebos are typically circular or octagonal-shaped structures, but may be irregularly shaped. Pergolas, arbors and similar freestanding structures are considered gazebos for all purposes in these Guidelines. The application for construction of a gazebo must include a plot plan showing the location of the structure in relation to the property lines, building lines, easements, existing structures and existing or proposed fences. The gazebo must be ten (10) feet from any other improvement in the back yard. No more than one gazebo may be placed on any Lot.
- b. Gazebos must be predominately open, but may have railing or half walls not to exceed forty-two inches (42") in height. Any open columns must be painted or stained. If the gazebo is painted it shall match or compliment the structure of the home. The ceiling of the gazebo may be open to the rafters or closed-in and finished. All materials must be consistent in quality and appearance to the structure of the home.

- c. The overall size of the gazebo shall not exceed one-hundred (100) square feet. The maximum overall height (including the flooring or decking) is limited to twelve (12) feet when measured from natural ground.
- d. Flooring may be concrete slab-on-grade or raised decking of wood or synthetic wood material such as *Trex*®. Flooring may be painted or stained, or tiled. If raised decking is used, it may not exceed eighteen inches (18") in height.
- e. Gazebos must have a permanent roof with shingles consistent with Paragraph E.2 above. A double roof is permitted and encouraged. The quality and color of the gazebo roofing shall match that of the residence on the Lot.
- f. All pipes and cables must be underground. Any electrical installation (lights, ceiling fans and electrical outlets and low voltage speakers and controllers) shall be in accordance with the applicable version of the National Electric Code.
- g. Gazebos must be located in the rear or side yard and minimum of six (6) feet from any property lines. No gazebo shall be located on a utility easement, impede drainage on the Lot, or cause water to flow onto an adjacent Lot.

9. Swimming Pools And Spas:

- a. The Application for the construction of a swimming pool or spa must include a plot plan showing the proposed location of the swimming pool or spa in relation to the property lines, building lines, easements, existing structures and existing or proposed fences. If any trees are to be removed or relocated, this must also be noted. The Application shall also include a timetable for the construction.
- b. No swimming pool or spa shall be approved unless the area in which the pool is to be located is either enclosed by a six foot (6') fence constructed of wood or of wrought iron as provided in these Guidelines or such a fence is proposed to be constructed in conjunction with the swimming pool.
- c. Swimming pools and spas must also have an adequate drainage system according to the requirements of any governmental agency having jurisdiction or, in the event there is no governmental agency having jurisdiction, as deemed appropriate by the DRC. Under no circumstances shall water from a swimming pool or spa be permitted to drain onto the surface of the lot on which the swimming pool or spa is situated or onto any adjacent lot.
- d. During construction, the pool area shall be enclosed with a temporary fence or barrier, unless a fence already exists. If a portion of an existing fence is removed during construction, a temporary fence or barrier must be erected to fully enclose the area in which construction is taking place. Further, no building materials shall be kept or stored in the street overnight. Excavated material shall either be used on site or removed from the premises and legally disposed off-site by the pool contractor.
- e. Electrical equipment for swimming pools must be in compliance with the latest

version of the National Electrical Code. No swimming pools may be enclosed with screens. No swimming pool or spa shall be approved for construction on utility or drainage easements or in a manner that causes water to flow on an adjacent lot.

- f. The pool mechanical equipment may be placed within the side yard setback, but must be located within the fenced area of the home. The pool equipment may not be placed in such a way as to impede the three foot (3') wide side yard drainage easement. ·
- g. Above-ground swimming pools are not permitted.

10. Outbuildings:

Specific Use Restrictions relative to Outbuildings are covered in the Declaration. The following guidelines supplement and clarify the Specific Use Restrictions

- a. Only one (1) outbuilding not exceeding one hundred forty four (144) square feet and eight feet (8') in height shall be permitted on a lot. The standard, type, quality and color of the materials used in the construction of the outbuilding shall be harmonious with those of the main residence.
- b. Building materials, including siding and roofing must be consistent with these Guidelines. Metal or vinyl buildings (except as noted below) are not approvable.
- c. Outbuildings must conform to the building front and side setback restrictions set forth in the Declaration. No outbuilding shall impede drainage from the lot or cause water to flow onto an adjacent lot.
- d. The use of small, manufactured outbuildings of less than twenty (20) square feet and six feet (6') in height are approvable, provided they are not visible from any Public Exposure. An example of such buildings are those manufactured by *Rubbermaid*.

11. Landscaping:

Each home must maintain a minimum amount of landscaping consistent with the Declaration and these Improvement Guidelines. Any landscaping that dies or is removed must be replaced to the following "Required" standards of a, b, and c below. Additional landscaping is encouraged.

a. Required Yard Trees.

Yard Trees are oak trees planted in the front yard of *every* lot within Douglas Ridge. Yard Trees must be oak hardwoods (preferably *live* oak or southern red oak) with a minimum three (3) inch caliper width measured six (6) inches *above* the ground and a minimum of thirty (30) gallon container. The number and placement of Yard Trees is as follows:

- (i) Interior Lots: A minimum of one (1) Yard Tree, located in the main portion of the front yard between the home and the sidewalk.

- (ii) Corner Lots: A minimum of two (2) Yard Trees, located in the main portion of the front yard between the home and the sidewalk.

REQUIRED YARD TREES MAY NOT BE REMOVED FROM THE DESIGNATED FRONT YARD LOCATIONS. Additionally, conifers (e.g. pine, cypress, juniper) and palm trees are not approvable for Yard Trees and may not be substituted for the required hardwoods. Dead or missing Yard Trees must be replaced in the designated front yard locations.

b. Accent Trees.

- (i) The supplemental planting of additional trees in the front and back yards is encouraged. The supplemental or "Accent Trees" can include a wide variety of trees including conifers, palms, or other hardwoods.
- (ii) Accent Trees must be common nursery stock with a minimum of ten (10) gallon container. While the location of the Accent Trees is not specified, they may not be planted in such a way as to impose on an adjacent residence. Additionally, the planting of trees within the side setback is discouraged.
- (iii) Accent Trees may be of any size; however, larger trees are encouraged. Any trees must be planted in a mulch bed or installed with mulch rings.

c. Required shrubs:

- (i) At least ten (10) foundation shrubs per lot should be installed in the front yard with a minimum container size of five (5) gallons.
- (ii) At least two (2) vertical foundation accent shrubs per lot should be installed in the front yard with a minimum container size of five (5) gallons.

d. Other Landscape Additions. The addition of shrubs, decorative grasses, ground cover and flowering plants is encouraged. In general, such plantings are acceptable without a formal review by the DRC. Exceptions are landscaping that is, or will, act as a non-compliant fence, items that obstruct access to a vital community service (such as a fire hydrant), items that obstruct visibility causing a hazard to vehicular or pedestrian traffic, items that create a hazardous condition or any item that generates a complaint from a resident of the community. These Guidelines apply both to items that create a non-- acceptable condition upon installation and items that grow to become non-acceptable.

e. Trash Trees. The planting and/or propagation of "trash trees" is discouraged. Trash trees are trees that are weak wooded, weak branched, disease and insect prone and/or messy. Common trash trees are the Chinese tallow, Mimosa, Blackjack Willow, Cottonwood and Hackberry. Where such trees are present, the DRC recommends that they be removed and replaced with acceptable accent trees.

f. Grass Coverage. All turf grass in public view (front lots and side lots) shall be solid-sod St. Augustine grass or similar quality and type. Grass must be kept in a healthy,

and growing condition. No Owner shall allow the grass on this Lot to grow to a height in excess of six inches (6"), measured from the surface of the ground.

- g. Irrigation Systems. Any irrigation system (sprinkler system) that is connected to a public or private potable water supply must be connected through a backflow prevention method approved by the Maine plumbing director. Where required by local municipalities the design and installation of any irrigation system must be by licensed irrigator. Care must be taken to prevent overspray onto neighboring Lot. Location of any improvement within an easement or street right-of-way is at the owner's risk and subject to removal.
- h. Hardscape and Edging. Landscape timbers or railroad ties are not permissible within the portion of the yard visible from any street. The use of rock, stone, colored concrete or brick as edging or retaining walls for planting beds is permissible, however the location and color of the edging is subject to DRC approval. No edging or retaining walls may exceed 18" in height.
- i. Yard Art. All yard art, including statuary, bird baths, fountains and such (religious or otherwise) is subject to DRC approval.
- j. Gardens. No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or in the rear (back) yard of any Lot if visible from any street. Gardens must be maintained in the back yards out of public a view.

12. Wood Fencing:

a. Location:

- (i) Fences may not be erected forward of a line five feet (5') from the front exterior corners of the main residential structure located on a Lot.
- (ii) On corner lots in all sections subsequent to the original Declaration, side yard fences must be set back from the side property line halfway (%) to the side building line setback shown on the plat and as dictated by the Declaration for this area.

b. Construction:

- (i) Pickets must be cedar to match original construction. All pickets must be 1" x 6" nominal. In cases where the original fence material is capped, any replacement fence must also be capped. Structural materials (rails and posts) may be either cedar or pressure treated pine.
- (ii) Wooden fences facing the front street, along any side street, rear street property line or common area, lake, pipeline easement, greenbelt or other community proportion shall be constructed with all pickets on the outside so that no posts or rails are visible from the street or other public area.
- (iii) All other wooden fences must be constructed in the manner described above

or must be constructed in panels (each of which is 6 to 8 feet in length) erected in a "good neighbor" fashion so that posts and rails are exposed only on alternate panels when viewed from either side of the fence.

- (v) The use of a "rot board" (typically a 1" x 6" pressure treated board) below the pickets is approved and encouraged.
- c. Gates: All gates shall be constructed with the same materials as the fence. The hinges and latches used on the gate should be of the same style and quality of those used throughout the Community. The DRC shall consider driveway gates on homes with detached garages on a case by case basis. The DRC may approve single or double gates on the side street of corner lots on a case by case basis.
- d. Color: No portion of a wood fence on a lot which is visible from any street may be painted or stained. Portions of a fence which are not visible from any street may be stained in acceptable earth tone colors of brown, beige, gray or other muted earth tone, natural colors. The DRC may maintain a chart depicting examples of earth tone colors and shades of earth tone colors for stains on wood fences. Each stain color sample submitted by a homeowner shall be compared to the colors and shades of colors set forth on the fence stain color chart to assure that each approved stain is harmonious with the color scheme established for the subdivision.
- e. Height: Fences are generally limited to six feet (6') in height, unless special considerations warrant taller fences which must be approved by the DRC. The use of a rot board will increase the overall height of an approvable fence by approximately six inches (6").

13. Exterior Lighting:

The addition of exterior lighting, including ground-level lighting, stand-alone lamp posts and lighting mounted on a home or approved structure must be compatible with the general tone and design of the neighborhood and be located inconspicuously. In all cases, lighting fixtures must adhere to the "eight (8) foot maximum height" rule. Residents are encouraged to consult with affected neighbors prior to installing or changing exterior lighting. Wattage of exterior light should be kept to a minimum because excessive wattage can create a nuisance to neighbors.

- a. Changes to Existing Lighting: Outside lighting which was installed at the time of original construction or which was installed after original construction with the approval of the DRC may be replaced with a new fixture provided that the wattage of the new fixture is comparable to the wattage of the existing fixture.
- b. Security Lighting: Security lighting shall be mounted behind the back plane of the home and below the eaves of the home. No pole mounted lights will be permitted. Mercury vapor/sodium vapor lights, which are considered incompatible with the neighborhood, are not permitted. Any security lighting must be shielded to cut-off

light pollution from adjacent residences.

- c. Landscape Lighting: Landscape lighting is permitted as long as the lighting fixtures are located in flower beds, shrubs, and similar landscaping. Tree mounted landscape lighting will be permitted as long as the fixture is not mounted higher than eight (8) feet above ground level. Mercury vapor/sodium vapor lights are not permitted as landscaping lighting.
- d. Gas Lighting: Two (2) gas lights per lot shall be permitted with the DRC's approval. The gas lighting color must be white light.
- e. Annoyances: All new lighting which is approved by the DRC shall be subject to a 90 day trial period after installation to assure that the lighting is not objectionable to surrounding residents. The 90 day period will commence on the date of installation. If, at the end of the 90 day period, the DRC determines that the lighting is unreasonably offensive or an annoyance to surrounding neighbors, the lighting will be required to be modified or be removed in accordance with the DRC's decision.

14. Garages, Driveways and Sidewalks:

a. Garages:

- (i) All residents of Douglas Ridge shall have attached or detached garages for not less than two vehicles. No alteration or modification of a garage shall be permitted that would preclude the parking of two vehicles within the garage.
- (ii) The conversion of a garage to a family room, or similar modification, is not permitted, even if the appearance of a garage is maintained from the street (i.e. the garage doors are still intact)
- (iii) Side-entry garages (from the side street of the corner lot) are not permitted.

b. Driveways:

- (i) Replacement driveways must be to the same quality, line, grade and location as the original driveway for the residence.
- (ii) The maximum driveway width for homes with attached garages is seventeen feet (17') at the front property line. The maximum driveway width for homes with detached garages is twelve feet (12') at the front property line, extending to the building line.
- (iii) Side-entry driveways (from the side street of the corner lot) are not permitted.

c. Sidewalks:

- (i) Replacement sidewalks must be to the same quality, line, grade and location as the original sidewalks for the residence.

(ii) Additional sidewalks are subject to DRC approval.

d. Materials:

Driveways and sidewalks may be paved with concrete or other masonry materials which relate to the architecture of the residence. The masonry material must be compatible, not only with the home, but with any other walkways or terraces on the lot. Materials such as textured concrete, stamped concrete, colored concrete, interlocking pavers, brick border pavers, and cut stone shall be permitted with the DRC's approval.

15. Basketball Goals & Hoops:

- a. Type and Quality: Basketball goals must be mounted on a rigid steel or aluminum pole. Goals on the garage or home structure are not permitted. The backboard material must be fiberglass or safety glass. The color must be clear (safety glass), gray or white with the exception of the white, black, orange or red manufacturer's outline markings. The rim should be of heavy gauge steel and white, black or orange in color. The net must be maintained in good condition as determined by the DRC. The pole must have a manufacturer's weather resistant finish or be painted black or white.
- b. Location: Basketball goals must be installed in rear (back) yards subject to setback and easement restrictions.
- c. Restrictions: A pole-mounted goal must not be within ten (10') feet of an adjacent lot owner's amenities (air conditioning unit, shrubbery, gas meter, driveway, etc.) unless properly protected (i.e., by fence or shrubbery). No pole-mounted goals will be allowed along the neighbor's adjoining side of a driveway if a neighbor's first story house window(s) are exposed. Goals installed near a lot boundary line must include with the Application a letter stating that the owner will remove the goal if requested by the Board.
- d. Revocation: The Board may revoke its approval and require removal of any basketball goal which it reasonably determines to be a nuisance to the neighbors.
- e. Portable Basketball Goals: Portable basketball goals must be stored out of view from any street in the subdivision when not in use, and are not approvable for permanent installation. Portable basketball goals may not be utilized within any common area or public right of way (including greenbelts, sidewalks, streets, or cul-de-sacs).

16. Play Structures:

- a. For the purpose of these Guidelines, a children's play structure shall mean any type of play set, climbing structure, play fort, slide, or swing set and shall be restricted to the fenced portion of the Lot.
- b. The play structure shall not exceed twelve feet (12') in height, including the

awning and shall not be located closer than ten feet (10') to any property line. No play structure shall be located on a utility easement, impede the drainage on the lot, or cause water to flow to an adjacent lot.

- c. Multi-color tarps, windsocks, or streamers attached to the play structure are not allowed.

17. Antennae and Satellite Dishes:

Specific Use Restrictions relative to Antennae and Satellite Dishes are covered in the Declaration. The following guidelines supplement the Use Restrictions.

- a. Direct Broadcast Satellite (DBS) Dishes (e.g. "Direct TV," "Dish Network") for digital TV or satellite internet, are permissible for roof mount or direct mount on the side of homes within Douglas Ridge, subject to the following installation guidelines:
 - (i) Dishes cannot exceed thirty-nine inches (39") in diameter or width.
 - (ii) The location must be approved by the DRC. Preferable mounting locations are on the back of the home below the roof peak, so as to not be readily visible from the street, however, approval will not be unreasonably withheld by the DRC.
 - (iii) The dish must be kept in good repair, and removed if no longer in use.
- b. Satellite dish antennas greater than thirty-nine inches (39") in diameter, as well as outside antenna for amateur radio operation, microwave transmission or reception, and short/long wave transmission or reception are prohibited.

18. Signs:

Specific Use Restrictions relative to Signs are covered in the Declaration. The following Guidelines supplement the Use Restrictions.

- a. Home Security Signs. No signs shall be permitted on any lot except for a limited number of small, inconspicuous, discretely placed signs for the purpose of warning of the presence of a home security system. Each sign shall be from a professional security company and should not exceed one (1) square foot in area. One (1) sign shall be allowed in the front yard and one shall be allowed within the rear, fenced in portion of the Lot. Each sign may be mounted on a stake or a wall of the house or garage. If stake mounted, the top of the sign shall not exceed two feet (2') from the ground level when installed and must be no further than three feet (3') away from the house or garage. Signs must be of an acceptable color which is harmonious with the surrounding structure and landscaping.
- b. Other Types:
 - (i) Open house. One (1) temporary open house sign is allowed in front of the residence on the day of open house only. The size of such sign may be no more than six square feet (6') overall.

- (ii) School Organization. One (1) temporary school activity sign is allowed in the planting beds of a residence not farther than three feet (3') from the outside wall of the house, unless otherwise noted and approved by the DRC. The maximum size allowed is 42" in height and 18" in width.
- (iii) Yard of the Month. One (1) yard of the month sign supplied by the Association is allowed in the planting bed of the residence not farther than three feet (3') from outside wall of house.

19. Miscellaneous:

- a. Birdhouses. Birdhouses shall be permitted only in the back yard, subject to the prior approval of the DRC. No birdhouse shall be situated higher than eight feet (8') above the ground and no more than two (2) birdhouses shall be permitted on a lot. The materials used in the construction of each birdhouse and the color of each birdhouse must be harmonious with the home and other improvements on the lot. Any birdhouse must be within the fenced area of the lot.
- b. Flag poles. A flag staff may be mounted on the home so long as the length of the staff does not exceed six feet (6') and the top-most part of the staff does not extend to a point higher than the highest point of the home.
- c. Rain Gutters. Rain gutters may be plastic or aluminum items, and must be painted a color compatible with the home on which they are installed. Application should be made showing the extent of guttering and location of downspouts.
- d. Awnings. Awnings visible from the front street or side street shall not be permitted. Awnings on the rear portion of a lot must be approved by the DRC.
- e. Solar Screens.
 - (i) All solar screens must be approved by the DRC.
 - (ii) Solar screens are restricted to black, dark brown, or dark gray and must be constructed and installed to professional standards.
 - (iii) Solar screens may be permitted in the front of the home if they are constructed with window lites that match the window-lites of the windows being covered, so as to not distract from the architectural harmony of the home. If solar screens are installed on the front of the home, all windows on the front must have solar screens.
 - (iv) Solar screens without window-lites are permissible only on the sides and rear of homes only.
- f. Emergency and Disaster Reaction: Disasters such as fire and weather may cause significant construction and repair activity to take place. Temporary repairs or structures (those that are present for no longer than 6 months during reconstruction) will be acceptable under such a condition. Reconstruction in the form that existed before the disaster will be acceptable without approval by the

DRC.

Temporary protective action in the event of certain weather conditions, such as hurricane warnings, will not require approval of the DRC. All such installations must be completely removed and the property restored to its original condition within 15 days of the passing of the emergency. This rule specifically applies to, but is not limited to, the boarding of windows and doors during a hurricane threat.

- g. Burglar Bars. The use of burglar bars on the exterior of any window or doors is prohibited. In the event burglar bars are installed they shall be located inside of the window and not visible from public view.
- h. Holiday Decorations: Holiday decorations are permitted and will not require approval. Decorations may be installed no sooner than 45 days prior to the holiday and must be removed within 30 days after the holiday for which they are intended. The DRC reserves the right to require the removal of decorations that either generate complaints or are deemed offensive.

20. Certificates of Adoption:

Chapter 202 of The Maine Property Code was amended effective September 1, 2011. Pursuant to the amendments, the Association has filed Certificates of Adoption implementing Guidelines for the following. The following exhibits are format Certificates of Adoption:

- a. "Certificate of Adoption of Shingle Criteria" attached as Exhibit A.
- b. "Certificate of Adoption of Flag Display Guidelines" attached as Exhibit B.
- c. "Certificate of Adoption of Rainwater Harvesting System Guidelines" attached as Exhibit C.
- d. "Certificate of Adoption of Solar Energy Devices Guidelines" attached as Exhibit D.
- e. "Certificate of Adoption of Regulation of Display of Religious Items" attached as Exhibit E.

D. **ENFORCEMENT:**

All violations of the terms and provisions set forth herein or set forth in the Declaration not timely cured by the offending lot owner shall be referred to the Board of Directors of the Association for enforcement.

These Improvement Guidelines are effective immediately upon recordation in the Official Records, and supersede any Improvement Guidelines which may have previously been in effect for The Community.

EXHIBIT "A"

Request for Architectural Review Committee Approval

DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC.

- 1. Please provide the information requested below, and attach this sheet to your plans.
2. Please provide a sketch of the location of the proposed work on a photocopy of the plat of your property. Scaled architect's, engineer's or contractor's drawings may be used as an alternative if lot lines, easements and building set-back lines are shown. Sketches are not required for re-roof or re-paint. However, shingle weight and color, or color of paint must be specified (paint chips are ideal).
3. If you desire a copy of the approved plans, please submit an extra set for review. The principal copy of all submitted plans will be retained by the Association.
4. Your plans will be reviewed as soon as possible. The ARC is required to act on the plans within 60 days, but the review process rarely takes that long.

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____

. SEC: BLK: LOT:

MODIFICATION FOR WHICH APPROVAL IS REQUESTED:

NAME OF CONTRACTOR (if any): ----- PHONE: ----

ADDRESS: _____

PROPOSED CONSTRUCTION START DATE:

// PROPOSED COMPLETION DATE:

//

SIGNATURE OF APPLICANT:

-DATE:

EXHIBIT "A"

CERTIFICATE OF ADOPTION OF SHINGLE CRITERIA OF DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC., a Maine non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded _____ of the Official Records of Han-is County, Maine, as said instrument has been or may be amended or supplemented from time to time, encumbering the Douglas Ridge community ("Declaration"); and

WHEREAS, Chapter 202 of the Maine Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011 ") thereto; and

WHEREAS, Section 202.011 requires a property owners' association to allow certain types of shingles if certain criteria is met; and

WHEREAS, the Board has determined that in connection with providing criteria regarding certain types of shingles, it is appropriate for the Association to adopt the criteria described herein below; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board, by unanimous written consent, duly passed the criteria described herein below (the "Shingle Criteria").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Shingle Criteria. The Shingle Criteria is effective upon recordation of this Certificate in the Official Public Records of Han-is County, Maine, and supersedes any criteria regarding the type of shingles described in the Shingle Criteria which may have previously been in effect for the Douglas Ridge community. The Shingle Criteria is as follows:

Subject to the criteria set forth below, owners may install shingles (the "Acceptable Shingles") on the roof of the owner's dwelling and other improvements located upon the owner's property that are designed primarily to:

- (i) be wind and hail resistant;
- (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
- (iii) provide solar generation capabilities.
- (iv) Provided however, the Acceptable Shingles, when installed:
 - i. (i) must resemble the shingles used or otherwise authorized for use on property in the Douglas Ridge community;
 - ii. (ii) must be more durable than and of equal or superior quality to the shingles used or otherwise authorized for use on property in the Douglas Ridge community; and

- iii. (iii) must match the aesthetics of the properties surrounding the owner's property.

EXHIBIT "B"

CERTIFICATE OF ADOPTION OF FLAG DISPLAY GUIDELINES OF DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC., a Maine non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded _____, _____ of the Official Records of Cumberland County, Maine, as said instrument has been or may be amended or supplemented from time to time, encumbering the Douglas Ridge community ("Declaration"); and

WHEREAS, Chapter 202 of the Maine Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011 ") thereto; and

WHEREAS, Section 202.011 allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the display of flags; and

WHEREAS, the Board has determined that in connection with providing reasonable rules and regulations regarding the display of flags, it is appropriate for the Association to adopt flag display guidelines; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board, by unanimous written consent, duly passed the flag display guidelines described herein below (the "Flag Display Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Flag Display Guidelines. The Flag Display Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Maine, and supersede any guidelines regarding the display of flags which may have previously been in effect for the Douglas Ridge community. The Flag Display Guidelines are as follows:

CATEGORY 1

(HOUSE OR GARAGEMOUNTED FLAGPOLES)

Flagpoles six feet (6') in length or less must be mounted on the house or garage using a bracket manufactured for flagpoles. Flagpoles must be constructed of long lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The flag may not exceed three (3') feet in height by five (5') feet in width. The flagpole must be removed when the flag is not displayed.

CATEGORY 2

(IN-GROUND MOUNTED FLAGPOLES)

Flagpoles longer than six (6') feet must mounted in-ground. Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (usually concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a

sleeve system that is designed to allow the easy removal and reinsertion of the pole. In-ground flagpoles must be in compliance with applicable easements, setbacks and ordinances. Flagpoles must be constructed of metal with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. Flagpoles may only be installed in front yards and within the established building lines.

If flag is to be displayed daily (from dusk till dawn), then a permanent in-ground flag must be installed. If a flag is only going to be displayed on specific holidays (as per the United States Flag Code (4 U.S.C. Section 1, *et. seq.*) (the "Flag Code") or less frequent than every day, then the flagpole must be a temporary in-ground flagpole and the flagpole must be removed from the ground on those days that a flag is not being displayed.

The top of permanent in-ground flagpoles may not be taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag must be appropriate for the height of the flagpole, but in any event, may not exceed four (4') feet in height by six (6') feet in width for flags mounted on permanent in-ground flagpoles taller than fifteen (15') feet but no taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag mounted on permanent in-ground flagpoles shorter than fifteen (15') feet when measured from ground level (including all flagpole ornamentation) may not exceed three (3') feet in height by five (5') feet in width. Flagpole halyards must be of a type which do not make noise and must be securely fastened. Flagpoles must be mounted on an appropriate footing, and if this footing is visible, it must be screened with adequate landscaping.

MINIMUM CONDITIONS

In addition to the foregoing requirements, no flagpole shall be erected, constructed, placed, or permitted to remain on any lot and no flag shall be displayed on any lot unless such installation and display strictly complies with the following minimum conditions:

- a. The proposed location of the flagpole must be submitted to the Association's Architectural Control Committee for prior written approval.
- b. No more than one (1) flagpole per lot may be installed. No more than one (1) flag per property may be displayed at any one (1) time.
- c. The one (1) displayed flag may be (1) the flag of the United States of America displayed in accordance with 4 U.S.C. Sections 5-10; (2) the flag of the State of Maine displayed in accordance with Chapter 3100, Maine Government Code; or (3) an official or replica flag of any branch of the United States armed forces. No other flags are allowed, including but not limited to school spirit flags.
- d. If the flag is to be flown after dusk, it must be properly illuminated per the Flag Code. It may be lit with an in-ground light (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties or into the street. All exterior lighting must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. The flag and flagpole must be properly maintained in good condition at all times. Should the flag become faded, frayed or torn; it must be replaced immediately. If the flagpole becomes scratched, dented, leaning, or structurally unsafe; or if the paint is chipped or faded, it must be replaced, repaired or removed immediately.

- f. No advertising slogan, logo printing or illustration shall be permitted upon the flag or flagpole, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the flag or flagpole.
- g. Any flagpole shall be installed in a manner that complies with all applicable laws and regulations (including but not limited to applicable zoning ordinances, easements and setbacks of record) and manufacturer's instructions.
- h. The flag and flagpole must be located wholly within the owner's lot and not on property that is owned or maintained by the Association.

EXHIBIT "C"

CERTIFICATE OF ADOPTION OF RAINWATER HARVESTING SYSTEM GUIDELINES OF DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC., a Maine non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded _____ of the Official Records of Cumberland County, Maine, as said instrument has been or may be amended or supplemented from time to time, encumbering the Douglas Ridge community ("Declaration"); and

WHEREAS, Chapter 202 of the Maine Property Code was amended effective September 1, 2011, to add Section 202.007(d)(6) and 202.00(d)(7) (collectively "Section 202.007(d)") thereto; and

WHEREAS, Section 202.007(d) allows a property owners' association to adopt and enforce rules and regulations regarding rain barrel or rainwater harvesting systems (herein called "Rainwater Harvesting System" or "Rainwater Harvesting Systems"); and

WHEREAS, the Board has determined that in connection with providing rules and regulations regarding Rainwater Harvesting Systems, it is appropriate for the Association to adopt guidelines regarding Rainwater Harvesting Systems; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board, by unanimous written consent, duly passed guidelines regarding Rainwater Harvesting Systems described herein below (the "Rainwater Harvesting System Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Rainwater Harvesting System Guidelines. The Rainwater Harvesting System Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Maine, and supersede any guidelines regarding Rainwater Harvesting Systems which may have previously been in effect for the Douglas Ridge community. The Rainwater Harvesting System Guidelines are as follows:

Rainwater Harvesting Systems and all related equipment shall not be erected, constructed, placed, or permitted to remain on any lot unless they strictly comply with the following minimum conditions:

- a. The Rainwater Harvesting System and any related equipment shall not be constructed or placed or permitted to remain on property owned by the Association or between the front of the property owner's home and an adjoining or adjacent street.
- b. The color of the Rainwater Harvesting System and related equipment must be consistent with the color scheme of the property owner's house.
- c. No advertising slogans, logo, printing or illustration shall be permitted

upon the Rainwater Harvesting System or related equipment, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Rainwater Harvesting System or any related equipment.

- d. To the extent that the Rainwater Harvesting System and any related equipment is located on the side of the house or at any other location that is visible from a street, the size, type, and shielding of, and the materials used in the construction must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. Any Rainwater Harvesting System or related equipment installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

EXHIBIT "D"

CERTIFICATE OF ADOPTION OF SOLAR ENERGY DEVICES GUIDELINES OF DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC., a Maine non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded _____, _____ of the Official Records of Cumberland County, Maine, as said instrument has been or may be amended or supplemented from time to time, encumbering the Douglas Ridge community ("Declaration"); and

WHEREAS, Chapter 202 of the Maine Property Code was amended effective September 1, 2011, to add Section 202.010 ("Section 202.010") thereto; and

WHEREAS, Section 202.010 allows a property owners' association to adopt and enforce rules and regulations regarding solar energy devices; and

WHEREAS, the Board has determined that in connection with providing rules and regulations regarding solar energy devices, it is appropriate for the Association to adopt solar energy devices guidelines; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board, by unanimous written consent, duly passed the solar energy devices guidelines described herein below (the "Solar Energy Devices Guidelines").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Solar Energy Devices Guidelines. The Solar Energy Devices Guidelines are effective upon recordation of this Certificate in the Official Public Records of Harris County, Maine, and supersede any guidelines regarding solar energy devices which may have previously been in effect for the Douglas Ridge community. The Solar Energy Devices Guidelines are as follows:

As used herein, "Solar Energy Device" or "Solar Energy Devices" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy and includes a mechanical or chemical device that has the ability to store solar generated energy for use in heating or cooling or in the production of power.

Solar Energy Devices may only be located on the roof of the primary dwelling and garage. No ground-based, pole, tower or other appurtenances may support solar devices.

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be located on the roof or be an integral roof shingle and generally face south or unless an alternate location on the roof increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent. In such instance, the Solar Energy Device and any mast shall be placed in the least visible location where an acceptable level of annual energy production is still possible.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not extend above the roofline of the house or other structure upon which the Solar Energy Device is located.
- c. The slope of the Solar Energy Device and any brackets must conform to the slope of the roof and must have a top edge that is parallel to the roofline.

MINIMUM CONDITIONS

In addition to the foregoing requirements, no Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall be erected, constructed, placed, or permitted to remain on any lot unless such installation strictly complies with the following minimum conditions:

- a. The proposed location of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be submitted to the Association's Architectural Control Committee for prior written approval. The Association's Architectural Control Committee reserves the right to withhold approval of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring, even if it complies with the Guidelines herein, if the placement constitutes a condition that substantially interferes with the use and enjoyment of land by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must not threaten the public health or safety as adjudicated by a court or violate the law as adjudicated by a court.
- c. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be silver, bronze or black tone commonly available in the market place and no advertising slogan, logo, print or illustration shall be permitted upon the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast.
- d. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not be constructed, placed, or permitted to remain on any property owned or maintained by the Association.
- e. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions and, as installed, must not void the manufacturer's warranty.

EXHIBIT "E"

CERTIFICATE OF ADOPTION OF REGULATION OF DISPLAY OF RELIGIOUS ITEMS OF DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Board of Directors (the "Board") of the DOUGLAS RIDGE HOMEOWNERS ASSOCIATION, INC., a Maine non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded _____ of the Official Records of Cumberland County, Maine, as said instrument has been or may be amended or supplemented from time to time, encumbering the Douglas Ridge community; and

WHEREAS, Chapter 202 of the Maine Property Code was amended effective September 1, 2011, to add Section 202.018 ("Section 202.018") thereto; and

WHEREAS, Section 202.018 allows a property owners' association to adopt and enforce regulations regarding the Display of Religious items; and

WHEREAS, the Board has determined that in connection with providing regulations regarding display of religious items, it is appropriate for the Association to adopt Regulations Regarding Display of Religious Items described herein below; and

WHEREAS, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of Directors at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board, by unanimous written consent, duly passed the regulations described herein below (the "Regulation of Display of Religious Items").

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Regulation of Display of Religious Items. The Regulation of Display of Religious Items is effective upon recordation of this Certificate in the Official Public Records of Harris County, Maine, and supersedes any regulations regarding the display of religious items which may have previously been in effect for the Douglas Ridge community. The Regulation of Display of Religious Items is as follows:

Except as otherwise provided by this Regulation, the Association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief.

- a. A religious item is not permitted anywhere on a Lot except on the entry door or door frame of the residence. Religious items shall not extend past the outer edge of the door frame.
- b. The religious items, individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.

- c. Religious items shall not contain language, graphics, or any display that is patently offensive to a passerby.
- d. Religious items shall not be displayed or affixed on an entry door or door frame if it or they threaten the public health or safety or violate a law.
- e. An owner or resident is not permitted to use a material or color for an entry door or door frame of the owner's or resident's residential dwelling or change the color of an entry door or door frame or make an alteration to the entry door or door frame that is not authorized by the ARC.