

**After Recording Return To:**

Jason G. Howe, Esq.  
 Preti Flaherty  
 One City Center  
 Portland ME 04101

**AMENDED\*  
 DECLARATION**

**OF**

**STROUDWATER PRESERVE PHASE I HOMEOWNERS' ASSOCIATION**

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This Declaration is made and executed by **STROUDWATER DEVELOPMENT PARTNERS, LLC**, a Maine limited liability company with a mailing address c/o JHR Development, LLC, 40 South Street, Unit 305, Marblehead, MA 01945 (the "Declarant"), for the purposes and upon the terms and conditions hereinafter set forth:

1. **RECITALS AND PURPOSE.** Declarant is the owner of certain lots of land, related roadways, stormwater drainage systems, and shared water and sewer mains, serving those lots (the "Common Areas and Facilities"), together with a certain open space Open Space Area, all as set forth and defined shown as Phase I, Phase II, and Phase III: PRUD Lot, collectively, on a plan of land entitled "Site Plan, Stroudwater Preserve" prepared by Acorn Engineering, Inc., Scale 1" = 100' dated March 27, 2018 recorded with the Cumberland County Registry of Deeds in Plan Book 218 at Pages 275-277 (the "Property"). The Declarant desires to provide for the preservation of the character and value of said community and to create an Association for the purposes of administering the Common Areas and Facilities and Open Space Area, and imposing and enforcing the covenants and restrictions herein set forth herein.

2. **PROPERTY.** The property subjected to this Declaration consists of the property shown as Phase I as shown on a plan of land entitled "Site Plan, Stroudwater Preserve" prepared by Acorn Engineering, Inc., Scale 1" = 100' dated March 27, 2018 recorded with the Cumberland County Registry of Deeds in Plan Book 218 at Pages 275 (collectively referred to hereinafter as "Plan", and the property depicted on said Plan may be referred to at times herein as "Premises"). The Open Space Area is shown on the Plan as "Open Space Lot 100".

3. **ASSOCIATION.** Initially the Association shall be a non-profit corporation entitled "Stroudwater Preserve Phase I Homeowners' Association," provided that the Members thereof (hereinafter defined) may opt to operate the Association as an unincorporated association subject to the restrictions and covenants set forth herein and pursuant to the Association's By-Laws (the "Association"). The Association shall adopt By-laws for the operation of the Association whereby all Lot Owners shall be Members of the Association. The initial By-laws of the Association are attached hereto as Exhibit A and are incorporated herein by reference.

\*This document has been re-recorded to add page 17 which was unintentionally omitted from Book 35717, Page 204, and to correct the return mailing address.

4. POWERS. The Association, whether incorporated or not, shall have all powers of a non-profit corporation organized pursuant to 13 M.R.S.A. section 13-B and is organized and will be operated for the purpose of administering the Common Areas and Facilities, and to the extent not yet accepted by the City of Portland, the roadways shown on the Plan, including without limitation, maintenance and preservation of the same, and enforcement of all covenants and restrictions set forth herein. It shall have the power, through the Board of Directors, to enforce the terms, conditions and restrictions hereinafter set forth, including, without limitation, determining, collecting and disbursing the assessments and charges as hereinafter provided and taking such other actions as are deemed necessary and proper to fulfill its purposes; adopting and amending rules and regulations governing the Common Areas and Facilities and the Open Space Area; opening bank accounts on behalf of the Association and designating the signatories required therefor. The Association shall have the power, through the Board of Directors, to promulgate rules and regulations and to take such actions and fulfill such other purposes as voted by the Members. Without limitation, the Association shall have the power and authority to hire an independent property management company, and such contractors and service providers as the Board of Directors deems necessary or appropriate to perform all duties reasonably required for the operation and management of the Common Areas and Facilities and the Open Space Area, or to provide any other services required by the Association, including but not limited to the following:

- (a) The operation, care, upkeep and maintenance of the Common Areas and Facilities and the Open Space Area, including but not limited to the removal of snow ice from roadways until they are accepted by the City of Portland; and
- (b) Maintenance and repair of roads and sidewalks until the same are accepted by the City of Portland; and
- (c) Management of the Open Space Area, as more particularly set forth herein and as shown on the Plan, unless and until the same may be transferred an organization dedicated to legal conservation, or to the City of Portland, or its designee/assignee; and
- (d) To provide accounting and legal services, to prepare and revise budgets for Annual and Special Assessments, and to collect fees and assessments imposed by the Board of Directors to carry out the responsibilities of the Association; and
- (e) Determine, collect and disburse the assessments and charges as herein provided and take such other actions as are deemed necessary and proper for the benefit of the Association; and
- (f) Draft, adopt and amend rules and regulations governing the Common Areas and Facilities and the Open Space Area; and
- (g) Open bank accounts on behalf of the Association and designate the signatories required therefor, deposit any funds of the Association in any bank or trust company, and withdraw and draw checks on any funds of the Association, all

in accordance with the provisions hereof and for the benefit of the Association;  
and

- (h) Engage in such litigation in the name of and on behalf of the Association as they deem necessary and proper to further the purposes of this Association; and
- (i) Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Common Areas and Facilities and the Open Space Area or any part or parts thereof, free of all encumbrances, at public or private sale, for cash or on credit, and in such manner, on such terms, for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to secure the payment of all or any part of the purchase price of any of the trust property so sold or transferred by mortgage and to execute and deliver any deed or other instrument in connection with the foregoing; and
- (j) Borrow or in any other manner raise such sum or sums of money or other property for purposes deemed by the Board of Directors to be necessary or beneficial to the Association, upon such terms and in such manner as they shall deem advisable, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times beyond the possible duration of this Association, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; and
- (k) Enter into any arrangement for the use or occupation of the Common Open Area property, or any part or parts thereof, including but not limited to leases, sub-leases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extends beyond the possible duration of this Association; and
- (l) Incur such liabilities, obligations and expenses, and to pay from the principal or the income of the Association in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the Association; and
- (m) Carry insurance as deemed appropriate by the Board of Directors to protect the Association or the Lot Owners, the premium of which shall be assessed as a common expense; and
- (n) Such other matters as the Board of Directors of the Association shall deem necessary or proper for the furtherance of the purposes of the Association.

5. DURATION. The Association shall commence its existence upon the execution hereof and shall remain in full force and effect whether incorporated or unincorporated, in perpetuity unless sooner terminated by vote of the Members as set forth below.

6. MEMBERSHIP. Every person who is an owner of a Lot shown on the Plan (a "Lot Owner") shall be a member of the Association ("Member"). Acceptance of a deed to any Lot or

property on the Plan shall have the effect of making that person a Member in the Association without regard to whether or not said membership is provided for specifically in the deed of conveyance. For purposes of this paragraph, owner of a Lot on the Plan is not intended to include those parties who hold title merely as security for the performance of some obligation.

7. VOTING RIGHTS. The Association shall have one class of voting membership whether incorporated or not. Members shall be entitled to one vote for each Lot owned by that party. When more than one person holds ownership to the same Lot, or if ownership is held in a manner other than as an individual, the vote of such Lot shall be exercised as the owners of that Lot shall among themselves determine. Fractional votes shall not be permitted. Only one vote shall be cast with respect to any Lot, and the Association shall have the right to require that any Lot Owner or Owners execute and deliver to the Association a Certificate of Vote, which authorizes one party to cast said vote, which Certificate shall be conclusively binding upon all ownership interests in said Lot. In the event two or more owners of a Lot attempt to cast the vote of such Lot, the Board of Directors may, in its sole discretion, elect to designate one such person to cast a vote on behalf of such Lot, or elect to disregard the vote of such Lot.

8. RESERVED DECLARANT RIGHTS. The Declarant shall hold and be considered the owner of all Lots for purposes of allocating voting rights in and to the Association from the date of execution of this Declaration until the date which is the earlier of the sale of the last lot within the Premises, or 7 years after the date hereof (the "Declarant Control Period"). The Declarant may, at any time release said voting rights to some or all of the then current Lot Owners. The Declarant reserves the right to amend any of the provisions hereof, including the covenants, restrictions, and conditions, without a vote by Lot Owners during the Declarant Control Period.

9. BOARD OF DIRECTORS. During the Declarant Control Period, the Board of Directors shall consist of three (3) Members, all of which shall be appointed by the Declarant. Until the sale of the last Lot by the Declarant, its successors or assigns, the Declarant shall be entitled to appoint a majority of the Directors. After the expiration of the Declarant Control Period, the Association shall be governed by a Board of Directors consisting of not less than three (3) and not more than seven (7) Members, all of which shall be Lot Owners. The initial Board of Directors after sale of the last Lot shall be elected by a majority vote of the Lot Owners to either a one (1) year term, a two (2) year term, or a three (3) year term, with the terms of the Members of the Board of Directors being staggered as such so that the term of at least one (1) Member of the Board of Directors expires each year. Thereafter, the Board of Directors shall consist of Members elected by the majority vote of the membership as each term expires, it being understood that the term for a Director shall be three (3) years, such that at least one director is up for election each year. Directors shall be elected at the annual meeting of the Members. The Board of Directors shall have full authority to take all actions necessary for the administration of the affairs of the Association and shall have all powers and duties to do all such actions and things as are necessary and proper to be done to effectuate the purposes hereof. Unless otherwise specified herein, the vote of the Board of Directors is binding upon all Members of the Association. A majority of the Board of Directors shall have the power to bind the entire Board without consent of the rest of the Board of Directors.

10. INDEMNIFICATION OF BOARD OF DIRECTORS. All Members of the Association agree to indemnify and hold the Directors harmless from any and all actions taken in good faith

pursuant hereto. Each Director, in his or her capacity as a Director, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his being or having been a member of the Board of Directors, or any settlement of any such proceeding, whether or not he or she is a Director at the time such expenses are incurred, except in such cases wherein such Director is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Director had no reasonable cause to believe his conduct was unlawful. The indemnification by the Lot Owners set forth in this Article shall be paid by the Association on behalf of the Lot Owners and shall constitute a common expense and, to the extent not covered by insurance, shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director may be entitled as a matter of law or agreement or by vote of the Lot Owners or otherwise. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Directors in this Declaration. Acting by majority, the Board of Directors may purchase, as a common expense of the Association, such insurance against such liability as they shall determine is reasonable and necessary.

11. BUDGET / ASSESSMENTS. The Lot Owners covenant and agree to pay as dues to the Association, such sums per year which are levied pursuant to an annual assessment as shall be based upon a budget approved by the Members of the Association (the "Budget"). The Board of Directors shall prepare a proposed Budget and Annual Assessment by January 15<sup>th</sup> of each year, and shall submit the same for approval as hereinafter set forth to the Members of the Association at a meeting duly called for that purpose by the Board or Directors. The total amount of the Budget shall be divided equally by the total number of Lots and each Member of the Association shall be obligated to pay to the Association his, her or its assessment for all Lots owned by such Member as of February 15<sup>th</sup> of the calendar year (the "Annual Assessment"). In the event that the Board of Directors shall determine at any time during any fiscal year that the Annual Assessment so made is less than the expenses actually incurred, or in the reasonable opinion of the Board of Directors, likely to be incurred, or in the event that the Board of Directors shall determine that it is advisable to establish a larger reserve or other fund for projected capital or other expenditures or otherwise, the Board of Directors may make one or more supplemental assessments ("Special Assessments"). In order to be approved, Annual Assessments and Special Assessments shall require a majority vote of Lot Owners entitled to vote. Both Annual Assessments and Special Assessments are to be used for the accomplishment or fulfillment of the purposes and objectives of the Association as stated in this Declaration. All Annual Assessments and Special Assessments are due and payable within 30 days of receipt of the Assessment invoice, provided that the Board of Directors shall have the authority to divide Annual and Special Assessments into monthly, quarterly or semi-annual installments. Failure of the Board of Directors to promulgate or distribute a written Budget on the timetable set forth in this paragraph shall not invalidate the Association's assessments to Members.

12. LIEN FOR ASSESSMENTS. The Annual Assessments and/or Special Assessments (collectively, "Assessments") authorized hereunder or pursuant to any By-laws promulgated pursuant hereto shall be enforced by an action of the Board of Directors, and unpaid Assessments shall be a charge on the Lots shown on said Plan and shall be and constitute a continuing lien upon the Lot of the Lot Owner against whom, such Assessments is levied, including any buildings or

improvements thereon. If Assessments are not paid in a timely fashion then said sums shall be deemed delinquent and the Association shall, in any event, have the right to charge interest, fines, and late fees on said sums at such rate and in such amounts as determined by the Board of Directors. Additionally, the Association shall be entitled to recover all costs of collection, including reasonable attorneys' fees, in connection with the collection of any delinquent sums. In the event any sum assessable to a Lot shall become delinquent, the Association may bring an action at law against the Lot Owner(s) obligated to pay the same or foreclose the lien against such Lot Owner's lot or lots. Such foreclosure process shall be the same procedure as for foreclosure of a mortgage pursuant to Title 14 of M.R.S.A. which statutes are incorporated herein by reference.

13. ELIGIBLE MORTGAGE HOLDERS. An eligible mortgage holder (an "Eligible Mortgage Holder") shall be defined as any holder of a mortgage whose mortgage lien affects property shown on the Plan, and who gives notice in writing to the Association by forwarding a copy of their mortgage instrument to the Association. The lien referenced above for delinquent Assessments shall under no circumstances supersede the lien of an Eligible Mortgage Holder who has recorded their Mortgage instrument prior to the recording of a Notice of Lien. Every Eligible Mortgage Holder shall be entitled to written notice of any delinquencies pertaining to the Lot upon which it holds a Mortgage, but failure to so notify an eligible Mortgage Holder shall not invalidate the lien.

14. AMENDMENT. After the Declarant Control Period, and subject to the Reserved Declarant Rights, this Declaration shall be amended only by a majority vote of Members equal to or greater than sixty-seven percent (67%) of the votes entitled to be cast, as evidenced by a written certificate recorded by the Board of Directors.

15. COVENANTS, RESTRICTIONS AND CONDITIONS. The Premises are hereby subjected to and will be conveyed with the following covenants, conditions and restrictions, which shall be considered as real covenants running with the land, to be binding upon the Declarant, its successors and assigns, and all Lot Owners, their heirs and assigns, and enforceable in law or equity by the Declarant, its successors and assigns, the Association, or by the owner of any Lot within the subdivision of which the subject premises form a part:

a. That all sewerage and septic waste disposal system development, maintenance and repairs shall be undertaken in conformity with applicable State and Local authorities.

b. When the construction of the buildings on the Premises commences, work thereon shall be prosecuted diligently and completed within a reasonable time. No building shall be occupied during construction, except in the case of an unfinished level to be completed at a later date.

c. No unsightly vegetation growth or refuse pile shall be permitted to remain on any part of the Premises. Dead trees may be retained on the Premises if they are deemed by the Board of Directors to provide potential wildlife habitat.

d. No Lot Owner shall do or permit to be done, any act upon the Premises which may be or is, or may become, a nuisance or unreasonable interference with another Lot Owner.

e. No Lot Owner shall do or permit anything to be done, any act upon the Premises which may be or is a part of the Open Space Area except in conformity with the rules and regulations governing the Open Space Area set forth herein.

f. All Lot Owners agree and recognize that certain of the Common Areas and Facilities and the Open Space Area are subject to certain easements benefitting the City of Portland, its successors, or assigns, and all members of the public. No owners shall interfere with, nor shall any Owner contravene, either the affirmative or restrictive covenants of any easement or other grant of right related to any Common Areas and Facilities or the Open Space Area or public right of way or open space easement.

g. Each Lot Owner shall be solely responsible for the maintenance, repair or replacement of any individual sewer pumping, sewer processing, and sewer transmission equipment benefitting the Owner's Lot. In the event that two or more Lots are benefitted by one such sewer pump, sewer processing, and/or sewer transmission facility, then the Owners of each Lot shall split the cost of maintenance, repair, and/or replacement of such facility, pro-rata, based on the number of Lots benefitted.

h. No Lot Owner shall utilize any fertilizer, lawn care treatment product, or engage in any lawn maintenance procedure that is or may be hazardous to the environment as set forth by the standards determined by the City of Portland Pesticide and Fertilizer Task Force.

By acceptance of a deed to the Lot, the Lot Owner, its heirs, successors and assigns agree to be bound thereby. The aforesaid covenants and conditions shall run with the land. They are imposed upon the Premises for the benefit of the remaining land of the Declarant, as well as for the benefit of any and all persons owning land shown on the Plan and holding a deed with similar covenants or restrictions given or to be given by the Declarant, its successors and assigns; that in all future conveyances of land situated on the Plan will contain substantially similar restrictions; and it is further understood, covenanted and agreed that said restrictions, covenants and conditions are intended as equitable servitudes upon each and every parcel of land affected, and that the Declarant, its heirs, successors and assigns, shall have full right, in common with the Declarant, its successors and assigns, and the Association, to enforce the same, insofar as the same are enforceable, by any applicable legal process or in any lawful manner. The erection and use of any structure or the occupation of the Lot contrary to these conditions and restrictions, or any part thereof, shall be conclusively deemed a nuisance for which the Declarant, its successors and assigns, other Lot Owners, or the Association, shall have a remedy by due process of law or may, at its option, by its agents, enter and remove and abate such nuisance at the expense of the Lot Owner(s), its successors and assigns, without being responsible for trespass therefor. The Association shall have the power to levy fines for violations of the foregoing covenants, restrictions and conditions.

16. OPEN SPACE AREA. The Premises are hereby subjected to and will be conveyed subject to certain restrictions affecting Open Space Area as shown on the Plan (which the plan may variously identify as "Open Space Easement," or "Open Space," or "Resource Protection

Overlay Zone,” or “Public Access Easement,” or any of the like as designated on the Plan). The covenants contained within this Declaration and specifically set forth below provide for the protection of the Open Space Area.

a. Responsibility to Maintain and Protect Open Space Area. The Association shall maintain and enforce, to the extent necessary, the protective covenants applicable to the Open Space Area, unless and until the City of Portland, its successor or assigns, or a third party entity or organization having the purpose of conserving land, agrees to take on such maintenance and enforcement responsibility. Any individual Lots which include Open Space Area shall be encumbered by an Open Space Easement which shall contain a recitation of the Declaration of Restrictions as part of the deed description.

b. Protective Covenants Pertaining to Open Space Area. After the Declarant Control Period, and unless the owner of the Open Space Area, or any successors or assigns, obtains the prior written approval from all parties holding rights thereto, the Open Space Area shall remain undeveloped. The use of the Open Space Area is hereby limited as set forth herein:

i) No soil, loam sand, gravel, concrete, rock or other mineral substance, refuse trash, vehicle bodies or parts, rubbish, debris, junk, waste, pollutants, or other fill material may be placed, stored, or dumped on the Open Space Area, nor may the topography of the area be altered or manipulated in any way;

ii) Any removal of trees or other vegetation – aside from ordinary mowing and scrub brush removal – within the Open Space Area must be expressly approved by the owner of the Open Space Area.

iii) No building or temporary structure may be constructed, placed, or permitted to remain on the Open Space Area except for signage, utility poles, drainage structures, and fences.

iv) Any activity or use of the Open Space Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Open Space Area must be approved in advance. Prior approval may be obtained if the alterations or changes do not impede the buffer capability of the Open Space Area or if adequate and appropriate alternative means of buffering are provided.

c. Enforcement. The Association may enforce any of the Restrictions set forth in this section.

d. Binding Effect. The Restrictions set forth herein shall be binding upon any present or future owner of the Open Space Area. If the Open Space Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Open Space Area is included within such owner’s property.

e. Stormwater BMP Ownership and Maintenance. The Stormwater BMP systems set forth and labeled as FB-1, FP-4, FP-5, FP-7, FP-9, FB-11, FP-12, FP-13, FP-15, FP-18, FP-19 on pages C-31 &-32 of a plan of land entitled “Grading & Drainage Plan – Phase 3,



Stroudwater Reserve, Stroudwater Development Partners, LLC, Kennebunk, Maine 04043” shall be owned and maintained by the City of Portland. A copy of aforementioned plan is on file with the Declarant.

17. PHASE II ASSOCIATION. This declaration is for the association servicing the Premises (Phase I) at the Property. It is the express understanding that the association established hereunder shall bear the sole responsibility and cost of all maintenance of open space anywhere on the Property, until such time as the “Stroudwater Preserve Phase II Homeowner’s Association” is formed and clears its Declarant Control Period (said time being “Phase II Completion”). Upon Phase II Completion, this association and the Phase II association shall share all costs and obligations as set forth in this Declaration and shall further merge their boards of directors. Without the need for anything further, upon Phase II Completion, this Association and the Phase II association shall, and hereby do, merge. Until the Phase II Completion, nothing in this declaration shall grant any lot owner, or the board of this Association, the right to control or govern any actions whatsoever taken by Developer in Phase II.

18. MISCELLANEOUS:

a. Conflict. If any provision of this Declaration, the Bylaws or the rules and regulations of the Association, or any section, sentence, clause, phrase, or word herein or therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the subdivision approval, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and rules and regulations of the Association, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

b. Interpretation.

i) The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

ii) The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

iii) No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches that may occur.

iv) The use of words such as “herein” or “hereunder” shall refer to this entire Declaration and not merely the section, paragraph or provision in which such words appear.

c. Invalidity. If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a parcel, or the rules and regulations of the Association is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other

element of such documents.

d. Municipal Ordinances. This Declaration is independent of any requirements or restrictions imposed by the Ordinances of the City of Portland. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. The City of Portland has no authority or responsibility to enforce the provisions of this Declaration. However, it has the authority to require maintenance of those items set forth on the approved Plan, which shall be the duty of the Association to maintain. These items are generally set forth in Paragraph 15.

e. Notices. Any notice required or given pursuant to this Declaration to the Association or to any Lot Owner may be delivered to any Association director or officer or to such Lot Owner respectively either by delivering it in person, by sending it to his/her Lot by first-class mail, postage prepaid, or by delivering it to the Lot by hand, or as otherwise permitted by the Bylaws.

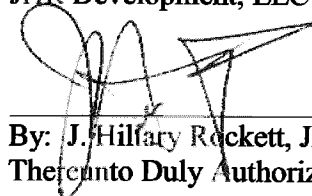
f. Amendment. Any provision contained within this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or revocation signed by the Directors of the Homeowners Association attesting to the approval thereof in accordance with the requirements of this Declaration.

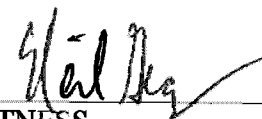
g. Effective Provisions of Declaration. Each provision of this Declaration and any agreement promise, covenant, and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon title to the Open Space Area.

h. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, Stroudwater Development Partners, LLC, have caused this instrument to be executed as of this 14<sup>th</sup> day of June, 2019.

Stroudwater Development Partners, LLC  
By: JHR Development, LLC

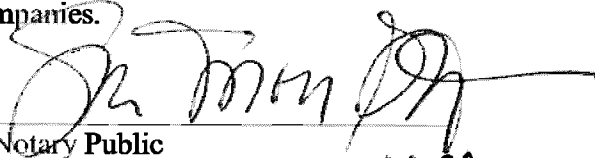
  
By: J. Hilfary Rockett, Jr., its Manager  
Thereunto Duly Authorized

  
WITNESS

MASS  
STATE OF ~~MAINE~~  
COUNTY OF ~~YORK~~ Essex

June 14, 2019

Then personally appeared before me the above-named J. Hillary Rockett, Jr., in his capacity as Manager of JHR Development, LLC, being the manager of the said Stroudwater Development Partners, LLC, and acknowledged the foregoing instrument to be the free his act and deed, and thereby, the free act and deed of both said companies.



Notary Public  
Print Name: Susan Mary Griffin  
My Commission Expires: 2/20/20  
Official Seal or Notary Stamp:



**EXHIBIT A****BYLAWS****OF****STROUDWATER PRESERVE PHASE I HOMEOWNERS' ASSOCIATION****ARTICLE I****Definitions**

**Section 1.** "Association" shall mean and refer to the Stroudwater Preserve Phase I Homeowners Association, a non-stock, non-profit corporation (or an unincorporated association formed in accordance with the Declaration) organized and existing under the laws of the State of Maine.

**Section 2.** "Common Areas and Facilities" or "Open Space Area" shall mean and refer to any Association Property as shown on the subdivision plan entitled "Site Plan, Stroudwater Preserve" prepared by Acorn Engineering, Inc., Scale 1" = 100', dated March 27, 2018 recorded with the Cumberland County Registry of Deeds in Plan Book 218 at Pages 275-277, and any amendments thereto, together with any real property transferred or owned by the Association. Without limitation, these areas may include the streets and ways or other improvements shown on the said plan provided that any may, in the future, be transferred to the City of Portland, or recreational easements or other open space areas transferred to the City of Portland or Portland Trails.

**Section 3.** "Declaration" shall mean and refer to the Declaration of Stroudwater Preserve Homeowners' Association, dated \_\_\_\_\_, recorded in the Cumberland Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, as the same may be amended from time to time (the "Declaration").

**Section 4.** A "Lot Owner" or "Member" shall mean and refer to each owner (whether an individual person or persons, corporation, partnership or other legal entity) of record of a lot subject to the Declaration, but shall not mean and refer to an owner of record whose only interest in such lot or parcel of land is as mortgagee under a real estate mortgage as security for the performance of an obligation, until and unless such owner shall have commenced proceedings under the laws of the State of Maine to foreclose such mortgage and shall have delivered a certificate to this effect to the Secretary of the Association. Any Lot Owner which is made subject to the terms of the Declaration shall also be a Member.

**ARTICLE II****Location**

The principal office of the Association shall be located in the City of Portland, in the County of Cumberland and State of Maine. The registered office of the Association shall be located at c/o JHR Development, LLC, 40 South Street, Unit 305, Marblehead, MA 01945. Jason G. Howe, Esq., whose office is located at 62 Portland Road, Suite 25, Kennebunk, ME 04043, shall serve as agent for service of process on the Association.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Each Lot Owner as designated in Article I, Section 4, shall be a Member of the Association.

Section 2. During the Declarant Control Period, as set forth in the Declaration, the Declarant shall appoint the Board of Directors, and shall take all such action as needed on behalf of the Association, it being understood that reasonable assessments against the Lots shall nonetheless be payable by the Lot Owners of said Lots during the Declarant Control Period.

Section 3. After the Declarant Control Period, as set forth in the Declaration, the Association shall have one class of voting membership, with one vote allocable per lot, as set forth in the Declaration.

Section 4. The rights of membership are subject to the payment of assessments levied by the Association, the obligation of which assessments is imposed against each Lot Owner and becomes a lien upon the lot against which such assessments are made. No Member may be released from any obligations of membership by non-payment or other default under the Declaration, and membership shall be automatic and run with the ownership of a lot.

### ARTICLE IV

#### Board of Directors

Section 1. During the Declarant Control Period, the affairs of the Association shall be managed by a Board of Directors appointed by the Declarant. After the Declarant Control Period, the affairs of the Association shall be managed by a Board of not less than three (3) and not more than seven (7) Directors who shall be members of the Association, and who shall hold office until the election of their successors, all as set forth in the Declaration.

Section 2. Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

### ARTICLE V

#### Election of Directors

Section 1. Directors shall be elected, and shall serve, as set forth in the Declaration.

### ARTICLE VII

#### Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have the power:

- (a) To call special meetings of the Members whenever it deems necessary and it shall call a special meeting at any time upon written request of three-fourths (3/4) of the voting membership.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association, in any capacity whatsoever.
- (c) To establish, levy and assess, and collect assessments or charges as set forth in the Declaration.
- (d) To adopt and publish rules and regulations governing the use of the Common Areas and Facilities or Open Space Area and the personal conduct of the Members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authorities vested in or delegated to the Association under Maine law, except those reserved to the Members.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by three-fourths (3/4) of the voting membership, as provided in Section 1 of ARTICLE VII hereof.
- (b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- (b) To maintain a list of each and every Lot Owner and of assessments applicable to each lot which shall be kept in the office of the Association and shall be open, during reasonable business hours, to inspection by any Member.
- (c) To send written notice of each assessment to each Lot Owner subject thereto.
- (d) To issue, or cause an appropriate officer to issue, upon demand by any Member a certificate setting forth whether any assessment has been paid.

## ARTICLE VIII

### Directors Meetings

Section 1. The Board of Directors shall meet at such times and places as it may determine.

Section 2. Meetings of the Board of Directors shall be held when called by any officer of the Association or by any two Directors after not less than three (3) days' notice to each Director.

Section 3. The majority of the Board of Directors shall constitute a quorum thereof.

## ARTICLE IX

### Other Committees

Section 1. The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate and create one or more other committees, each committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution or resolutions or in these Bylaws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association. Such committee or committees shall have such name or names as may be stated in these Bylaws or as may be determined from time to time by resolution adopted by the Board of Directors.

The Committees shall keep regular minutes of their proceedings and report the same to the Board when required.

## ARTICLE X

### Officers

Section 1. The officers of the Association shall be a President, a Secretary, a Treasurer and a Clerk. The President shall be a member of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Members and of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds and other written instruments (except checks for the disbursement of funds of the Association).

Section 5. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or she shall record in a book to be kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 6. The Treasurer shall receive and deposit in appropriate corporate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors. The Treasurer shall sign all notes and checks of the Association, provided that such notes shall also be signed by the President.

Section 7. The Treasurer shall keep proper books of account of all financial transactions of the Association. He or she shall prepare an annual budget and an annual balance sheet and operating statement and shall present the same to the membership at its regular annual meeting.

Section 8. The Board of Directors, at its discretion, may appoint such other officers or agents as it may deem advisable, and prescribe the powers and duties thereof.

## ARTICLE XI

### Meetings of Members

Section 1. The regular annual meeting of the Members shall be held on the second Saturday of September at Seven O'clock (7:00) in the P.M., Eastern Daylight Time, in Portland, Maine.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Secretary or the Treasurer, or by the Board of Directors, or upon written request of the Members who have a right to vote three-fourths (3/4) of all of the votes of the entire membership.

Section 3. Notice of all meetings shall be given to the Members by the Secretary. Notice may be given to each Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to the address appearing on the books of the Association. The Association may also authorize the use of e-mail for the giving of notice. Each Member shall register his or her address with the Secretary, and notices of meetings shall be mailed to him or her at such address. Notice of any regular or special meeting shall be mailed at least six (6) days in advance of the meeting and shall set forth the nature of the business to be transacted.

Section 4. Unless specific provision is made in these Bylaws for a different assent of the voting Members as a whole or by class, all matters coming before the membership at the annual meeting or at special meetings shall be carried by the assent of a majority of the votes of all voting Members who are voting in person or by proxy.

Section 5. Unless specific provision is made in these Bylaws for a different quorum on special matters of the membership as a whole or by class, the presence at any meeting of Members entitled to cast, or of proxies entitled to cast, in the aggregate one-third (1/3) of the total votes of the membership shall constitute a quorum for any action governed by these Bylaws.

Section 6. The act of the majority of Members present at any legal meeting at which a quorum is present shall constitute an act of the Association.

## ARTICLE XII

### Proxies

Section 1. At all meetings of members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon any Member ceasing to be a Lot Owner.

## ARTICLE XIII

### Amendments and Conflicts

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law. Further, these Bylaws shall not be amended in a way that conflicts with the said Declaration, as the same may be amended from time to time, and in the event of any conflict



between these Bylaws, the Articles of Incorporation, and the Declaration, the terms of the Declaration shall control.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.