

CORRECTIVE

The Peaks Homeowners' Association Amended and Restated

BY-LAWS

Article I

Name

The name of the association is The Peaks Homeowners' Association (hereinafter from time to time called the "Association").

Article II

Purposes

The purpose of this Association is as follows:

To establish an Association of lot owners for the ownership, maintenance and/or control of the common areas, roadways, storm water management structures and easements, if any, in The Peaks Subdivision, a subdivision located in Newry, Maine (which as it currently exists or as it shall be called the "Subdivision"), until such time as such roads, storm water management structures and easements shall be accepted by the Town as public property and to maintain the land of the Association to be located in said Newry, Maine, and further described on the Plans of The Peaks Subdivision, Newry, Oxford County, Maine prepared by Main-Land Development Consultants, Inc and approved by the Town of Newry Planning Board on April 5, 2006 and recorded on April 12, 2006 as Plan Numbers: 3961, 3962, 3963, 3964, 3965, 3966 and 3967 in the Oxford County, inclusive as such plans may be amended from time to time (the "Property"), and to allow the Chadbourne Lot Owners (as defined in Article III hereof) to be members of the Association (all as further described in Articles III and IV hereof).

In addition to all the powers, authority and responsibilities granted to or imposed upon this Association, by the laws of the State of Maine, all of which this Association shall have. this Association shall have the following specific powers to the fullest extent permitted by law:

To levy and collect assessments and other charges against members jointly and severally as lot owners so as to maintain (1) the common areas, road and storm water management structures in the Subdivision, as further provided herein, and (ii) the Property; 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 members of the Association; and generally to do any and all lawful acts necessary or convenient for the

fulfillment of the foregoing purposes and to exercise all powers and purposes permitted under Title 13-B of the Maine Revised Statutes Annotated, as amended.

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.

Article III

Members

Section 3.1: There shall be three classes of membership as follows:

Class A: Shall be each of those Lot owners as defined in the Restrictive Covenants as Class A voters, each such lots owners shall be entitled to one vote for each of its lot owners in good standing.

Class B: The Class B member shall be the Grantor/ Developer, Maine Mountain Properties, LLC and it shall be entitled to three (3) votes for each Class A vote until the number of Class A votes becomes fifteen (15) at which time said Grantor/ Developer shall be entitled to two (2) votes for each Class A vote. When the number of Class A votes reaches thirty (30), then the Grantor/ Developer shall be entitled to one (1) vote for each Class vote. When the number of Class A votes reaches forty (40), then there shall no longer be a Class B member.

Class C: The Class C members shall be Chadbourne Tree Farms, LLC, and each party holding title in the future (each a "CTF Lot Owner") to any portion of the CTF Property (as defined in Section 7.8 hereof). Each Class C member(s) shall be entitled to one (1) vote for each lot or parcel of land it owns within the CTF Property with respect to matters relating to the Vista Road, but shall have no right to vote on any other matters.

Section 3.2: Except as otherwise provided, membership shall not be transferable. The membership of owners of each lot shall terminate upon a sale, transfer or other disposition other than by mortgage, of the ownership interest of such owners in said lots, and thereupon the membership of 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 Association a certified copy of the deed into the new owner(s) so as to verify for the Association that the new owner(s) is/are the proper voting party(ies). Said certificate copy can be obtained at the Oxford 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.

Each party owning a portion of the CTF Property shall be automatically deemed to be a Class C member, and shall hold same until his sale, transfer or other disposition other than by mortgage, of his interest in the CTF Property, and thereupon the membership of any interest in this Association shall automatically transfer to and be vested in the 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 into the new owner(s) so as to verify for the Association that the new owner(s) is/are the proper voting party(ies).

Said certificate copies can be obtained at the Oxford 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

Meeting 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 meetings of the members shall be held each year on the second Saturday of the Month of November, commencing in the year 2006, and shall be held on that day in each succeeding year. At such meeting there shall be elected a Board of Directors in accordance with 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 absences or disability, the duty of the Secretary, to call a special meeting of the members as directed by resolution of a majority of the Board of Directors, or upon a petition signed by fifty percent (50%) of the Class A and Class B members of the Association. The Notice of any special meeting shall state the time, place and purposes 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 votes present, either in person or by proxy.

Section 4.4: It shall be the duty of the Secretary, or upon his/her failure or neglect then of any officer or member, to mail by United States Mail, postage prepaid, a notice of each annual or special meeting stating the purpose, the time and place thereof to each designated member of record. With respect to any annual or special meeting such notice shall be so mailed at least seven (7) days but no more than thirty (30) days prior to the date so set for the meeting.

Section 4.5: The present, either in person or by proxy, of the owners of at least fifty (50%) percent of the Regular Members of the Association 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 Regular Members 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 vote in accordance with Section 3.1. If any member consists of more than one (1) person, the voting rights for such member shall be divided equally among the number of owners and shall be voted accordingly. Unless by express provisions of these By-Laws, a different vote is required, each question presented at a meeting shall be determined by a vote of a majority of lot owners. As used in these By-Laws, the term "majority of membership" shall mean those lot owners having more than fifty (50%) percent of the total authorized votes as determined in accordance with this Section 4.7 of all members present in person or by proxy and voting in any meeting of the members.

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 or of the manager;
- (E) Reports of committees, if any;
- (F) Election of inspectors of election (when so required);
- (G) Election of members of the Board of Directors (when so required);
- (H) Unfinished business
- (I) New business.

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 members 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 the Board of Directors, which shall consist of at least three (3) persons but not more than five (5) persons. Each Director, other than the Directors designated in the Articles of Incorporation of the Association, shall be a designated lot owner; or if a lot owner shall be a corporation, partnerships or trust, then an officer, partner, trustee or beneficiary of such lot owner. Regular Members shall elect Directors.

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 from time to time. 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 or their respective shares of the estimated expenses as hereinafter provided;
- (D) To provide for the management, operation, resurfacing, maintenance, repair and removal of snow from the Vista Road until accepted by the Town of Newry;
- (E) To provide for the management, operation, maintenance, and repair of the property, including, if deemed advisable, the erection of any structures on such property; and
- (F) To take such other action with respect to the affairs of the Association as shall be necessary to effect its efficient operation.

Section 5.3: At the first annual meeting of members, a Board of Directors shall be elected by the Class A and Class B members, which shall succeed the initial Directors. At the first annual meeting of the members, the term of office of one (1) Director shall be fixed at three (3) years; the term of office of one (I) Director shall be fixed at two (2) years; and the term of office of one (I) Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his/her successor shall be elected to serve the term of one (1) year. The Directors shall hold office until their successors have been elected and qualified.

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 though the Directors present at such meeting 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 a majority of the Board on five (5) days notice to each Director by mail or telegram. 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 any 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 a written consent thereto is signed by all 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 may be removed from office by the vote of at least two-thirds (2/3) of the Class A and Class B members of the Association.

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 of 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 By-Laws.

Section 5.10: Directors shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Class A and Class B members.

Article VI

Officers

Section 6.1: The officers of the Association shall be a President, a Secretary, a Treasurer and such assistants to such 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: The duties of the officers of the Association shall be 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 of the Board of Directors;

(B) The Secretary shall keep minutes of all meetings of the members of the Board of Directors and shall have custody of the Association's seal and have charges of the membership transfer books and such other books, papers and documents as the Board of Directors may prescribe;

(C) The Treasurer shall be responsible for the Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Association books of accounts kept for such purposes;

(D) The same person may be elected and serve as Secretary and Treasurer.

Section 6.3: Any officer 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.

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 Subdivision

Section 7.1: The fiscal year of the Association shall begin on the first day of January each year, except for the first fiscal year of the Association, which shall begin on the date of the 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 and in accordance with generally accepted accounting principles and practices. The Association shall furnish its members with a copy of the Federal Income Tax Returns in lieu of any financial statements required to be provided by the Association for each fiscal year when such returns are filed.

Section 7.3: The Association shall perform and be responsible for the repair, maintenance and improvement ("Maintenance") of the common areas, roads, and storm water management structures in the subdivision as well as the Property using sound construction principles and in good and workmanlike fashion pursuant to the maintenance plan as approved and required by the Maine Department of Environmental Protection attached hereto as Exhibit A. Assessments by the Association upon the lots and the owners thereof, or others, shall be used for those purposes and to establish necessary reserves and working capital, and for such other purposes as shall be permitted by the By-Laws of the Association or as shall be deemed appropriate to the Board of Directors (hereinafter collectively called the "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 Expense for the following year, and shall present such estimate to the members at their annual meeting as the proposed annual budget or such year. The annual assessment required to meet annual estimated Common Expenses for each subsequent year for all matters other than the Vista Road shall be approved by the Class A and Class B members acting as a single class. The annual assessment required to meet annual estimated Common Expenses related to the Vista Road shall be approved by all members (Class A, B and C) of the Association at their annual meeting, acting as a single class.

Chadbourne Tree Farms, LLC its successors and assigns shall participate only in the Maintenance costs, with respect to the Vista Road, with each Chadbourne Lot Owner responsible for $1/x$ of Maintenance costs, where x = the sum of: 1) the number of approved subdivision lots

in The Peaks Subdivision (as it may be expanded or added to in the future), and 2) the number of Chadbourne Lot Owners. "Chadbourne Lot Owners" shall mean those party(ies) who own all or a portion of the CTF Property. Initially, there shall be one (1) Chadbourne Lot Owner, i.e. Chadbourne Tree Farms, LLC. MMP and the Homeowners' Association shall participate in the Maintenance in proportion to the number of approved lots in the subdivision owned by each.

Section 7.5: All assessments shall be billed no later than thirty (30) days from the date said Association, by meeting, fixes said assessments. The Treasurer of the Association shall send bills therefore to the respective members 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 and payable within thirty (30) days from the date of said bill.

Section 7.6: The members of the Association may from time to time at special meetings 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 a continuing lien upon the lot upon which such assessment is made, whether in or out of the Subdivision. If the assessment to the 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 (18%) per cent, costs of collection and reasonable attorneys' fees, become a continuing lien on the lots owned by the delinquent lot owners which shall be in the lot(s) with the buildings and improvements thereon in the hands of the delinquent lot owner, his heirs, devisees, successors, personal representatives, and assigns. Any lien may be enforced in the same manner as a lien for assessments against condominium units as provided in the Maine Unit Ownership Act, Chapter 10 of Title 33 of the Maine Revised Statutes Annotated, as amended.

Section 7.8

"CTF Property" means:

(a) Those certain parcels of land situated in the Town of Newry further described in a Deed from Chadbourne Tree Farms Holdings, Inc. to Chadbourne Tree Farms, LLC, dated December 29, 2004, and recorded in the Oxford County Registry of Deeds (East) (the "Registry") in Book 3652 and Page 43; specifically:

- 1) All of the parcels conveyed by Carolyn O'Brien to Chadbourne Tree Farms, LLC by deed dated December 17, 2004, and recorded in the Registry in Book 3645, Page 230.
- 2) Parcel 5 conveyed by Bayroot LLC to Chadbourne Tree Farms, LLC by deed dated July 30, 2004, and recorded in the Registry in Book 3568, Page 326.
- 3) All of the property conveyed by Fumiko I. Head to Chadbourne Tree Farms, LLC by deed dated January 23, 2004, and recorded in the Registry in Book 3454, Page 129.

4) Parcel 1 conveyed by Bethel Milling Company to P. H. Chadbourne & Co. by deed dated November 12, 1957, and recorded in the Registry in Book 677, page 427; and

(b) Any and all real property purchased by Chadbourne Tree Farms, its successor and assigns from the following abutters:

1. Leslie Robertson and his heirs and assigns and described in the Registry Book 3260, Page 22 or Book 2552, Page 152.
2. Gene A Auty, Trustee of the Gene A. Auty Revocable Living Trust under Declaration of Trust dated October 12, 2000, his successors, heirs and assigns and described in the Registry Book 3559, Page 236.

Article VIII

Amendment

These By-Laws may be amended at any regular or special meeting of the members of the Association duly held in accordance with the provision of these By-Laws 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 sixty-five (65%) per cent of the votes in the Association entitled to be cast, provided that any amendment to these By-Laws on matters relating to the Vista Road, or the Class C membership interests, also shall require the affirmative vote of sixty-five (65%) of the Class C membership interests, voting as a separate class.

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 lots 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: In order to carry into effect the purposes of the protective covenants of The Peaks Subdivision as set forth in the Declaration of Restrictive Covenants for The Peaks Subdivision an Architectural Control Committee shall be maintained by the Association.

Section 9.3: 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 the committee shall constitute a quorum for the transaction of business. The act of a majority of the members of a committee present at a meeting 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 and Regulations

Section 10.1: The Board of Directors may from time to time promulgate rules and regulations 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.

Article XI

Miscellaneous

Section 11.1: The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of the By-Laws.

Section 11.2: 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 these By-Laws, or the intent of any provision thereof. Reference in these By-Laws to sections without references to the document in which they are contained are references to these By-Laws.

Section 11.3: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular be deemed to include the plural whenever the context so requires.

Article XII

Enlargement of Subdivision

In the event the Subdivision shall be enlarged from time to time, the Owners of any newly created lots shall be Members of this Association with all the rights and privileges thereof and provisions of the Articles and By-Laws of the Association shall apply equally with full force and effect to such new members.

Article XIII
Compliance with Easements, Restrictions and Covenants

Section 13.1: These By-Laws are subject to the provisions of the Amended The Peaks Subdivision easements, restrictions and covenants dated May 1, 200 and recorded in the Oxford County Registry of Deeds in Book _____ Page _____ as may be amended from time to time.

The sole purpose of this recorded Corrective Amended Bylaws is to attach the required department of environmental protection maintenance plan for The Peaks Subdivision attached hereto as Exhibit A which was inadvertently not included in the recording of the previously recorded Amended Bylaws of The Peaks Homeowners Association recorded in Book 3928, Page 201 of the Oxford County Registry of Deeds.

DATED this 19 Day of January, 2007

Maine Mountain Properties, LLC

Louise M. Rice
Witness

By: Bruce M. Lilly
Its: Duly Authorized Member

STATE OF MAINE
Oxford, ss.

Date: Jan. 19, 2007

Then personally appeared the above named Bruce Lilly and acknowledged the foregoing instrument to be the free act and deed of Maine Mountain Properties, LLC.

Before me,

Louise M. Rice
Notary Public/ ~~Attorney at Law~~
Print Name: Louise M. Rice
My Commission Expires 3/12/12

DATED this 16 Day of January, 2007.

THE PEAKS HOMEOWNERS ASSOCIATION

By:


Its President: Michael J. Liberti

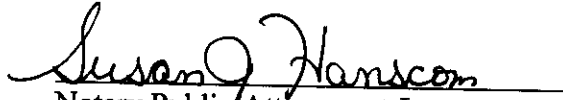
STATE OF MAINE

Oxford, ss

Date: Jan 16, 2007

Then personally appeared the above named Michael J. Liberti and acknowledged the foregoing instrument to be the free act and deed of The Peaks Homeowners Association.

Before me,



Notary Public/Attorney-at-Law

Print Name: Susan J. Hanscom

My Commission Expires: Sept. 19, 2008

EXHIBIT A

MAINTENANCE PLAN THE PEAKS SUBDIVISION – NEWRY

The purpose of this Plan is to insure proper function of the infrastructure constructed as part of this project. The infrastructure will include the roads, the Sunday River Bridge, and all the stormwater control devices including culverts, drainage ditches, drainage easement areas, and detention ponds designed and constructed for the above titled project.

INSPECTIONS:

The roads and the Bridge will be inspected at least annually to insure proper function and to insure structural integrity. This inspection will take place in September. Road and bridge inspections will be simple visual inspections, looking at the paved road surface, the gravel road shoulders, the bridge surface, and the abutments.

The stormwater control devices will be inspected on an annual basis in September of each year. The inspection will include a review of the structural integrity of each device, a review of the inlets and outlets of the ponds, and a review of the downstream discharge areas of all pipes and channels.

Detention and Wet Pond Inspections:

Monthly Inspections: Monthly inspections of the ponds will take place for two years after construction is completed. Inspections will occur through the months of March to November, and will be conducted immediately after a significant rain event, causing discharge from the pond's outlet structure.

The monthly inspections will include but not be limited to:

Inspection of the outlet structure to determine if the structure is clogged, and to insure proper function. Blockages or obstructions will be removed. If the structure does not appear to be functioning as designed, a Professional Engineer will be retained to determine if corrective measures are required. Any recommended corrective measures would then be implemented as soon as practical.

Wetponds have an underdrained gravel trench outlet that may clog due to leaves or other debris. The pond should drain down to a point where the gravel trench top is visible within 24 hours of a storm event.

Inspection of upstream and downstream drainage channels and structures to confirm proper flow of water into and out of the ponds, and to insure proper sizing of these channels. Litter and debris will be removed from all

flow areas to assure continued flow. If the channels or structures appear unable to adequately handle actual flows, a Professional Engineer will be consulted as above. Any areas that exhibit signs of erosion or are otherwise inadequately stabilized will be repaired as necessary.

Long Term Inspections:

At the completion of the two years of monthly inspections, the ponds will be inspected on a semi-annual basis, in the spring and the fall of each year. The long-term inspections will include:

Inspection of the pond embankments to determine if there is evidence of erosion, cracking, slumping, leaking, tree growth, or other similar adverse conditions which would undermine the structural integrity of the embankments. Corrective measures, including re-shaping of the berms, will be undertaken where necessary to insure or restore structural integrity/stability of the embankments, and/or to maintain the design capacity of the pond.

A determination of whether the accumulation of sediment in the pond has reached the point, as described below, where removal of the sediment from the pond is necessary. This should be done by measuring the actual depth of water in the pond, and comparing this depth to the design depth.

Sediment Removal:

The detention ponds should be cleaned of sediment at that point when the design capacity of the pond has been reduced by 15%. Based upon studies in Washington D.C. and Canada, the expected volume-lost-to sediment rate is 0.5% to 1.0% per year. It is expected that the pond will require sediment removal every 15 to 20 years. Based upon these assumptions, the sediment removal schedule will be every 15 years, except where:

Intervening annual sediment accumulation inspections indicate that more frequent cleaning will occur, or;

A thorough 15th-year sediment accumulation inspection indicates that the scheduled cleaning is not yet necessary.

When sediment removal is required, it will be undertaken during dry weather conditions when inflow to the pond is at or near its annual low level. Accumulated sediments will be removed by first draining the pond. The sediments will then be excavated and then placed at the toe of the down gradient pond embankment, seeded

and mulched in accordance with the Permanent Revegetation Measures in the Erosion Control Plan. This disposal site will then be monitored until stable.

Inlets and Outlets: The inlets and outlets of the ponds will be inspected for stability; blockage by debris; uneven settling around any structures; excessive sediment around the outlet. Wetponds have an underdrained gravel trench outlet that may clog due to leaves or other debris. The pond should drain down to a point where the gravel trench top is visible within 24 hours of a storm event. These inspections may need to be more frequent if debris proves to be a problem. If problems are identified, they will be corrected by the end of October, if possible.

Downstream Areas: To insure that the ponds are not causing erosion problems or other difficulties to downstream areas, these areas will be inspected for erosion and instability. If problems are identified, they will be corrected by the end of October, if possible.

Culvert Inspections:

Culvert inspections should include a review of the condition of the inlets and outlets of each culvert, the integrity of the pipe, and the stability of the upstream and downstream areas around each culvert.

Vegetated Swale Inspections:

The two natural vegetated swales at the lower edge of the site (paralleling the Sunday River, as shown on the Post-Development Drainage Plan) shall be inspected annually and following heavy rain events. Inspections should identify newly formed channels or gullies, eroded or bare spots, trash deposits, and accumulated sediments.

Vegetated Soil Filter Beds (Including Rain Gardens) Inspection:

For the first three months after construction, inspect the filter bed monthly to verify the filter bed is draining within 24 hours. Thereafter, inspect bi-annually in May and October. Rain Gardens are located on Lots 61, 64, 65, 66, 67, 69, 70, 71, and 72.

MAINTENANCE:

Roads:

Road maintenance will include the re-grading of the gravel shoulders when necessary to prevent or repair erosion. In the spring of each year, the roads will be swept to remove sand and salt from the road surface, and prevent the sedimentation of downstream areas. The sweeping of the roads should be done in April of each year.

When the road surface shows signs of wear, the road will be resurfaced with pavement. This is not anticipated for at least ten years.

Bridge:

The bridge deck will also be swept in April of each year. The deck will need resurfacing when it begins to show signs of wear.

Detention and Wet Ponds:

To insure proper functioning of the pond, some routine maintenance is required.

Mowing: The pond embankments and pond bottom are to be mowed at least twice annually to prevent the establishment of woody vegetation, and to promote healthy vegetative growth.

Wetponds have an underdrained gravel trench outlet that may clog due to leaves or other debris. The pond should drain down to a point where the gravel trench top is visible within 24 hours of a storm event. If water stands over the trench outlet for more than 72 hours, replace the top several inches of gravel with clean gravel material. Dispose of the removed material in a manner acceptable with the Erosion and Sedimentation Control Plan.

Sediment removal: If sediment deposition in the pond is found to be significant, regular removal of sediment may be required to maintain pond volume, and to prevent clogging or blocking of the primary outlet. Sediment will be spread on a relatively flat area, seeded with grass and mulched with hay in accordance with the Erosion Control Plan developed for this project.

Culvert Maintenance:

The inlets and outlets of the culverts should be cleaned on a regular basis to insure that sediment does not discharge downstream, or does not clog the pipe. If necessary, sediment should be removed from within the culvert.

Drainage Ditches:

The drainage ditches should be re-shaped and re-stabilized if found to be eroding. Accumulated sediment should also be removed from the flow line of the ditch, if it exists.

Drainage Easements:

Where necessary, drainage easements will also be maintained by removing blockages within the flow line of the easement area. Where repairs are necessary to eliminate or prevent erosion, this work should be done before October.

Vegetated Swales:

The two natural vegetated swales at the lower edge of the site (paralleling the Sunday River, as shown on the Post-Development Drainage Plan) shall be maintained in a functional state. Repair newly formed channels or gullies with fill, loam, seed, mulch, and erosion control mesh. Provide loam, seed, mulch, and erosion control mesh on eroded or bare spots. Remove trash deposits. In order to maintain the infiltrative capacity of the swale, remove accumulated fine sediments and place in an area of low erosion potential, then seed and mulch.

Vegetated Soil Filters and Rain Gardens:

If water ponds on the filter bed surface for more than 72 hours, replace the top three inches of filter media. Dispose of clogged filter media soil according to the erosion and sedimentation control plan.

Remove sediments annually in October.

Filters with grass surfaces shall be mowed no more than twice annually to maintain a grass height to less than 12 inches.

Rain Gardens on individual lots shall be maintained as Vegetated Soil Filters by the Responsible Party, and are located on Lots 61, 64, 65, 66, 67, 69, 70, 71, and 72.

RESPONSIBLE PARTY:

Inspections and maintenance will be the responsibility of The Peaks Homeowners Association. This work should be done as part of their on-going road maintenance and upkeep.

Written reports of inspections and maintenance work will be kept to show the work has been completed as proposed. These reports will be kept by the Association, along with other relevant DEP documentation.

RE-CERTIFICATION

Within three months of the 5-year anniversary of the permit date of issuance, and every 5 year anniversary thereafter, submit a certification to the Maine DEP that contains:

- A statement that the site has been inspected for erosion problems and such problem areas have been appropriately repaired and permanently stabilized.
- A statement that all aspects of the stormwater management system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system.
- A statement that the erosion control plan and the stormwater management plan are being implemented as written, approved, and amended (if applicable) by Maine DEP.

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Received
Recorded Register of Deeds
Jan 23, 2007 11:20:03A
Oxford East County
Jane Rich

AMENDMENT**TO****The Peaks Homeowners' Association Bylaws**

Amendment made by the Peaks Homeowners' Association to the Bylaws of the Peaks Homeowners Association dated January 16, 2007 and recorded in the Oxford County Registry of Deeds in Book 4080, Page 276 (the " Bylaws").

WHEREAS, pursuant to Article VIII, of the Bylaws, the Peaks Homeowners' Association (the "Association") may as per the required vote of sixty-five (65%) percent of the members at an annual meeting of the Association may amend said Bylaws; and

WHEREAS, the Association by the required sixty-five percent approval consent of the members held at the annual meeting on December 6, 2014, for which proper notice had been given and for which there was a quorum, voted to approve the stated amendments herein.

NOW COMES THEREFORE, the Association, pursuant to the vote taken at its annual meeting hereby amends the Bylaws as follows:

1. Article IV, Section 4.2: is amended by deleting the language it in its entirety and replacing it with the new Article IV, Section 4.2 as follows:

Section 4.2: The annual meeting of the members shall be scheduled each year at the discretion of the Board of Directors to occur no later than December 30th of each year and in accordance with member notice requirements stated in Section 4.4

2. Article IV, Section 4.4: is amended by deleting the language in its entirety and replacing it with the new Article IV, Section 4.4 as follows:

Section 4.4: It shall be the duty of the Secretary, or upon his/her failure or neglect then of any officer or member to email and/or mail by United States Mail, postage prepaid, a notice of each annual or special meeting stating the purpose, the time and place thereof to each designated member of record. With respect to the annual or special meeting such notice shall be so emailed and/or mailed at least seven (7) days but no more than (30) days prior to the date so set for the meeting

3. The Association hereby requests and directs the Registrar of Deeds to make marginal reference of this Amendment to the recorded Bylaws of the Peaks Homeowners Association recorded in Book 4080, Page 276.

DOC 2520 BK 5213 PG 521

IN WITNESS WHEREOF the Peaks Homeowners' Association has caused this instrument to be signed and sealed by Leslie Jones, its President there unto duly authorized this 27 Day of February, 2015

PEAKS HOMEOWNERS ASSOCIATION

By: Leslie Jones
Its: President
Print Name: Leslie Jones

STATE OF MAINE
COUNTY OF OXFORD

DATE: February 27, 2015

Then personally appeared before me this 27th day of February, 2015, the above-named Leslie Jones, President of the Peaks Homeowners Association and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before me,

Michael T. Stevens Esq
Notary Public / ~~Attorney at Law~~
Print Name Michael T. Stevens Esq
My commission expires _____

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PeaksBylaws.docx

Recorded: Oxford East County 3/10/2015 01:28:55 PM
Patricia A Shearman Register of Deeds

Recorded: Oxford East County 3/19/2015 01:19:18 PM
Patricia A Shearman Register of Deeds